

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: David A. Bobardt, Planning Director 
Prepared by Joseph Fiss, Principal Planner 

DATE: November 16, 2009 (CC Meeting of December 16, 2009)

SUBJECT: Consider Modification No. 1 to Residential Planned Development (RPD) No. 1998-01, a Request to Relocate the Required Recreation Center from Vesting Tentative Tract Map No. 5425 to Tract Map No. 5133, Located on the South Side of Los Angeles Avenue at Millard Street, on the Application of Shea Homes, Inc.

SUMMARY

On July 20, 2009 Shea Homes, Inc., submitted an application for a Modification to the original conditions of approval of RPD No. 1998-01 to relocate the required recreation center from Vesting Tentative Tract Map No. 5425 to Tract Map No. 5133, located on the south side of Los Angeles Avenue at Millard Street.

BACKGROUND

The following chronology is provided to show significant events with respect to the recreation area required for Tract Map No. 5133 since the project was first approved.

October 6, 1999:

The City Council adopted Resolution No. 99-1666 (attached), approving Tentative Tract Map No. 5133 and RPD No. 1998-01 for 79 residential duplex condominium units on approximately nine (9) acres, subject to conditions of approval. This project is known as Canterbury Lane, or "Canterbury I". The recreation area was approved at the northeast corner of Majestic Court and "A" Street (now Millard St.), and conditioned for a tot-lot to be allowed in Arroyo Simi area if permitted by the Ventura County Watershed Protection District (VCWPD) and Community Development Director. An unnumbered and unlettered condition was included between Condition No. 33 j and k (Page 52 of Resolution No. 99-1666) as follows:

“ The size of the recreational area shall be increased pursuant to Staff Alternative “B” and shall contain a pool minimum surface area of 1,000 sq. ft.), spa, wading pool, deck area, tot-lot, and building containing restrooms and a meeting room. The design of the recreation facility, fencing and equipment proposed for the tot-lot shall be as approved by the Director of Community Development. The tot-lot may be located on Ventura County Flood Control property if approved by the Ventura County Flood Control District and the Director of Community Development.”

Alternative “B” (Attachment No. 4) showed a recreation area of 95 feet by 70 feet (6,650 square feet), with no on-site parking and did not show the precise location of the tot-lot.

July 17, 2001:

Minor Modification No. 1 was approved by the Community Development Director. No changes related to recreation area were considered at this time.

June 14, 2002:

Minor Modification No. 2 was approved by the Community Development Director. The proposed tot-lot in the Arroyo Simi floodway area was not approved by the Ventura County Flood Control District (now Watershed Protection District) and was relocated across the street from the recreation area south of Majestic Court, east of “A” Street (Millard St.) on a 36’ by 70’ (2,520 square-foot) lot as shown on Attachment No. 5.

Conditions from Minor Modification No. 2 included:

“1. The development shall be in substantial conformance with the plans submitted as part of the application for Minor Modification 2 to Residential Planned Development Permit No. 98-1 and Tentative Tract Map No. 5133. Modifications as may be required to meet specific Code standards or other conditions stipulated herein are allowed.”

Part of the request, and shown on plans:

“In lieu of utilizing flood control property for passive recreation, which was denied by the Ventura County Flood Control District, approval of construction of a 36’ by 70’ tot-lot located south of Majestic Court and east of “A” Street.”

A precise site plan and design for the recreation area was never presented under this project revision.

July 2, 2003:

Minor Modification No. 3 was approved by the City Council. The recreation area was relocated to be in the vicinity of lots 46, 47 and 48 on the northeast corner of Majestic Court and Millard Street or outside the project boundaries (Attachment No. 6) on what would become Vesting Tentative Tract Map No. 5425 (Canterbury II), with precise siting, subject to the approval of the Community Development Director.

Conditions from Minor Modification No. 3 included:

"7. For the ultimate development of the project, the recreation area shall be shown on the approved plans, in the vicinity of lots 46, 47 and 48. Precise siting of the recreation area will be subject to approval of the Community Development Director. In the event that there are only twenty-four (24) dwelling units constructed, the applicant shall provide a recreation area immediately south and adjacent to the twenty-four (24) dwelling units. The precise design and location shall be to the satisfaction of the Community Development Director. The applicant shall bond for the cost of construction of the recreation area."

"8. Prior to the issuance of a building permit for the 41st dwelling the applicant shall provide proof to the satisfaction of the Community Development Director, that a sufficient on- or off-site recreation area will be provided as part of the completion of RPD No. 1998-01. Approval of an off-site recreation area shall only occur after approval of the General Plan Amendment, Zone Change, Residential Planned Development and Tentative Map for the adjacent property."

A precise site plan and design for the recreation area under Minor Modification No. 3 was never submitted as processing of the adjacent Vesting Tentative Tract Map No. 5425 had begun. This new project proposal included a single recreation area to serve both (then) Tentative Tract Map No. 5133 and Vesting Tentative Tract Map No. 5425.

April 6, 2005:

Residential Planned Development 2003-02 and Vesting Tentative Tract Map No. 5425 were approved by the City Council for 102 dwelling units. This project was intended to be a continuation of the Canterbury Lane project and was known as "Canterbury II", with the same product type, and the same Homeowner's Association (HOA).

A condition of approval was included to develop a 15,405 square foot recreation area at the southeast corner of the site, adjacent to the Arroyo Simi (Attachment No. 7), that would meet the needs of 179 dwelling units (77 from Canterbury I and 102 from Canterbury II), and the requirement for a recreation area at Canterbury I would be satisfied at this location with no further modifications to the conditions of approval.

"3. A Homeowner's Association maintained recreation area shall be provided at the southeast corner of the site. A recreation building, a swimming pool, and a play area with equipment shall be required within the recreation area. The final design and architecture shall be subject to the approval of the Community Development Director prior to or concurrently with the approval of the landscape plans. Should the recreation area for Tract No. 5133 be built, it shall remain, and the recreation area for Tract No. 5425 shall also be built in accordance with these conditions of approval."

At this point, the recreation area and tot lot were no longer reflected on plans for Canterbury I.

July 27, 2006

An agreement was executed between Shea Homes and the City that allowed the completion of the first 26 homes in Tract Map No. 5133 while floodplain issues were being addressed for the rest of the project. The agreement (Attachment 10) called for Shea to provide a number of improvements as part of this initial phase

April 16, 2008

Vesting Tentative Tract Map No. 5425 (Canterbury II) had the final map extended at the applicant's request.

June 6, 2008

Zoning clearances for building permits were issued for Phases 3, 4, and 5 in Canterbury I, which included the 41st permit. At this time, Shea was still moving forward with development plans for Vesting Tentative Tract Map No. 5425, including the recreation area to serve both projects. Work included the development of improvement plans, and stockpiling earth for development of Vesting Tentative Tract Map No. 5425.

November 20, 2008

Zoning Clearances for building permits were issued for Phase 6 in Canterbury I, for a total of 52 homes.

June 29, 2009

Zoning Clearances for building permits were issued for Phase 7 in Canterbury I, for a total of 60 homes.

July 17, 2009

A company named Asset Solutions Group contacted City staff regarding the affordable housing requirements for Tract 5425, the first indication staff received that Tract 5425 was for sale. Up until this point, Shea had indicated that they were working towards developing Vesting Tentative Tract Map No. 5425 with the recreation area and tot lot to serve both tracts. At this point, staff indicated that we would not issue any further permits until the recreation area and tot lot issues were addressed. City staff received several other inquiries and Shea confirmed that Vesting Tentative Tract Map No. 5425 was for sale.

July 20, 2009

An application for Modification No. 1 to RPD 1998-01 is filed, with a request to relocate the recreation area and tot lot from Vesting Tentative Tract Map No. 5425 to Tract Map No. 5133 (Lots 67 & 77). The improvements are proposed to be consistent with the requirements of original 1999 approval, including a 1,000 sq foot pool, wading pool, spa and deck area, although in a different location. The tot-lot area is proposed to be

integrated to recreation area. The overall size of the proposed recreation area is 12,785 square feet.

DISCUSSION

Permit modifications may be considered for any proposed change that is not extensive enough to be considered a substantial or fundamental change in the approved entitlement or use relative to the permit, would not have a substantial adverse impact on surrounding properties and would not change any findings contained in the environmental documentation prepared for the permit. Action on a permit modification application is taken by the decision-making body that approved the original permit by the same process and public noticing as required for the original project application. In this case, the City Council was the original decision-making body of the RPD, through a noticed public hearing process.

Because the recreation area for Canterbury I was allowed in the Canterbury II development, homes have been built in the location originally slated for the recreation area in Canterbury I. Building permits for these homes were issued prior to Shea's requested permit modification and the homes have recently been completed. As a result, Shea is now proposing that the recreation area be located at the extreme southwestern corner of the project, where homes have not yet been built (Attachment 8A).

Staff has three concerns to be addressed with this modification request, the proposed location of the recreation area, traffic improvements associated with Vesting Tentative Tract Map No. 5425, and the effect on the contribution to affordable housing

Recreation Area Location: Staff is concerned with the revised location as it is not centralized like the original approval and it is not in a very visible location, being at the very end of Millard Street. In addition, the recreation lot is proposed in an area originally approved as open space. Shea's proposal would eliminate this approximately 7,400 square-foot open space area, in addition to 2 home sites. Staff recommends that the recreation area be redesigned and relocated northerly, in the area of lots 70, 71, and 72 (Attachment 8B) in order to be integrated better into the community. This location would be closest to where the recreation lot was originally approved and more visible to the community. A condition of approval has been added to the attached resolution reflecting this requirement. The resolution also requires the recreation area improvements to be consistent with the original 1999 approval, including a 1,000 sq foot pool, wading pool, spa and deck area. The tot-lot could be located at the southern end of Millard Street on a part of the open space area, maintaining most of this area for open space. The relocation of the recreation area would result in the loss of 3 residential lots, as opposed to 2 residential lots in the proposal by Shea Homes.

An alternative to relocation of the recreation area on the project site is relocation adjacent to the project site on Vesting Tentative Tract No. 5425, as proposed with Minor Modification No. 3 and shown on Attachment 6. This approximately 17,000 square-foot area is bounded by Majestic Court on the south and Fremont Street on the east. Development plans approved for this area as part of Tentative Tract No. 5425 called for 4 homes. The area is large enough to accommodate the private recreation area and tot-lot and still have room for 2 homes. Although outside the project boundaries, it still would be more centrally located than the applicant's proposal. This could be accomplished through a lot line adjustment and modification to RPD 1998-01.

As a clarification to a statement made by the applicant in Attachment 9, staff had coordinated with the applicant on the proposed relocation of the recreation area, but did not indicate support or opposition to the proposal prior to submission of the application, as the proposal needed to be analyzed more carefully.

Street Improvements: Fremont Street adjacent to this project is a private street with single-family homes that takes access from Los Angeles Avenue. Fremont Street is currently owned in fee by Shea Homes as part of the Canterbury II land. Canterbury II called for improvement of Majestic Court to Fremont Street to allow for Fremont Street to be closed at Los Angeles Avenue, providing Los Angeles Avenue access for Fremont Street residents at the Moorpark Avenue or Millard Street intersections farther away from the busy intersection of Los Angeles Avenue and Spring Road. With the upcoming widening of Los Angeles Avenue, it is more important that these improvements be made soon to provide appropriate access to the Fremont Street residents, without waiting for the future development of Vesting Tentative Tract Map No. 5425. A condition is included calling for these improvements, including widening of Los Angeles Avenue as required by Vesting Tentative Tract Map No. 5425, as part of the completion of Tract Map No. 5133.

It should be noted that the connection of Majestic Court to Fremont Street was already required as part of a July 27, 2006 agreement between Shea Homes and the City that allowed the completion of the first 26 homes while floodplain issues were being addressed for the rest of the project. This connection, along with other provisions in the agreement (Attachment 10), have not all been completed as required. A condition is recommended to require completion of all conditions in this agreement prior to the issuance of any additional building permits.

Affordable Housing: Residential Planned Development Permit No. 1998-01 was conditioned to provide 7 homes affordable to low income households and pay in-lieu fees for 5 homes affordable for very low income households (Condition No. 2 on Page 37 of Resolution No. 99-1666, Attachment No. 3). Two of the low-income affordable homes have been provided, and two are in escrow, expected to close before the end of the year. The remaining low-income affordable homes would be built on 3 of the remaining 17 vacant home sites in the project. It should be noted that one of the sites

approved for an affordable home is adjacent to the area now proposed by the applicant for the recreation lot. If the recreation area is approved as proposed by the applicant, this site would be built with a (more expensive) detached home instead of a duplex unit as originally approved. Shea Homes is therefore asking for the affordable home site to be relocated where a duplex unit will be built. Since the affordable home was originally proposed to be a duplex unit, relocation of this affordable home to another duplex unit would still satisfy the requirements of the Affordable Housing Purchase and Sale Agreement if Shea's proposed location for the recreation area is approved.

The very-low income housing in-lieu fee was calculated at the time of project approval to be \$60,000 per affordable home (\$300,000 total for 5 homes), or \$3,797.47 per building permit for the 79 approved homes. This base number was adjusted to \$3,896.10 per building permit with the execution of the Affordable Housing Purchase and Sale Agreement in 2006 to account for the redesign of the project to 77 homes. This in-lieu fee condition included an escalator clause to account for inflation, and the fee is currently \$5,218.34 per building permit. The new recreation area as proposed by the applicant would involve the use of two lots previously approved for homes, and as recommended by staff would involve the use of three lots previously approved for homes. With the reduction of the project to 75 homes as proposed by the applicant, or 74 homes as recommended by staff, the City would not collect the full amount intended as part of Resolution No. 99-1666. A condition has been added to collect this fee for a total of 77 lots as called for in the Affordable Housing Purchase and Sale Agreement and Agreement Regarding Conditions of Approval (Tract 5133) by and between the City of Moorpark and Shea Homes, Limited Partnership.

FISCAL IMPACT

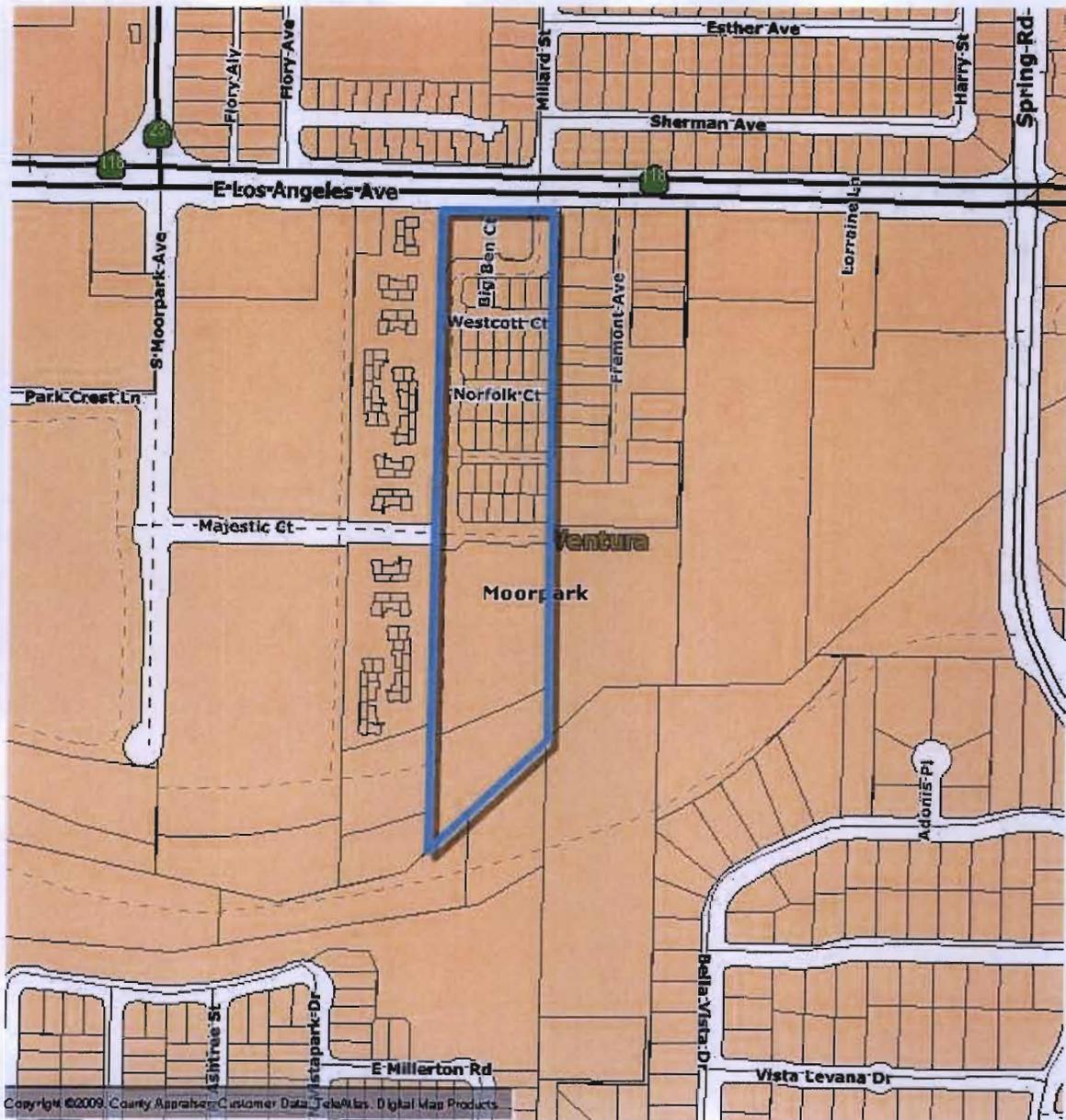
None.

STAFF RECOMMENDATION

1. Open the public hearing, accept public testimony and close the public hearing.
2. Adopt Resolution No. 2009-____, approving Modification No. 1 to Residential Planned Development (RPD) No. 1998-01 as recommended by staff, subject to conditions of approval.

ATTACHMENTS:

1. Location Map
2. Aerial Photograph
3. Resolution No. 99-1666
4. Recreation Area Location as Originally Approved
5. Recreation Area Location As Approved per Minor Modification No. 2
6. Recreation Area Location As Approved per Minor Modification No. 3
7. Recreation Area Location As Approved per Tract 5425
8. Project Plans (Under Separate Cover)
9. November 9, 2009 Letter from Project Applicant
10. Agreement Regarding Conditions of Approval (Tract 5133)
11. Draft Resolution with Conditions of Approval



LOCATION MAP

CC ATTACHMENT NO. 1



AERIAL PHOTOGRAPH

CC ATTACHMENT NO. 2

RESOLUTION NO 99-1666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 5133 FOR A THREE LOT SUBDIVISION AND 79 AIR SPACE CONDOMINIUMS AND RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 98-1 FOR 79 RESIDENTIAL UNITS ON APPROXIMATELY 9.2 GROSS ACRES OF LAND LOCATED SOUTHERLY OF SR-118 EASTERLY OF MOORPARK AVENUE, WESTERLY OF SPRING ROAD AND NORTH OF THE ARROYO SIMI ON THE APPLICATION OF FAR WEST HOMES, LLC (ASSESSOR'S PARCEL NOS. 506-0-020-48 and 51)

WHEREAS, at a duly noticed public hearing on September 15, 1999, the City Council considered the application filed by Far West Homes for approval of the following:

Vesting Tentative Tract Map No. 5133 - for a subdivision of an existing 9.2 gross acres into three parcels and 80 air space condominiums.

Residential Planned Development Permit No. 98-1- for approval of a Residential Planned Development consisting of 80 residential dwelling units.

WHEREAS, at its meeting of September 15, 1999, the City Council opened the public hearing, took testimony from all those wishing to testify, and closed the public hearing; and

WHEREAS, the City Council after review and consideration of the information contained in the City Council staff report, the Mitigated Negative Declaration and Mitigation Reporting and Monitoring Program and testimony, and has found that impacts resulting from this proposed project would not have a significant effect on the environment; and

WHEREAS, the City Council, after review and consideration of the information contained in the City Council staff report for this proposal, and testimony, has made a decision in the matter.

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

SECTION 1. The City Council hereby adopts the following findings:

C.E.Q.A. Findings

1. That the Mitigated Negative Declaration/Initial Study for the project is complete and has been prepared in compliance with the California Environmental Quality Act (CEQA), and CEQA Guidelines, and City policy.
2. The contents in the Mitigated Negative Declaration/Initial Study have been considered in the various decisions on these projects.
3. In order to reduce the potential adverse impacts of this project, mitigation measures discussed in the environmental document have been incorporated into the proposed project.
4. A Mitigation Reporting and Monitoring Program has been prepared in compliance with Assembly Bill 3180 and considered in the various decisions regarding these projects.

Subdivision Map Act Findings

Based on the information set forth above, it is determined that the Vesting Tentative Tract Map, with imposition of the attached conditions, meets the requirements of California Government Code Sections 66473.5, 66474, 66474.6, and 66478.1 et seq., in that:

1. The proposed map is consistent with the applicable general and specific plans.
2. That the design and improvements of the proposed subdivision is consistent with the applicable general and specific plans.
3. The site is physically suitable for the type of development proposed.
4. The site is physically suitable for the proposed density of development.
5. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage.
6. The design of the subdivision and the type of improvements are not likely to cause serious public health problems.

7. The design of the subdivision and the type of improvements would not conflict with easements acquired by the public at large, for access through, or use of the property within the proposed subdivision.
8. There would 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.
9. The proposed subdivision does not contain or front upon any public waterway, river, stream, coastline, shoreline, lake, or reservoir.

Residential Planned Development Permit Findings

1. The proposed project is consistent with the intent and provisions of the City's General Plan and Zoning Ordinance.
2. The proposed project is compatible with the character of surrounding development.
3. The proposed project would not be obnoxious or harmful, or impair the utility of neighboring property or uses.
4. The proposed project would not be detrimental to the public interest, health, safety, convenience, or welfare.
5. The proposed project is compatible with existing and planned land uses in the general area where the development is to be located.
6. The proposed project is compatible with the scale, visual character and design of the surrounding properties, designed so as to enhance the physical and visual quality of the community, and the structure (s) have design features which provide visual relief and separation between land uses of conflicting character.

SECTION 2. The City Council does hereby find that the aforementioned projects will be consistent with the City's General Plan prior to recordation of the Final Map.

SECTION 3. The City Council adopts the Mitigated Negative Declaration/Initial Study and Mitigation Monitoring Program and certifies that the Mitigated Negative Declaration/Initial Study

for the project is complete and has been prepared in compliance with the California Environmental Quality Act (CEQA), CEQA Guidelines, and City policy.

SECTION 4. That the City Council hereby conditionally approves Tentative Tract Map No. 5133 for three lots and a modified Plan (Staff Alternative "B" for a reduced plan of 79 air space condominiums, and Residential Planned Development Permit No. 98-1 for 79 dwelling units on the application of Far West Homes, LLC. subject to compliance with the conditions of approval.

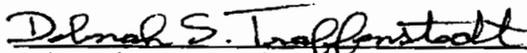
SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original Resolutions.

PASSED AND ADOPTED this 6th day of October, 1999.



Patrick Hunter, Mayor

ATTEST:



Deborah S. Traffenstedt, City Clerk



ATTACHMENT: Conditions of Approval &
Mitigation Monitoring Program

CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP NO. 5133:
DEPARTMENT OF COMMUNITY DEVELOPMENT:

GENERAL REQUIREMENTS:

Application of City Ordinances/Policies

1. The conditions of approval of this Tentative Tract Map and all provisions of the Subdivision Map Act, City of Moorpark Ordinance and adopted City policies supersede all conflicting notations, specifications, dimensions, typical sections and the like which may be shown on said map.

Acceptance of Conditions

2. Recordation of this subdivision shall be deemed to be acceptance by the subdivider and his heirs, assigns, and successors of the conditions of this Map. A notation which references conditions of approval shall be included on the Final Map in a format acceptable to the Director of Community Development.

Expiration of Map

3. This Tentative Tract Map shall expire three years from the date of its approval. The Director of Community Development may, at his discretion, grant up to two (2) additional one (1) year extensions for map recordation, if there have been no changes in the adjacent areas and if applicant can document that he has diligently worked towards map recordation during the initial period of time. The request for extension of this entitlement shall be made in writing, at least 30-days prior to the expiration date of the permit.

Image Conversion

4. Prior to recordation, the builder shall provide to the City an image conversion of building, landscape, public improvement and site plans into an optical format acceptable to the City Clerk.

Hold Harmless

5. The subdivider 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 the subdivision, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37. The City will promptly notify the subdivider 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 subdivider shall not thereafter be responsible to defend, indemnify and hold harmless the City or its agents, officers and employees pursuant to this condition.

The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:

The City bears its own attorney fees and costs;

The City defends the claim, action or proceeding in good faith.

The subdivider shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the subdivider. The subdivider's obligations under this condition shall apply regardless of whether a final map or parcel map is ultimately recorded with respect to the subdivision.

Title Report

6. The subdivider shall submit to the Department of Community Development and the City Engineer for review a current title report which clearly states all interested parties and lenders included within the limits of the subdivision as well as any easements that affect the subdivision.

Calleguas Release

7. Prior to approval of a Final Map, the subdivider shall demonstrate by possession of a District Release from the Calleguas Municipal Water District that arrangements for payment of the Construction Charge applicable to the proposed subdivision have been made. The subdivider shall

comply with Ventura County Waterworks Rules and Regulations, including payment of all applicable fees.

Unconditional Availability Letter

8. Prior to approval of a Final Map, an unconditional availability letter shall be obtained from the County Waterworks District No. 1 for sewer and water service for each lot. Said letter shall be filed with the Department of Community Development or, if said Unconditional Availability Letter in a form satisfactory to the City cannot be obtained from the County Waterworks District No. 1, the developer shall execute a Subdivision Sewer Agreement in a form satisfactory to the City. Said agreement shall permit deferral of unconditional guarantee for sewer and water service until issuance of a building permit for each lot in the subdivision. Said agreement shall include language holding the City harmless against damages in the event of the ultimate lack of adequate water or sewer service.

Cross Connection Control Devices

9. 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 County Waterworks District No. 1.

Surety Bond for Utilities

10. Prior to approval of a final map, the subdivider shall post sufficient surety bond to assure that all proposed utility lines within and immediately adjacent to the project site shall be placed underground to the nearest off-site utility pole. Prior to the issuance of an occupancy permit for the last house in the tract, all existing utilities shall also be undergrounded to the nearest off-site utility pole with the exception of 66 KVA or larger power lines. This requirement for undergrounding includes all aboveground power poles on the project site as well as those along the frontage roads of the site. All utility lines either existing or proposed that must connect across Los Angeles Avenue to provide service to this site shall be placed underground via an underground conduit.

FEES, CONTRIBUTIONS AND DEPOSITS:

11. The Map shall be submitted in accordance with County Ordinance No. 3982 entitled "An Ordinance of the Ventura County Board of Supervisors Requiring New Subdivision Records to be Included in the County's Computer-Aided Mapping System and Establishing Related Fees"

Fees In-Lieu of Park Dedication

12. Prior to approval of the Final Map, the subdivider shall pay fees in accordance with Section 8297-4 of the City's Subdivision Ordinance (Parks and Recreation Facilities).

Citywide Traffic Mitigation Fee

13. Prior to recordation of the Final Map, the applicant shall pay a Citywide Traffic Mitigation Fee of \$3,000 for each of the residential units.

Fish and Game Requirement

14. Within two days after the City Council adoption of a resolution approving the Planned Development Permit and Tentative Tract Map, the applicant shall submit to the City of Moorpark a check for \$1,250 plus a \$ 25.00 filing fee payable to the County of Ventura, to comply with Assembly Bill 3158, for the management and protection of statewide fish and wildlife trust resources. Pursuant to Public Resources Code section 21089 (b) and Fish and Game Code section 711.4 (c), the project is not operative, vested or final until the filing fees are paid.

CC&R and Landscaping Easement Requirement

15. Covenants, Conditions, and Restrictions (CC&R's) establishing a Homeowners' Association for the proposed subdivision shall be prepared and shall identify the maintenance responsibilities of the Homeowners' Association including, but not limited to; all walls and landscaping. In addition, the applicant shall provide all landscaping easements across private property as determined by the City for the purpose of providing such maintenance.

The CC&R's shall address the maintenance of all walls and landscaped areas including front yard landscaping for all

residences, parkway landscaping adjacent to all public and private rights-of-way, recreation and open space areas, maintenance of private streets, and other facilities as required by the City to be maintained. Should the Homeowner's Association fail to maintain the Maintenance Areas, or any portion thereof, in a satisfactory manner, the Maintenance Areas, or portion thereof, shall be annexed, at the City's option, to a City Assessment District. The total cost of the maintenance provided by the Assessment District shall be borne by the lot owners within Tract 5133. Prior to approval of the Final Map, an easement covering the Maintenance Areas shall be irrevocably offered to the City for maintenance purposes.

16. The CC&R's shall include all Tentative Map conditions of approval which have been identified for inclusion in the CC&R's, and shall be submitted to the Director of Community Development and City Attorney for review and approval prior to Final Map approval by the City Council. Tentative Map conditions of approval shall be highlighted in the copies of the CC&R's submitted for City review. Prior to sale of any units, the CC&R's shall be approved by the State Department of Real Estate and then recorded.
17. The applicant shall be required to pay all costs associated with City Attorney review of the project CC&R's prior to final map approval.
18. The Homeowners' Association may modify the CC&R's only to the extent that they do not conflict with the terms of approval of the Tentative Map. Further, the Homeowners' Association shall enforce the CC&R's.
19. The CC&R's shall include a requirement that any future residential units constructed or modifications to existing units in the subdivision shall comply with Chapter 2-53 of Part 2 and Chapter 4-10 of Part 4, of Title 24 of the California Administrative Code.
20. The CC&R's shall contain language in the form of a disclosure statement to homebuyers that homes adjacent to Los Angeles Avenue are subject to potential intrusive noise from traffic and that widening of Los Angeles Avenue is planned to occur. This disclosure shall be incorporated into the Department of Real Estate White Report and shall be given as a separate disclosure to potential buyers.

21. The CC&R's shall include a requirement 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:
 - a. Stoves, ovens, and ranges, when gas fueled, shall not have continuous burning pilot lights.
 - b. All thermostats connected to the main space-heating source shall have night setback features.
 - c. Kitchen ventilation system shall have automatic dampers to ensure closure when not in use.
 - d. For attenuation of interior noise levels of the homes built on Lots abutting Los Angeles Avenue, all window openings facing Los Angeles Avenue shall be equipped with acoustical windows rated at STC-30 or better and shall be installed consistent with manufacturer directions and to the satisfaction of the Director of Community Development. Additionally, an appropriately sized forced ventilation system shall be installed and fresh air or discharge openings for such a system shall be located on the side of the dwelling opposite Los Angeles Avenue.

22. 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. The approved fencing and barrier wall plan shall be incorporated into the CC&R's. All fencing and barrier walls along lot boundaries shall be in place prior to occupancy, unless timing for installation is otherwise stated in these conditions. Where applicable prior to approval of the final wall and fence plan, the Director of Community Development shall approve the connection of property line wall with existing fences and or walls on the adjacent residential development. The developer is required at his/her sole expense to connect 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.

23. The CC&R's shall contain language indicating that the general location of signs identifying guest parking is subject to the approval of the Director of Community Development. Guest parking shall be provided at the rate of 1/2 parking space for each dwelling unit (40 spaces minimum). The maintenance of the signs is the responsibility of the Homeowners Association.
24. The CC&R's shall include language to insure that no sheet flow of drainage occurs between lots located within or adjacent to the project.
25. The CC&R's shall include language requiring the Homeowners Association to be responsible for the maintenance of drainage facilities including all NPDES requirements.
26. The CC&R's shall include 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 residential structures.
27. All units shall comply with all pertinent Title 24 and Uniform Building Code conditions regarding handicapped access and facilities.
28. CC&Rs shall include 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.
29. The CC&R's shall require 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.
30. The CC&R's shall provide language requiring that all residents are required to park in the garages. The CC&R's shall also state that all on-street parking shall be designated for guest parking and that the parking of automobiles in the curb-cut areas in front of garages shall be precluded.
31. The Tentative Map shall be revised to eliminate Lot 1 which is the area to be dedicated for flood control purposes to

show this area as dedication in fee simple to the Ventura County Flood Control District.

32. Prior to approval of the Final Map, the subdivider shall demonstrate to the City's satisfaction, that additional recreation open space within the future dedicated area for passive recreational open space uses has been authorized by Ventura County Flood Control District (VCFCFCD). The additional open space land shall be improved and used for passive recreational uses such as a tot lot, BBQ area, or other uses as approved by the Ventura County Flood Control District (VCFCFCD) and the Director of Community Development. Plans are to be submitted for review and approval by the Director of Community Development prior to the issuance of a Zoning Clearance for any permits.
33. The applicant shall pay all outstanding case processing (Planning and Engineering), and all City legal service fees prior to issuance of a Zoning Clearance for any permits. The applicant, permittee, or successors in interest, shall also submit to the Department of Community Development a fee to cover costs incurred by the City for Condition Compliance review of the RPD and Tentative Tract Map.

Dedication of Access Rights

34. The applicant shall dedicate to the City all access rights on "A" Street, Majestic Court and all private streets within the project site in order to provide access for all governmental agencies providing Municipal Code compliance, public safety, health and welfare services.
35. The developer shall dedicate vehicular access rights to the City of Moorpark along "A" Street and Majestic Court.
36. Prior to approval of the Final Map, the applicant shall pay an amount to cover the costs associated with a crossing guard for five years at the then current rate when paid, plus the pro-rata cost of direct supervision for one crossing guard location and staff's administrative costs (calculated at fifteen percent of the above costs).

REDEVELOPMENT AGENCY

37. Applicant shall execute the purchase agreement for those portions of "A" Street owned by the Redevelopment Agency

immediately upon presentation of Agency's agreement to purchase.

38. Prior to approval of the Final Subdivision Map the applicant shall complete the acquisition of all property included in the purchase agreement with the Redevelopment Agency and convey all access easements on or across said property to be purchased, to the City of Moorpark in a form and width as determined by the City to provide access to its property adjacent to the Arroyo Simi.

39. Far West Homes, LLC (Developer) shall, in order to meet the requirements of California Health and Safety Code 33410 et seq., as a condition of Tentative Tract Map No. 5133, agree as follows:

(1) Low Income Housing

(A) Developer shall provide seven (7) three (3) bedroom units of not less than 1,160 square feet in size, to be sold to buyers who meet the criteria for low income households established by the United States Department of Housing and Urban Development for the County of Ventura (80% of Median income). Four (4) of said units shall be provided within the development project and scheduled as follows:

(a) The first unit shall be constructed no later than the construction of the twenty-fifth (25th) unit.

(b) The second unit shall be constructed no later than the construction of the fiftieth (50th) unit.

(c) The third unit shall be constructed no later than the construction of the seventy-fifth (75th) unit.

(d) The fourth unit shall be constructed prior to the construction of the last unit.

(B) Three (3) of the required units may be provided outside the development project through such means or methods as purchase buy-downs, or other means approved by the City. The Developer shall be responsible for all costs related to providing the affordable units and shall be responsible for providing the City with verification that the units provided outside the development project are units previously not affordable to low income households. The Developer shall also be responsible for providing the affordable units as follows:

(a) If the affordable units are located within the Moorpark Redevelopment Project Area the units shall be provided on a one-for-one basis.

(b) If any of the affordable units are located outside of the Moorpark Redevelopment Project Area, the units shall be provided on two units for each required unit basis.

The initial sales price, location of the units, buyer eligibility, resale restrictions, respective role of the City and the Developer, and any other item determined necessary by the City shall be set forth in the Affordable Housing Implementation and Resale Restriction Plan, which shall be approved by the City Council prior to recordation of the first final Tract Map for this project.

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.

(2) Very Low Income Housing

In lieu of constructing the five (5) Very Low income affordable housing units required, Developer shall pay a fee of Sixty Thousand Dollars (\$60,000) for each of the five units, or a total of Three Hundred Thousand Dollars (\$300,000) to the City (In-Lieu Fee) which shall be used by the City for the purpose of providing housing affordable to Very-Low income households. A pro-rata portion of the In-Lieu Fee in the amount of Three Thousand Seven Hundred Ninety Seven Dollars and Forty Seven Cents (\$3,797.47) per unit shall be paid prior to issuance of the building permit for each dwelling unit in the development project (This is based on 79 units).

Commencing October 1, 2001, and annually thereafter, the In-Lieu Fee shall be adjusted by any increase in the Consumer Price Index (CPI) until all In-Lieu Fees have been paid. The CPI increase shall be determined by 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 for the preceding twelve month period covering June to June. In the event there is a decrease in the CPI for any annual indexing, the In-Lieu Fee shall remain at its then current

amount until such time as the next subsequent indexing which results in an increase.

3) Preparation Fee

Developer shall pay to City the amount of Five Thousand Dollars (\$5,000.00) for the City's cost to prepare the affordable housing plan and agreement required pursuant to this Condition.

CITY ENGINEER CONDITIONS:

PRIOR TO THE ISSUANCE OF A GRADING PERMIT, THE FOLLOWING CONDITIONS SHALL BE SATISFIED:

General:

40. The Developer shall demonstrate legal access to the parcel to the satisfaction of the City Engineer.
41. The Developer shall provide an access easement in a form and width as required to provide legal access from the southwest segment of Majestic Court southerly along Private Street "A" to property owned by the City located adjacent and north of the Arroyo Simi.

Grading:

42. The Developer shall submit to the City of Moorpark for review and approval, a rough grading plan, consistent with the approved Tentative Tract Map, prepared by a Registered Civil Engineer, shall enter into an agreement with the City of Moorpark to complete public improvements and shall post sufficient surety guaranteeing the construction of all improvements.
43. Concurrent with submittal of the rough grading plan an erosion control plan shall be submitted to the City for review and approval by the City Engineer. The design shall include measures for hydroseeding on all graded areas within 30 days of completion of grading unless otherwise approved by the City Engineer. Reclaimed water shall be used for dust control during grading, if available from Waterworks District No. 1 at the time of grading permit approval.

44. Unanticipated off-site import/export operations requiring an excess of 100 total truck loads (maximum 2,000 cubic yards) shall require Council approval prior to the commencement of hauling or staged grading operations. A haul route is to be submitted to the City Engineer for review and approval. Additional surety for the cleaning and/or repair of the streets may be required as directed by the City Engineer.
45. Temporary irrigation, hydroseeding and erosion control measures acceptable to the City shall be implemented on all temporary grading. Temporary grading is defined to be any grading partially completed and any disturbance of existing natural conditions due to construction activity. These measures will apply to temporary grading activity that remains or is anticipated to remain unfinished or undisturbed in its altered condition for a period of time greater than thirty (30) days or the beginning of the rainy season whichever comes first.
46. The maximum gradient for any slope shall not exceed a 2:1 slope inclination except where special circumstances exist. In the case of special circumstances where steeper slopes are warranted, plans will be reviewed by a certified soils engineer and their recommendations will be subject to the review and approval of the City Engineer and the Director of Community Development.
47. All graded slopes shall be planted in a timely manner meeting the approval of the Director of Community Development with groundcover, trees and shrubs that will stabilize slopes and minimize erosion.
48. All development areas and lots shall be designed and graded so that surface drainage is collected by the on-site storm drain system and pretreated by a device such as an oil/water separator, sand filter or City and VCFCD approved NPDES device equal prior to discharging storm water onto public property lot 3.
49. Grading and construction operations shall not interfere with peak traffic flow of nearby properties.

Geotechnical/Geology Review:

50. The Developer shall submit to the City of Moorpark for review and approval, detailed Geotechnical Engineering Report certified by a California Registered Civil Engineer. The geotechnical engineering report shall include an investigation with regard to liquefaction, expansive soils, and seismic safety. In addition, the report shall discuss the contents of the soils as to the presence or absence of any hazardous waste or other contaminants in the soils.
- A. Note: Review of the geotechnical engineering report, by the City's Geotechnical Engineer, may be required. The Developer shall reimburse the City for all costs including the City's administrative fee for this review.
51. All recommendations included in the approved geotechnical engineering report shall be implemented during project design, grading, and construction in accordance with the approved project. The City's geotechnical consultant shall review all plans for conformance with the soils engineer's recommendations. Prior to the commencement of grading plan check, the Developer's geotechnical engineer shall sign the plans confirming that the grading plans incorporate the recommendations of the approved soils report(s).

Storm Water Runoff and Flood Control Planning:

52. The Developer shall submit to the City of Moorpark for review and approval, drainage plans, hydrologic and hydraulic calculations prepared by a California Registered Civil Engineer; shall enter into an agreement with the City of Moorpark to complete public improvements and shall post sufficient surety guaranteeing the construction of all improvements.

The plans shall depict all on-site and off-site drainage structures required by the City.

The drainage plans and calculations shall indicate the following conditions before and after development:

- a. Quantities of water, water flow rates, major water courses, drainage areas and patterns, diversions, collection systems, flood hazard areas, sumps, sump

locations, detention facilities, and drainage courses. Hydrology shall be per the current Ventura County Standards except as follows:

- b. All storm drains shall carry a 10-year frequency storm;
- c. All catch basins shall carry a 10-year storm;
- d. All catch basins in a sump condition shall be sized such that depth of water at intake shall equal the depth of the approach flows;
- e. All culverts shall carry a 100-year frequency storm;
- f. Drainage facilities shall be provided such that surface flows are intercepted and contained in a storm drain. All drainage structures shall be designed to meet BMPs and to accommodate NPDES approved devices.
- g. Under a 10-year frequency storm, local, residential and private streets shall have one dry travel lane available on interior residential streets. Collector streets shall have a minimum of one dry travel lane in each direction;
- h. Drainage to adjacent parcels shall not be increased or concentrated by this development. All drainage measures necessary to mitigate storm water flows shall be provided by the Developer;
- i. All drainage grates shall be designed and constructed with provisions to provide adequate bicycle safety to the satisfaction of the City Engineer;
- j. If the land to be occupied is in an area of special flood hazard, the Developer shall notify all potential buyers in writing of this hazard condition. The grading plan shall also show contours indicating the 50- and 100-year flood levels.
- k. All flows from ribbon gutters and similar devices shall be deposited into the storm drain system prior to entering streets. If necessary, the storm drain system shall be extended beyond the public right-of-way through easements to eliminate surface flow

between parcels. Both storm drain and easements outside the right-of-way are to be maintained by the owners unless otherwise approved by the City Council.

- l. Concrete drainage structures shall be tan colored concrete, as approved by the Director of Community Development, and to the extent possible shall incorporate natural structure and landscape to reduce their visibility.
- m. Drainage for the development shall be designed and installed with all necessary appurtenances to safely contain and convey storm flows to their final point of discharge, subject to review and approval of the City Engineer.
- n. A hydraulic/hydrology study shall be prepared which analyzes the hydraulic capacity of the drainage system, with and without the storm drain system for the proposed development. The Developer shall make any downstream improvements, required by Ventura County Flood Control and the City of Moorpark, to support the proposed development.
- o. Improvements shall be constructed to detain drainage on-site or discharged to lot 3, as approved by VCFCFD. The detention amount shall be the difference between the ten-year and fifty-year storm event. A rainfall intensity zone K shall be utilized in the design unless an alternate design intensity is approved by the City Engineer.
- p. The Developer shall demonstrate that surface drainage from the site shall not drain over the sidewalk or driveways.
- q. The Developer shall demonstrate for each building pad within the development area that the following restrictions and protections can be put in place to the satisfaction of the City Engineer:
 - i. Adequate protection from a 100-year frequency storm; and
 - ii. Feasible access during a 50-year frequency storm.
 - iii. Hydrology calculations shall be per current Ventura County Standards.

53. All structures proposed within the 100-year flood zone shall be elevated at least one foot above the 100-year flood level.
54. The Developer shall provide for all necessary on-site and off-site storm drain facilities required by the City to accommodate upstream and on-site flows. Facilities, as shown on existing drainage studies and approved by the City, shall be delineated on the final drainage plans. Either on-site retention basins or storm water acceptance deeds from off-site property owners must be specified. These facilities (if applicable) must also be acceptable to the Ventura County Flood Control District.
55. The proposed future Ventura County Flood Control District Facility Expansion right-of-way at the south end of the property is an integral part of the overall drainage pattern that affects this map. The right-of-way dimensions for this future facility expansion shall be approved by the Ventura County Flood Control District. Existing easements and any revisions shall be shown on the Final Map.
56. The following requirements shall be included in the CC&R's:
 - a. All property areas shall be maintained free of litter/debris.
 - b. All on-site storm drains shall 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.
 - c. Private roads and parking lots/drive-throughs shall be maintained free of litter/debris. Sidewalks, parking lots and drive-throughs 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, washwater shall not discharge to the storm drains; washwater 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.

- d. All exterior metal building surfaces, including roofing, shall be coated and sealed with rust inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system.
- e. Landscaping shall 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.
- f. Trash enclosures and/or recycling area(s) shall be covered. All litter/waste material shall be kept in leak proof containers. Area shall be paved with impermeable material. No other area shall drain onto these areas. There shall be no drain connected from the trash enclosure area to either the storm drain system or the sanitary sewer. However, the enclosure shall be designed and constructed with provision for future connection to the sanitary sewer.

National Pollutant Discharge Elimination System (NPDES):

- 57. Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, the Developer shall submit a Stormwater Pollution Control Plan (SWPCP), on the form provided by the City for the review and approval of the City Engineer.
- 58. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, NPDES Permit No. CAS063339.
- 59. The SWPCP 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 Practices (BMPs) to effectively prohibit the entry of pollutants from the construction site into the storm drain system during construction.
- 60. Improvement plans shall note that the contractor shall comply to the "California Storm Water Best Management Practice Handbooks."
- 61. The Developer shall obtain a permit from the State Water Resources Control Board for "All storm water discharges

associated with construction activity where clearing, grading, and excavation results in land disturbances of five or more acres." The Developer shall submit a Notice of Intent (NOI) to the city Engineers office as proof of permit application. If required, prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, the Developer shall also submit the Notice of Intent to the California State Water Resources Control Board, Storm Water Permit Unit in accordance with the NPDES Construction General Permit No. CASQ00002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities. The Developer shall comply with all additional requirements of this General Permit including preparation of a Stormwater Pollution Prevention Plan (SWPPP).

62. The Developer shall also comply with NPDES objectives as outlined in the "Stormwater Pollution Control Guidelines for Construction Sites". This handout is available at the City Engineer's office and a copy will be attached to the approved grading permit.
63. Development shall be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Management Program, NPDES Permit No. CAS063339.
64. The project construction plans shall incorporate Best Management Practices (BMPs) applicable to the development for the review and approval of the City Engineer.
65. All onsite storm drain inlets, whether newly constructed or existing, shall be labeled "Don't Dump - Drains to Arroyo."
66. City Ordinance No. 100 and the Federal Emergency Management Agency (FEMA), require updating of the National Flood Insurance Program maps for affected areas whenever any alteration of the watercourse is made. All materials required by FEMA for a map revision shall be provided to the City Engineer's office. This material will demonstrate the revised flood plain locations following development. This information will be forwarded by the City Engineer to the FEMA for review and updating of the National Flood Insurance Program maps. If updates to the flood zone have been made, a conditional letter of map revision shall be provided to the City prior to issuance of a zone clearance

for occupancy of the first residential unit. The Developer will be responsible for all costs charged by the FEMA and City' administrative costs.

Street Improvement Requirements:

67. The Developer shall verify that all street improvements are consistent with City of Moorpark policy and Ventura County road standards. The Developer shall submit to the City of Moorpark for review and approval, street improvement plans prepared by a Registered Civil Engineer; and shall post sufficient surety guaranteeing the construction of the improvements. Street improvements, median, and parkway landscaping shall not be accepted by the City for maintenance until completion, unless otherwise determined by the City Engineer.
68. The Developer shall apply for and pay required fees associated with a City of Moorpark encroachment permit. An encroachment permit is required for any work within the City Right of Way.
69. Publicly dedicated streets shall conform to the design requirements of the Ventura County Road Standards (most recent revision), unless these requirements are modified by a specific condition.
70. The street labeled as "A" Street shall be a publicly dedicated street at a minimum from its intersection with Los Angeles Avenue to a point on the south side of Majestic Court. The developer shall provide a total right of way width of 52 feet. The developer shall construct a street with a width from curb face to curb face of 36 feet having an 8 feet high slump block wall at the west property line and a 4 feet sidewalk behind a 4'6" parkway on the east side of the street.
71. The entrance at "A" Street shall be designed to include a traffic control device acceptable to Caltrans and the City Engineer that prohibits left turn movements onto Los Angeles Avenue from "A" Street and onto "A" Street from Los Angeles Avenue. The developer shall submit for review and approval traffic counts/estimates for stacking of vehicles at the entrance of "A" Street during peak hours. The Developer shall justify that the design of the entrance of "A" Street is adequate for peak hour stacking of vehicles

and truck turning radius movements (45-foot minimum). The Developer shall submit for review and approval traffic data to determine that there is not a need for deceleration or acceleration lanes on Los Angeles Avenue.

72. A driveway access shall be constructed from the Regal Park Homes property to the west through to "A" Street, north of Majestic Court. The developer shall work with the Regal Park Homeowners Association as to the location of the new driveway access, the removal of the existing curb cut and driveway at Los Angeles Avenue and installation of irrigation lines and landscaping along the Regal Park property frontage adjacent to Los Angeles Avenue. The size and location of the driveway shall be approved by the Homeowners Association and the Director of Community Development. All costs associated with Preparation of plans, removal and installation of all hardscape, softscape and irrigation lines shall be the responsibility of the developer. The plans shall be subject to the review and approval of the City Engineer and Director of Community Development. All of the work, including installation of landscaping along Los Angeles Avenue shall be completed prior to Occupancy of the first residential unit.
73. The developer shall offer to dedicate additional right-of-way to Caltrans along the south side of Los Angeles Avenue to provide 70 feet of right-of-way or less, if approved by the City, from the centerline of the street to the south property line.
74. The street improvements shall include concrete curb and gutter, parkways, street lights, and signing, striping, interim striping and traffic control, paving, and any necessary transitions, to the satisfaction of the City Engineer. All driveway locations shall be approved by the City Engineer and the Director of Community Development. All streetlights shall be designed so as not to reflect light unto adjacent residential property. The Developer shall dedicate any additional right-of-way necessary to make all of the required improvements.
75. The Developer shall provide slope easements for road maintenance purposes only along all roads where the top of cut plus 5 feet or the toe of fill plus 5 feet is beyond the dedicated right-of-way. Said slope easements shall

include the area covered by the cut slope plus 5 feet and fill slope plus 5 feet.

76. Streetlights shall be provided on the improvement plans per Ventura County Standards and as approved by the City Engineer. The Subdivider/Developer shall pay all energy costs associated with public street lighting for a period of one year from the acceptance of the street improvements.
77. Above ground obstructions (utility cabinets, mailboxes, etc.) are to be placed within the right-of-way landscaping areas whenever possible. When above ground obstructions are to be placed within the sidewalk, a minimum five (5) foot clear sidewalk width must be provided around the obstruction.
78. Additional surety shall be provided for resurfacing and/or repair of the full width portion of Majestic Court and/or Los Angeles Avenue located adjacent to the project. The surety shall be used to secure the curb replacement and overlay or slurry of the street, as a result of damage from construction work or utility trenching. The City may require restoration of the street before occupancy of the building. Surety will be returned upon the City Engineer accepting the condition of the street.

Other:

79. The Developer shall indicate in writing to the City the disposition of any wells that may exist within the project. If any wells are proposed to be abandoned, or if they are abandoned and have not been properly sealed, they must be destroyed or abandoned per Ventura County Ordinance No. 2372 or Ordinance No. 3991 and per Division of Oil and Gas requirements. Permits for any well reuse (if applicable) shall conform with Reuse Permit procedures administered by the County Water Resources Development Department.
80. The Developer shall comply with all pertinent County of Ventura Public Works Department water and sewer connection regulations. These measures shall be implemented by the County of Ventura Public Works Department (Waterworks District No. 1)

81. All existing and proposed utilities shall be undergrounded as approved by the City Engineer. All power lines less than 66KV shall be undergrounded.
82. The final design and location of all walls and fences, streetscape elements, urban landscaping are subject to the approval of the Director of Community Development.
83. In accordance with Business and Professions Code 8771 the street improvement plans shall, provide for a surveyors statement on the plans, certifying that all recorded monuments in the construction area have been located and tied out or will be protected in place during construction.
84. Any right-of-way necessary to complete the required improvements shall be acquired by the Developer at their expense.
85. If any of the improvements which the Developer is required to construct or install is to be constructed or installed upon land in which the Developer does not have title or interest sufficient for such purposes, the Developer shall do all of the following at least 60 days prior to the filling of the final or parcel map for approval pursuant to Governmental Code Section 66457.
 - a. Notify the City of Moorpark in writing that the Developer wishes the City to acquire an interest in the land, which is sufficient for the purposes as provided in Governmental Code Section 66462.5.
 - b. Supply the City with (i) a legal description of the interest to be acquired, (ii) a map or diagram of the interest to be acquired sufficient to satisfy the requirements of subdivision (e) of Section 1250.310 of the Code of Civil procedure, (iii) a current appraisal report prepared by an appraiser approved by the City which expresses an opinion as to the fair market value of the interest to be acquired, and (iv) a current Litigation Guarantee Report.
 - c. Enter into an agreement with the City, guaranteed by such cash deposits or other security as the City may require, pursuant to which the Developer will pay all of the City's cost (including, without limitation,

attorney's fees and overhead expenses) of acquiring such an interest in the land.

86. The Developer shall submit wall and landscaping plans showing that provisions have been taken to provide for and maintain proper sight distances. All fences, walls and other structures shall be submitted to and approved by the Director of Community Development.
87. The Developer shall post sufficient surety guaranteeing completion of all site improvements within the development and other offsite and on-site improvements, including the ultimate street improvements on Los Angeles Avenue and improvements required by the conditions as described herein (i.e., grading, street improvements, storm drain improvements, landscaping, fencing, bridges, etc.) or which require removal (i.e., access ways, temporary debris basins, etc.) in a form acceptable to the City.
88. The developer shall construct all masonry perimeter walls prior to rough grading of the overall site.
89. Any special street intersection treatments shall be approved by the City Engineer and the Director of Community Development.
90. The Developer shall make a special contribution to the City representing the Developer's pro-rata share of the cost of improvements at the following intersections:
 - a. Los Angeles Avenue/Spring Road (\$165,000)
 - b. Los Angeles Avenue/Moorpark Avenue (\$65,000)
 - c. Poindexter Avenue/Moorpark Avenue (\$120,000)

The actual contribution (pro-rata share) shall be based upon the additional traffic added to the intersection. The Developer's traffic engineer shall provide the City Engineer an estimate of the projected numbers for calculation of the pro-rata share.

DURING GRADING, THE FOLLOWING CONDITIONS SHALL APPLY:

91. Grading may occur during the rainy season from October 15th to April 15th subject to installation of debris and erosion control facilities. Erosion control measures shall be in place and functional between October 15th and April 15th.

92. Prior to any work being conducted within the State, County, or City right of way, the Developer shall obtain all necessary encroachment permits from the appropriate Agencies.
93. During site preparation and construction, the contractor shall minimize disturbance of natural groundcover on the project site until such activity is required for grading and construction purposes.
94. During clearing, grading, earth moving or excavation operations, dust shall be controlled by regular watering. In addition the following measures shall apply:
95. Water all site access roads and material excavated or graded on or off-site to prevent excessive amounts of dust. Watering shall occur a minimum of at least two times daily, preferably in the late morning and after the completion of work for the day. Additional watering for dust control shall occur as directed by the City. The grading plan shall indicate the number of water trucks, which will be available for dust control at each phase of grading.
96. Cease all clearing, grading, earth moving, or excavation operations during periods of high winds (greater than 20 mph averaged over one hour). The contractor shall maintain contact with the Air Pollution Control District (APCD) meteorologist for current information about average wind speeds.
97. Water or securely cover all material transported off-site and on-site to prevent excessive amounts of dust.
98. Keep all grading and construction equipment on or near the site, until these activities are completed.
99. Facemasks shall be used by all employees involved in grading or excavation operations during dry periods to reduce inhalation of dust, which may contain the fungus, which causes San Joaquin Valley Fever.
100. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive dust generation.

101. Wash off heavy-duty construction vehicles before they leave the site.
102. After clearing grading, earth moving, or excavation operations, and during construction activities, fugitive dust emissions should be controlled using the following procedures:
103. Apply non-hazardous chemical stabilizers to all inactive portions of the construction site. When appropriate, seed exposed surfaces with a fast-growing, soil-binding plant to reduce wind erosion and its contribution to local particulate levels.
104. Periodically, or as directed by the City Engineer, sweep public streets in the vicinity of the site to remove silt (i.e., fine earth material transported from the site by wind, vehicular activities, water runoff, etc.) which may have accumulated from construction activities.
105. All diesel engines used in construction equipment shall use reformulated diesel fuel.
106. During smog season (May-October) the City shall order that construction cease during Stage III alerts to minimize the number of vehicles and equipment operating, lower ozone levels and protect equipment operators from excessive smog levels. The City, at its discretion, may also limit construction during Stage II alerts.
107. Construction activities shall be limited to between the following hours: a) 7:00 a.m. and 7:00 p.m. Monday through Friday, and b) 9:00 a.m. to 6:00 p.m. Saturday. Construction work on Saturdays will require payment of a premium for City inspection services, and may be further restricted or prohibited should the City receive complaints from adjacent property owners. No construction work is to be done on Sundays, pursuant to Section 15.26.010 of the Municipal Code.
108. Truck noise from hauling operations shall be minimized through establishing hauling routes, which avoid residential areas, and requiring that "Exhaust Brakes" not be used along the haul route within the City. The hauling plan must be identified as part of the grading plan and shall be approved by the City Engineer.

109. The Developer shall ensure that construction equipment is fitted with modern sound-reduction equipment.
110. Equipment not in use for more than ten minutes shall be turned off.
111. If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Ventura County Environmental Health Department, the Fire Department, the Sheriff's Department, and the City Construction Observer shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
112. The Developer 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.
113. Equipment engines shall be maintained in good condition and in proper tune as set forth in manufacturer's specifications.
114. Backfill of any pipe or conduit shall be in 4" fully compacted layers unless otherwise specified by the City Engineer.
115. Soil testing for trench compaction is to be performed on all trenches for pipe or conduit placement. The interval of testing shall be less than once every 4 feet of lift and 100 lineal feet of trench excavated. This note shall also be placed on applicable plans associated with site development.
116. Observe a 15-mile per hour speed limit for the construction area.
117. During site preparation and construction, construct temporary storm water diversion structures per City of Moorpark standards.

**PRIOR TO ISSUANCE OF A ZONING CLEARANCE FOR A BUILDING PERMIT
THE FOLLOWING CONDITIONS SHALL BE SATISFIED:**

118. Prior to issuance of a building permit, the Developer shall pay to the City the Los Angeles Avenue Area of Contribution (AOC) Fee, which shall be the dollar amount in effect at the time the fee is paid.

If previous payment of this contribution can be demonstrated, to the City's satisfaction upon concurrence of the City Manager, the Developer would not have to pay the AOC fee.

119. Prior to issuance of a building permit, all habitable structures shall be designed to current UBC requirements or the City approved geotechnical report requirements for the project, whichever standard is most restrictive.

120. An As-Graded geotechnical report and rough grading certification shall be submitted to and approved by the City Engineer and Geotechnical Engineer.

**PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY THE FOLLOWING
CONDITIONS SHALL BE SATISFIED:**

121. If directed by the City, the Developer shall have repaired, overlaid or slurried that portion of Moorpark Avenue, Majestic Court and/or Los Angeles Avenue adjacent to the development. The repairs, curb replacement, parkways, sidewalks, and overlay or slurry of the street, as a result of damage from construction work or utility trenching shall be along the entire length of the project including transitions unless otherwise approved and shall be completed to the satisfaction of the City Engineer.

122. A copy of the recorded Map(s) shall be forwarded to the City Engineer for filing.

123. A final grading certification shall be submitted to and approved by the City Engineer.

**PRIOR TO ACCEPTANCE OF PUBLIC IMPROVEMENTS AND BOND REDUCTION
AND/OR EXONERATION, THE FOLLOWING CONDITIONS SHALL BE SATISFIED:**

124. Reproducible centerline tie sheets shall be submitted to the City Engineer's office.

125. Sufficient surety in a form and in an amount acceptable to the City guaranteeing the public improvements shall be provided, and shall remain in place for one year following acceptance by the City. Any surety that is in effect three years after final map approval or issuance of the first building permit shall be increased an amount equal to or greater than the consumers price index (Los Angeles/Long Beach SMSA) for a period since original issuance of the surety and shall be increased in like manner each year thereafter.
126. If necessary, the applicant shall file for a time extension with the City Engineer's office at least six weeks in advance of expiration of the agreement to construct subdivision improvements. The fees required will be in conformance with the applicable ordinance section.
127. Original "as built" plans will be certified by the Developer's Registered Civil Engineer and submitted with two sets of blue prints to the City Engineer's office. Although grading plans may have been submitted for checking and construction on sheets larger than 22" X 36", they must be resubmitted as "record drawings" in a series of 22" X 36" mylars (made with proper overlaps) with a title block on each sheet. Submission of "as built" plans is required before a final inspection will be scheduled.
128. The Developer shall demonstrate that a maintenance agreement is in place as part of the Homeowners Association responsibility for the purpose of servicing all on-site NPDES devices.

Offer of Dedication and Maintenance Agreement

129. Prior to approval of the Final Map, the applicant shall provide an irrevocable offer of an easement and execute a "Maintenance Agreement" between Caltrans and the City subject to approval of Caltrans and the City, to ensure maintenance of the landscaping within the Caltrans right-of-way to the City and execute for the purpose of maintaining all landscaping along Los Angeles Avenue. Prior to approval of the Final Map, the applicant shall provide an irrevocable offer of an easement to the City for the purpose of maintaining all landscaping of the site adjacent to Los Angeles Avenue. The area referred to shall be all landscaped portions of the required setback area

adjacent to the public right-of-way along the street frontages. The applicant shall be responsible for maintenance of the aforementioned area as well as the landscaping within the public right-of-way adjacent to the project. If the City, at its sole discretion, determines the landscape maintenance to be unsatisfactory in any of the aforementioned areas, the City may invoke the offer of dedication and assume responsibility at the owner's expense for any or all of the aforementioned areas. The total cost of maintenance for the areas noted above shall be borne by the applicant. The City may, at its sole discretion, place the aforementioned areas in a landscape maintenance assessment district. The applicant shall record a covenant to this effect. The applicant shall maintain the right to protest the amount of spread of any proposed assessment, but not the formation of, or annexation to a maintenance assessment district.

COUNTY OF VENTURA ENVIRONMENTAL HEALTH CONDITION:

130. All water impoundment (s) shall be maintained in a manner which will not create mosquito breeding sources.
131. Prior to issuance of a building permit pertaining to the project, the applicant shall obtain plan check approval of the proposed swimming pool (s) from the County of Ventura Environmental Health Division.

COUNTY OF VENTURA WATERWORKS DISTRICT CONDITIONS:

132. Provide Ventura County Waterworks District the following:
 - a. Water and sewer improvement plans. A sample format is available at the District upon request.
 - 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 County of Ventura Fire Protection District.
 - d. Copy of Release from Calleguas Municipal Water District.
 - e. Cost estimates for water and sewer improvements.

- f. Fees: Plan check, construction inspection, capital improvement charge, sewer connection fee and water meter charge.
- g. Signed Contract to Install, and Surety Bond.

MOORPARK POLICE DEPARTMENT REQUIREMENTS:

- 133. The applicant is required to adhere to applicable Police Department Requirements.

VENTURA COUNTY FLOOD CONTROL CONDITION:

- 134. Prior to Final Map Approval, the applicant is required to dedicate to the Ventura County Flood Control District the area required by the District for the proposed future improvements to the Arroyo Simi. Verification of dedication of the area from the Flood Control District shall be given to the Department of Community Development prior to Final Map Approval.
- 135. No direct storm drain connections to Ventura County Flood Control District facilities will be allowed without appropriate Best Management Practices (BMP's) for compliance with Ventura Countywide Stormwater Program.

VENTURA COUNTY FIRE DISTRICT CONDITIONS:

- 136. Access roads shall be installed with an all weather surface, suitable for access by Fire Department apparatus. A minimum clear street width of 36 feet shall be provided.
- 137. The access roadway (s) shall be extended to within 150 feet of all portions of the exterior walls of the first story of any building. Where the access roadway cannot be provided, approved fire protection system or systems shall be installed as required and acceptable to the Fire District.
- 138. All driveways shall have a minimum vertical clearance of 13 feet 6 inches (13'6").
- 139. Approved turnaround areas for fire apparatus shall be provided where the access road is 150 feet or farther from the main thoroughfare.

140. The access road (s)/driveway (s) shall be certified by a registered Civil Engineer as having an all weather surface in conformance with public Works standards. This certification shall be submitted to the Fire District prior to combustible construction.
141. Any gates used to control vehicle access shall be designed as required by the Fire Department Gate Guidelines. Design criteria includes, stacking method of gate control, clear widths, and Knox systems for secured gates. Gate plan details shall be submitted to the Fire Prevention Division for review and approval prior to recordation.
142. Prior to recordation of street names, proposed names shall be submitted to the Fire District's Communications Center for review and approval.
143. 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.
144. Address numbers, a minimum of 4 inches (4") high, shall be installed prior to occupancy, shall be of contrasting color to the background, and shall be readily visible at night. Where structures are set back more than 150 feet (150') from the street, larger numbers will be required so they are distinguishable from the street. In the event the structure (s) is not visible from the street, the address number (s) shall be posted adjacent to the driveway entrance.
145. Prior to construction, the applicant shall submit plans to the Fire District for review and approval of the location of hydrants. On Plans, show existing hydrants within 500 feet of the development.
146. Fire hydrants shall be installed and in service prior to combustible construction and shall conform to the minimum standard of the Moorpark Water Works manual.
147. Each hydrant shall be a 6-inch wet barrel design and shall have (1) 4 inch and (1) 2 1/2-inch outlet(s).
148. The required fire flow shall be achieved at no less than 20-psi residual pressure.

149. Fire hydrants shall be spaced 300 feet on center and so located that no structure will be farther than 150 feet from any one hydrant.
150. Fire hydrants shall be set back in from the curb face 24 inches on center.
151. A minimum fire flow of 1,000 gallons per minute at 20 psi shall be provided at this location. The applicant shall verify that the water purveyor can provide the required volume at the project.
152. Prior to recordation, the applicant shall provide to the Fire District verification from the water purveyor that the purveyor can provide the required fire flow for the project.
153. The building plans of public assembly areas which have occupant load of 50 or more, shall be submitted to the Fire District for review.
154. Portions of this development may be in a high fire hazard area and those structures shall meet hazardous fire area building code requirements.
155. All grass or brush exposing and structure (s) to fire hazards shall be cleared for a distance of 100 feet prior to framing, according to the Ventura County Fire Protection Ordinance.
156. An approved spark arrestor shall be installed on the chimney of any structure (s).
157. Applicant shall obtain and comply with the provisions of VCFD No. 126 "Requirements for Construction" prior to obtaining a building permit for any new structures or additions to existing structures.

**APPROVAL OF RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 98-1
SUBJECT TO COMPLIANCE WITH THE FOLLOWING CONDITIONS:**

Note: Prior to the issuance of a Building Permit, the applicant shall have recorded Tract Map 5133. The conditions of approval for the Tentative Tract Map shall apply to Residential Planned Development Permit No. 98-1.

**DEPARTMENT OF COMMUNITY DEVELOPMENT CONDITIONS:
GENERAL REQUIREMENTS:**

Permitted Uses

1. The permit is granted for the land and project as identified on the entitlement application form and as shown on the approved plot plans and elevations. The location and design of all site improvements shall be as shown on the approved plot plans and elevations except or unless indicated otherwise herein in the following conditions. Any change from the submitted product mix shall require approval of a modification to the Residential Planned Development Permit.

Requirement for Affordable Housing Agreement

2. Far West Homes, LLC (Developer) shall, in order to meet the requirements of California Health and Safety Code 33410 et seq., as a condition of Tentative Tract Map No. 5133, agree as follows:

(1) Low Income Housing

(A) Developer shall provide seven (7) three (3) bedroom units of not less than 1,160 square feet in size, to be sold to buyers who meet the criteria for low income households established by the United States Department of Housing and Urban Development for the County of Ventura (80% of Median income). Four (4) of said units shall be provided within the development project and scheduled as follows:

- (a) The first unit shall be constructed no later than the construction of the twenty-fifth (25th) unit.
- (b) The second unit shall be constructed no later than the construction of the fiftieth (50th) unit.

- (c) The third unit shall be constructed no later than the construction of the seventy-fifth (75th) unit.
- (d) The fourth unit shall be constructed prior to the construction of the last unit.

(B) Three (3) of the required units may be provided outside the development project through such means or methods as purchase buy-downs, or other means approved by the City. The Developer shall be responsible for all costs related to providing the affordable units and shall be responsible for providing the City with verification that the units provided outside the development project are units previously not affordable to low income households. The Developer shall also be responsible for providing the affordable units as follows:

- (a) If the affordable units are located within the Moorpark Redevelopment Project Area the units shall be provided on a one-for-one basis.
- (b) If any of the affordable units are located outside of the Moorpark Redevelopment Project Area, the units shall be provided on two units for each required unit basis.

The initial sales price, location of the units, buyer eligibility, resale restrictions, respective role of the City and the Developer, and any other item determined necessary by the City shall be set forth in the Affordable Housing Implementation and Resale Restriction Plan, which shall be approved by the City Council prior to recordation of the first final Tract Map for this project.

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.

(2) Very Low Income Housing

In lieu of constructing the five (5) Very Low income affordable housing units required, Developer shall pay a fee of Sixty Thousand Dollars (\$60,000) for each of the five units, or a total of Three Hundred Thousand Dollars (\$300,000) to the City (In-Lieu Fee) which shall be used by the City for the purpose of providing housing affordable to Very-Low income households. A pro-rata portion of the In-

Lieu Fee in the amount of Three Thousand Seven Hundred Ninety Seven Dollars and Forty Seven Cents (\$3,797.47) per unit shall be paid prior to issuance of the building permit for each dwelling unit in the development project (This is based on 79 units).

Commencing October 1, 2001, and annually thereafter, the In-Lieu Fee shall be adjusted by any increase in the Consumer Price Index (CPI) until all In-Lieu Fees have been paid. The CPI increase shall be determined by 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 for the preceding twelve month period covering June to June. In the event there is a decrease in the CPI for any annual indexing, the In-Lieu Fee shall remain at its then current amount until such time as the next subsequent indexing which results in an increase.

3) Preparation Fee

Developer shall pay to City the amount of Five Thousand Dollars (\$5,000.00) for the City's cost to prepare the affordable housing plan and agreement required pursuant to this Condition.

Approval of the Residential Planned Development Permit is conditioned upon execution of an Affordable Housing Agreement between the City of Moorpark and the applicant or developer. Compliance with the terms and conditions of this Agreement shall address affordable housing provisions. The Agreement is subject to approval of the City Council, and if compliance of the Agreement is not achieved, the City Council may initiate a Reversion to Acreage or other procedure, and nullify the Residential Planned Development Permit. City Council approval of an Affordable Housing Agreement must occur before approval of the Final Subdivision Map.

Use Inauguration

3. Unless the project is inaugurated (building foundation slab in place and substantial work in progress) not later than three (3) years after this permit is granted, this permit shall automatically expire on that date. The Director of Community Development may, at his discretion, grant up to

two (2) one (1) year extensions for project inauguration if there have been no changes in the adjacent areas and if applicant can document that he has diligently worked towards inauguration of the project during the initial two year period and the applicant has concurrently requested a time extension to the tentative tract map. The request for extension of this entitlement shall be made at least 30-days prior to the expiration date of the permit.

Modification to Permit

4. All facilities and uses other than those specifically requested in the application are prohibited unless an application for a modification has been approved by the City of Moorpark. Any minor changes to this permit shall require the submittal of an application for a Minor Modification and any major changes to this permit shall require the submittal of a Major Modification as determined by the Director of Community Development.

Other Regulations

5. The design, maintenance, and operation of the permit area and facilities thereon shall comply with all applicable regulations of the RPD zone and all requirements and enactments of Federal, State, County, and City authorities, and all such requirements and enactments shall, by reference, become conditions of this permit.

Graffiti Removal

6. The applicant or his successors and assigns, or the Homeowners Association shall remove any graffiti within five (5) days from written notification from the City of Moorpark. All graffiti removal shall be accomplished to the satisfaction of the Director of Community Development.

Phasing

7. Any phasing shall be approved by the Director of Community Development. The Director shall avoid to the extent possible any impacts to existing residential areas from construction traffic.

Effect of Conditions

8. No conditions of this entitlement shall be interpreted as permitting or requiring any violation of law or any unlawful rules or regulations or orders of an authorized governmental agency. In instances where more than one set of rules apply, the stricter ones shall take precedence.

Severability

9. If any of the conditions or limitations of this permit are held to be invalid, that holding shall not invalidate any of the remaining conditions or limitations set forth.

Permittee Defense Costs

10. The permittee agrees as a condition of issuance and use of this permit to defend, at his sole expense, any action brought against the City because of issuance (or renewal) of this permit or in the alternative to relinquish this permit. Permittee will reimburse the City for any court costs and/or attorney's fees which the City may be required by the court to pay as a result of any such action. The City may, at its sole discretion, participate in the defense of any such action, but such participation shall not relieve permittee of his obligation under this condition.

Acceptance of Conditions

11. The permittee's acceptance of this permit and/or commencement of construction and/ or operations under this permit shall be deemed to be acceptance of all conditions of this permit.

Surety for Utilities

12. Prior to approval of a final map, the subdivider shall post sufficient surety to assure that all proposed utility lines within and immediately adjacent to the project site shall be placed undergrounded to the nearest off-site utility pole. Prior to the issuance of an occupancy permit for the last house in the tract, all existing utilities shall also be undergrounded to the nearest off-site utility pole with the exception of 66 KVA or larger power lines. This requirement for undergrounding includes all above-ground

power poles on the project site as well as those along the frontage roads of the site. All utility lines that must connect across Los Angeles Avenue shall be placed underground via an underground conduit.

Rain Gutters and Downspouts

13. Rain gutters and downspout shall be provided on all sides of the structure for all units where there is a directional roof flow. Water shall be conveyed to the street or drives in non-corrosive devices as determined by the City Engineer.

Roof Mounted Equipment

14. No roof mounted equipment (other than required vents) shall be permitted. Exceptions to this limitation must be approved by the Director of Community Development.

Exterior Lighting

15. Exterior front yard lighting within the development shall be limited to illumination of entryways and address identification. Excessively bright and/or unshielded front door lighting shall be prohibited.

Dedication of Access Rights

16. The applicant shall dedicate to the City all access rights on "A" Street, Majestic Court and all private streets within the project site in order to provide access for all governmental agencies providing Municipal Code compliance, public safety, health and welfare services.
17. The developer shall dedicate vehicular access rights to the City of Moorpark along "A" Street and Majestic Court.

Energy Saving Devices

18. That all residential units shall be constructed employing energy saving devices. These devices are to include, but are not limited to the following:

- a. Ultra low flush toilets (to not exceed 1.6 gallons);
- b. Low water use shower controllers as required by Title 24 of the Uniform Building Code shall be placed on all shower facilities;
- c. Natural gas fueled stoves, ovens and ranges shall not have continuous burning pilot lights;
- d. All thermostats connected to the main space heating source shall have night set back features;
- e. To ensure closure when not in use kitchen ventilation systems shall have automatic dampers; and
- f. Hot water solar panel stub-outs shall be provided.

Maintenance of Permit Area

19. The continued maintenance of the permit area and facilities shall be subject to periodic inspection by the City. The permittee or owner shall be required to remedy any defects in ground maintenance, as indicated by the Code Enforcement Officer within five (5) days after notification.

Archaeological or Historical Finds

20. If any archaeological or historical finds are uncovered during excavation operations, all grading or excavation shall cease in the immediate area, and the find left untouched. The permittee shall assure the preservation of the site; shall obtain the services of a qualified paleontologist or archaeologist, whichever is appropriate to recommend disposition of the site; and shall obtain the Director of Community Development's written concurrence of the recommended disposition before resuming development. The developer shall be liable for the costs associated with the professional investigation.

PRIOR TO ISSUANCE OF A GRADING PERMIT:

21. The applicant shall indicate where the export of dirt from the site will be taken. If import dirt is to be brought to the site, the applicant shall state the number of cubic yards and location of the borrow site. The City shall approve the haul routes.

**PRIOR TO ISSUANCE OF A ZONING CLEARANCE, THE FOLLOWING
CONDITIONS SHALL BE SATISFIED:**

Citywide Traffic Mitigation Fee

22. Prior to the issuance of a Zoning Clearance for construction for each unit, the applicant shall pay a Citywide Traffic Mitigation Fee of \$3,000 for each of the residential units.

Lighting Plan

23. Prior to issuance of a Zoning Clearance for Construction, the applicant shall submit to the Department of Community Development a lighting plan for review and approval consistent with Section 17.30.060.

Traffic System Management Contribution

24. Prior to the issuance of a Zoning Clearance for construction, the permittee shall make a total contribution to the Moorpark Traffic Systems Management Fund (TSM) of \$1,288.87 per unit to fund TSM programs or clean-fuel vehicles programs as determined by the City.

Tree Report and Removal Permit

25. As a condition of removal of the trees on-site, the applicant shall provide an additional \$130,324.00 worth of trees and other enhanced landscaping which is the amount of the value of existing trees to be removed from the site. The additional landscaping is in addition to the landscaping normally required for the project is in addition to what would normally be required normal required landscaping. This amount may be reduced by the amount of the value of any trees to remain as determined by the Director of Community Development.

Submittal of Landscape Plans

26. Prior to issuance of a Zoning Clearance for construction, a complete landscape plan, together with specifications shall be submitted to the Director of Community Development. The plans shall conform to the following:

- a. Three sets of plans shall be submitted for each plan check.
- b. Each sheet of the plans shall be wet stamped and signed by the project landscape architect. The project landscape architect shall be licensed by the State of California.
- c. The plans shall include the following landscape components as appropriate: demolition, construction, irrigation, planting, details and specifications.
- d. Unless otherwise specified in these project conditions, the plans shall be prepared in general conformance with the Submittal Requirements and Landscape Standards described in the Ventura County Landscape Design Criteria.
- e. A separate Maintenance Plan shall be prepared in accordance with the Approval/Installation Verification standards described in the Ventura County Landscape Design Criteria.
- f. Unless otherwise specified in these project conditions, the plans shall be prepared in substantial conformance with the approved conceptual plans for the project.
- g. The applicant shall bear the full cost of landscape plan reviews, installation and inspections as deemed necessary by the Director of Community Development.
- h. Prior to initial review of the landscape plans, the applicant shall deposit funds for plan review in an amount specified by the Director of Community Development. The applicant shall deposit additional funds upon request as needed to cover all landscape plan check and inspection fees. Any deposit balance remaining following final approval of the installation shall be refunded to the applicant.
- i. The following notes shall be included on the plans and shall be project conditions:

- i. All plant material shall conform to the current issue of the American Standard for Nursery Stock published by the American Association of Nurserymen.
 - ii. Prior to final inspection by the City of Moorpark, the applicant's landscape architect shall provide written certification to the City, stating that the installation is in substantial conformance with the approved landscape plans.
 - iii. Prior to final inspection by the City of Moorpark, the applicant shall provide a written certification for the operation of the backflow device.
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- j. A ten foot (10) wide dense landscaping buffer along the entire length of the southerly property line adjacent to the Arroyo Simi shall be provided.
 - k. Thirty six (36) inch box trees shall be provided along the east, west and southerly property lines, one for each front yard area and within the parkway on the east side of "A" Street.
 - l. The planting plan shall indicate the proposed locations of light standards. The lighting and tree locations shall be designed to avoid conflicts.
 - m. All backflow preventers, transformers, and other above-grade utilities shall be appropriately screened with walls and/or plantings.
 - n. The planting and irrigation design shall comply with the State of California Model Water Efficient Landscape Ordinance.
 - o. Prior to occupancy, the landscape installation shall be approved by the Director of Community Development. This approval shall be based upon written certification of the landscape installation by the City Landscape Consultant.
 - p. Subsequent to occupancy, the landscaping shall be maintained in accordance with the approved Maintenance Plan.

- q. The landscape plan shall include planting and irrigation specifications for manufactured slopes and all common areas.
- r. Ground cover, trees, and shrubs shall be provided on Lots 43 and 71 and shall be designed so as to function as a decorative entryway to the project.
- s. The landscape plan shall include planting and irrigation specifications for manufactured slopes over three (3) feet in height, front yard landscaping for all residences and all common areas to be maintained by the homeowners association including the parkways located along Los Angeles Avenue and "A" Street. Front Yard landscaping shall be installed on all lots in this project and approved by the Director of Community Development prior to final inspection and release of utilities.
- t. Prior to the issuance of a Zoning Clearance for construction and/or recordation of Tentative Tract Map No. 5133, the applicant shall provide an irrevocable offer of an easement to the City for the purpose of maintaining all landscaping and walls adjacent Los Angeles Avenue and "A" Street in the event such is determined to be necessary by the City at it's sole discretion. The Homeowners Association shall be responsible for maintenance of all common areas as determined by the City. Bermed landscaping consisting of trees, ground cover, flowers and shrubs shall be provided along the property frontage adjacent to Los Angeles Avenue.
- u. In the area of future buildings not under construction, turf and irrigation shall be installed.
- v. The final landscape plans shall include landscaping specifications, planting details, and design specifications consistent with the following requirements:
 - i. The landscape plan shall include the final design of all sidewalks, barrier walls, streetscape elements, urban landscaping and pedestrian paths within the project limits.

- ii. All plant species utilized shall not exceed the irrigation Water Allowance, as discussed in the State Model Water Efficient Landscape Ordinance.
- iii. Landscaping at site entrances and exits and any intersection within the parking lot shall not block or screen the view of a seated driver from another moving vehicle or pedestrian.
- iv. The plans shall include landscaping in all front yards, landscaping adjacent to Los Angeles Avenue, the ten foot landscaping buffer along the Arroyo Simi and all other landscaping areas with the exception of the private rear yard areas of the residences. Applicant shall install front yard landscaping as approved on the landscape plans. Front yard and common area landscaping shall be completed for each area of exclusive right to occupancy prior to occupancy of the units having the right to use the adjacent yard space.
- v. Landscaping shall be designed so as to not obstruct the view of any exterior door or window from the street.
- vi. Backflow preventers, transformers, or other exposed above grade utilities shall be shown on the landscape plan(s) and shall be screened with landscaping and/or a wall.
- vii. A coordinated tree planting program shall be developed which will provide a dominant theme tree within the components of the proposed development.
- viii. Irrigation shall be provided for all permanent landscaping, as identified in the approved landscape plan. The applicant shall be responsible for maintaining the irrigation system and all landscaping. The applicant shall replace any dead plants and make any necessary repairs to the irrigation system consistent with the landscape plan approved for the development.
- ix. Exotic plants which are known to spread beyond their original plantings and invade native habitats such as Pampus Grass, Spanish Broom, and Tamarisk shall not be used.
- x. The applicant shall install purple pipe in all common areas for the purpose of using reclaimed water when available.

Private Recreational Facilities

27. All private recreational facilities and tot lots, including the type of play equipment shall be subject to the review and approval of the Community Development Director. A six (6) foot high wrought iron fence with pilasters shall be provided around the swimming pool area. All fences and walls shall be approved by the Director of Community Development. The height of the walls around the perimeter of the project shall be in substantial conformance with perimeter walls or fence details included in the project landscape plans. Sound attenuation referenced in any acoustical report prepared for the project shall be taken into account as necessary. All wall heights shall be in substantial conformance with preliminary architectural and landscape plans; the final wall design shall be prepared in consultation with the Director of Community Development. Landscaping berms and other planting techniques shall be employed to minimize the visual dominance around the development.
28. The location and design of solar panels for heating any swimming pool constructed within the development shall be subject to the approval of the Director of Community Development prior to the issuance of a Zoning Clearance for construction. All solar panels shall be designed so as to be part of the overall design of the structure supporting it.

Locked Gated Access to Flood Control Channel

29. Any gated access to the flood control channel shall be locked at all times to prevent permanent access unless otherwise authorized in writing by the City.

Construction Access Plan

30. The applicant shall submit a construction access plan to the Department of Community Development for review and approval by the Director of Community Development.

Zoning Clearance

31. Prior to submittal of construction plans for plan check or initiation of any construction activity, a Zoning Clearance shall be obtained from the Department of Community

Development. If an applicant desires, construction plans may be submitted to the Building and Safety Department with a City approved Hold Harmless Agreement. Zoning Clearance shall be obtained prior to initiation of any grading or construction activity. If the applicant desires, grading may be initiated upon obtaining a grading permit and providing a City approved "Hold Harmless Agreement".

Submittal of Construction Drawings

32. All final construction working drawings, grading and drainage plans, plot plans, final map (if requested by the Director of Community Development), sign programs, and landscaping and irrigation plans (three full sets) shall be submitted to the Director of Community Development for review and approval.

Revisions to Plans

33. The existing plans shall be revised by the applicant and approved by the Director of Community Development. The following revisions shall be made:
- a. The windows on all building elevations shall be provided with surrounds or other architectural features as approved by the Director of Community Development.
 - b. All garage doors shall be of the roll-up sectional type and have automatic garage door openers.
 - c. Additional garage door designs shall be provided. The design of the doors are subject to the review and approval of the Director of Community Development.
 - d. The east and west property line and the north property line setback along the Los Angeles Avenue property frontage shall have a ten (10) foot high wall (as measured on the project side), unless otherwise modified by the Director of Community Development. The project property line walls on the east and west property lines shall be constructed prior to issuance of zoning clearance for grading. Perimeter and walls separating yards shall be made of slump block brown in color (or as otherwise approved by the Director of Community Development). Interior walls separating

yards shall be six (6) feet in height. Front yard gates shall be Redwood.

- e. The perimeter wall along the west property line frontage may be modified to provide for a combination of wall and wrought iron fence between garage walls with landscaping as agreed to between the Regal Park Homeowners Association and the City. Any modification to the requirement for the ten foot high wall is subject to the review and approval of the Director of Community Development.
- f. The height and design of the proposed perimeter walls are subject to the review and approval of the Director of Community Development. The wall shall be built at the property line of the residential lots as determined by the Director of Community Development. Prior to submittal of plans to the Department, the applicant shall review the plans with the adjacent property owners. The Director of Community Development shall have final approval authority over design, location and size of all walls/fences.
- g. 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. The approved fencing and barrier wall plan shall be incorporated into the CC&R's. All fencing and barrier walls along lot boundaries shall be in place prior to occupancy, unless timing for installation is otherwise stated in these conditions. Where applicable prior to approval of the final wall and fence plan, the Director of Community Development shall approve the connection of property line wall with existing fences and or walls on the adjacent residential development. The developer is required at his/her sole expense to connect 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.
- h. The first row of residential structures proposed adjacent to Los Angeles Avenue shall be constructed

with windows, walls and roofs with an STC rating of 30 or greater. The applicant's engineer shall certify that this criteria has been met.

- i. A six (6) foot high wall and gate (for future access to the Arroyo Simi) along the southerly property line shall be constructed. The bottom three (3) feet shall be constructed of slump block (or other material as approved by the Director of Community Development) and the top three (3) feet shall be wrought iron.
- j. A ten foot (10) wide dense landscaping buffer along the entire length of the southerly property line adjacent to the Arroyo Simi shall be provided.

The size of the recreational area shall be increased pursuant to Staff Alternative "B" and shall contain a pool (minimum surface area of 1,000 sq. ft.), spa, wading pool, deck area, tot lot and building containing restrooms and a meeting room. The design of the recreation facility, fencing and equipment proposed for the tot lot shall be as approved by the Director of Community Development. The tot lot may be located on Ventura County Flood Control property if approved by the Ventura County Flood Control District and the Director of Community Development.

- k. Additional architectural features shall be incorporated into the design including such items as additional insets and/or pop-outs, and/or dormers which would serve to both break up the horizontal and vertical plane of the walls. Additionally, the use of exposed rafter tails, more elaborate surrounds on all windows, additional irregularly placed deep inset windows, lintels at window heads, and door surrounds should be considered.
- l. All bathroom windows on the second story shall be located a minimum of 5'6" above the floor level and have opaque glass.
- m. All guest parking spaces shall be posted for "guest parking" only. Signage required to properly identify and limit parking spaces for "guests only" shall be approved by the Director of Community Development.

- n. Along Los Angeles Avenue the Developer shall irrevocably offer to dedicate for street purposes all the property north of the final location of the north property line wall.

The amount of property needed for the right-of-way for Los Angeles Avenue and the location of the sidewalk shall be as determined by the City Engineer and the Director of Community Development except that the right-of-way shall not exceed twenty (20) feet; however, up to an additional five (5) feet (25 feet total) may be added as required by the Director of Community Development with a reduction of up to five (5) feet in the north/south dimension of the recreation lot to allow increased landscaping along Los Angeles Avenue.

The developer shall landscape the area north of the wall not required for street improvements and sidewalk.

- o. The proposed rolled curbs shall be replaced with vertical curbs.
- p. Four (4) foot wide sidewalks shall be provided on both sides of all private streets.

Outstanding Case Processing Fees

- 34. The applicant shall pay all outstanding case processing (Planning and Engineering), and all City legal service fees prior to issuance of a Zoning Clearance for any permits. The applicant, permittee, or successors in interest, shall also submit to the Department of Community Development a fee to cover costs incurred by the City for Condition Compliance review of the RPD and Tentative Tract Map.

Performance Bond

- 35. No Zoning Clearance may be issued for construction until all on-site improvements specified in this permit have been provided or the Director of Community Development approves the acceptance of a Certificate of Deposit (CD) to guarantee the construction and maintenance of exterior improvements including, but not limited to perimeter tract walls (including stucco treatment), fences, slope planting

or other landscape improvements not related to grading, private recreational facilities, etc. Said on-site improvements shall be completed within 60 days of issuance of a Certificate of Occupancy within a phase. In case of failure to comply with any term or provision of this condition, the City Council may by resolution declare the surety forfeited. Upon completion of the required improvements to the satisfaction of the City, the City Council may reduce the amount of the deposit; however, the Certificate of Deposit must be kept in full effect for one year after the last occupancy to guarantee that items such as perimeter tract walls, including stucco treatment; landscaping; fences; slope planting or other landscape improvements not related to grading; private recreational facilities, etc. are maintained.

Vents and Metal Flashing

36. All roof vents and metal flashing shall be painted to match the roof color. All deck drains shall drain to the side and not facing the private street.
37. Solar panels for heating any swimming pool constructed within the development shall be subject to the approval of the Director of Community Development prior to the issuance of a Zoning Clearance for construction. All solar panels shall be designed so as to be part of the overall design of the structure supporting it.

Garage Size

38. Individual garages shall maintain minimum unobstructed inside dimensions of 20 feet in length and 20 feet in width with a minimum interior height of 8 feet.

Adjacent Property Walls and Fences

39. All property line garden walls or wrought iron fences shall be no further than one inch from the property line.

Provision for Image Conversion of Plans into Optical Format

40. Prior to issuance of the first Certificate of Occupancy, the builder shall provide to the City an image conversion of building, landscape, public improvement and site plans into an optical format acceptable to the City Clerk.

Cable Service

41. Television cable service shall be provided to all residential units consistent with existing cable system requirements. Undergrounding of cable wires is required and no lines shall be allowed to be extended along the exterior walls of the residential buildings.

Color of Exterior Building Materials

42. All exterior building materials and paint colors shall be those approved by the Redevelopment Agency.

Asbestos

43. No asbestos pipe or construction materials shall be used.

Public Nuisance

44. The Director of Community Development may declare a development project that is not in compliance with the Conditions of Approval or for some other just cause, a "public nuisance". The applicant shall be liable to the City for any and all costs and expenses to the City involved in thereafter abating the nuisance and in obtaining compliance with the conditions of approval or applicable codes. If the applicant fails to pay all City costs related to this action, the City may enact special assessment proceedings against the parcel of land upon which the nuisance existed.

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE FOLLOWING CONDITIONS SHALL BE SATISFIED:

Will Serve Letter

45. An "Unconditional Will Serve Letter" for water and sewer service shall be obtained from the Ventura County Waterworks District No. 1.

PRIOR TO OCCUPANCY, THE FOLLOWING CONDITIONS SHALL BE SATISFIED:

Enforcement of Vehicle Codes

46. Prior to Issuance of a Zoning Clearance for Construction, the applicant shall request the City to enforce appropriate vehicle codes on subject property as permitted by Vehicle Code Section 21107.7.

Payment of Fee for Crossing Guard

47. Prior to the issuance of the first occupancy, applicant shall pay an amount to cover the costs associated with a crossing guard for five years at the then current rate when paid, plus the pro-rata cost of direct supervision for one crossing guard location and staff's administrative costs (calculated at fifteen percent of the above costs).

Completion of Common and Front Yard Landscaping

48. The applicant shall install front yard landscaping as approved on the landscape plans. Front yard and common landscaping shall be completed for each lot prior to it's occupancy.

Acceptance of On-Site Improvements

49. No Final Inspection approval shall be granted prior to acceptance of site improvements such as perimeter and retaining walls, landscaping, fences, slopes, private recreation areas, and other improvements not related to grading, etc., or the applicant has provided sufficient security as approved by the Director of Community Development to guarantee completion of the improvements. Said on-site improvements shall be completed within 60 days of issuance of Final Inspection approval. In case of failure to comply with any term or provision of this agreement, the City Council may by resolution declare the surety forfeited. Upon completion of the required improvements to satisfaction of the City, the City Council may reduce the amount of the surety. However, the surety must be kept in full effect for one year after initial occupancy to guarantee the items such as perimeter and retaining walls, landscaping, fences, slopes, private recreation areas, and other improvements not related to grading, etc. are maintained.

50. All related perimeter and garden walls shall be constructed prior to the issuance of a zoning clearance for occupancy.

CITY ENGINEER CONDITIONS:

PRIOR TO ISSUANCE OF THE FIRST BUILDING PERMIT FOR CONSTRUCTION, THE FOLLOWING CONDITIONS SHALL BE SATISFIED:

51. The applicant shall have recorded Tract Map 5133. The Conditions of Approval for Tentative Tract Map shall apply to Residential Planned Development Permit No. 98-1.

MOORPARK POLICE DEPARTMENT REQUIREMENT:

52. The applicant is required to adhere to applicable Police Department Requirements.

WATERWORKS DISTRICT NO 1 CONDITION:

53. The Conditions of Approval for Tentative Tract Map No. 5133 shall apply to Residential Planned Development Permit No. 98-1

FIRE DEPARTMENT CONDITIONS:

54. The Conditions of Approval for Tentative Tract Map No. 5133 shall apply to Residential Planned Development Permit No. 98-1.

AIR POLLUTION CONTROL DISTRICT CONDITIONS:

55. All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 15 miles per hour averaged over one hour) to prevent excessive amounts of fugitive dust.
56. All trucks that will haul excavated or graded material off-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114 (b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
57. All unpaved on-site roads shall be periodically watered or treated with environmentally safe dust suppressants to prevent excessive amounts of dust.

58. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized to prevent excessive amounts of fugitive dust.
59. All active portions of the site shall be either periodically watered or treated with environmentally safe dust suppressants to prevent excessive amounts of dust.
60. On-site vehicle speeds shall not exceed 15 miles per hour.
61. Equipment engines shall be maintained in good condition and in proper tune as per manufacturers specifications.

MOORPARK UNIFIED SCHOOL DISTRICT CONDITION;

62. Prior to the issuance of Building Permits for construction, the applicant shall pay applicable school fees.

MITIGATION/MONITORING PROGRAM

TENTATIVE TRACT MAP NO. 5133

RESIDENTIAL PLANNED DEVELOPMENT 98-1

Geology and Soils Mitigation and Monitoring

Mitigations

1. The applicant shall submit to the City of Moorpark for review and approval, a rough grading plan, consistent with the approved tentative map, prepared by a Registered Civil Engineer; shall enter into an agreement with the City of Moorpark to complete the improvements; and shall post sufficient surety guaranteeing completion. The soils engineer as part of the grading permit will determine the extent and depth of soil removal and re-compaction necessary.
2. Concurrent with submittal of the rough grading plan an erosion control plan shall be submitted to the City for review and approval by the City Engineer. Along with these erosion control measures, hydroseeding and temporary irrigation shall be provided on all graded slopes within 30 days of completion of grading on those slopes.
3. The applicant shall submit to the City of Moorpark for review and approval, detailed Soils and Geology Reports

certified by a Registered Civil Engineer in the State of California. The geotechnical report shall include an investigation with regard to liquefaction, expansive soils, and seismic safety. In addition, the soils report shall discuss the contents of the soils as to the presence or absence of any hazardous waste or other contaminants in the soils.

4. All recommendations included in the geotechnical and geology reports shall be implemented during project design, grading, and construction.

Monitoring

Prior to issuance of Permits, the City Engineer will review and approve plans which incorporate measures which adequately reduce geotechnical concerns. Inspections will be made at various stages of the building process to ensure building codes and engineering conditions have been satisfactorily addressed.

Water Mitigation and Monitoring

Mitigation

Storm Water Runoff and Flood Control Planning

1. The Subdivider/Developer shall submit to the City of Moorpark for review and approval, drainage plans, hydrologic and hydraulic calculations prepared by a California Registered Civil Engineer; shall enter into an agreement with the City of Moorpark to complete public improvements and shall post sufficient surety guaranteeing the construction of all improvements.
2. The plans shall depict all on-site and off-site drainage structures required by the City.
3. The drainage plans and calculations shall demonstrate that the following conditions will be satisfied before and after development.
4. Quantities of water, water flow rates, major water courses, drainage areas and patterns, diversions, collection systems, flood hazard areas, sumps, sump locations, detention facilities, and drainage courses. Hydrology shall

be per the current Ventura County Standards except as follows:

5. All storm drains shall carry a 10-year frequency storm;
6. All catch basins shall carry a 10-year storm;
7. All catch basins in a sump condition shall be sized such that depth of water at intake shall equal the depth of the approach flows;
8. All culverts shall carry a 100-year frequency storm;
9. Drainage facilities shall be provided such that surface flows are intercepted and contained in an underground storm drain prior to entering collector or secondary roadways;
10. Under a 10-year frequency storm, local, residential and private streets shall have one dry travel lane available on interior residential streets. Collector street shall have a minimum of one dry travel lane in each direction.
11. Drainage to adjacent parcels shall not be increased or concentrated by this development. All drainage measures necessary to mitigate storm water flows shall be provided by the Developer;
12. All drainage grates shall be designed and constructed with provisions to provide adequate bicycle safety to the satisfaction of the City Engineer;
13. If the land to be occupied is in an area of special flood hazard, the Developer shall notify all potential buyers in writing of this hazard condition. The grading plan shall also show contours indicating the 50- and 100-year flood levels.
14. All flows from brow ditches, ribbon gutters and similar devices shall be deposited into the storm drain system prior to entering streets. If necessary, the storm drain shall be extended beyond the public right-of-way through easements to eliminate surface flow between parcels. Both storm drain and easements outside the right-of-way are to be maintained by the owner unless otherwise approved by the City Council.

15. Concrete drainage structures shall be tan colored concrete, as approved by the Director of Community Development, and to the extent possible shall incorporate natural structure and landscape to reduce their visibility.
16. Drainage for the development shall be designed and installed with all necessary appurtenances to safely contain and convey storm flows to their final point of discharge, subject to review and approval of the City Engineer.
17. The Subdivider/Developer shall demonstrate for each building pad within the Tentative Map area that the following restrictions and protections can be put in place to the satisfaction of the City Engineer:
 18. Adequate protection from a 100-year frequency storm.
 19. Feasible access during a 50-year frequency storm.
 20. Hydrology calculations shall be per current Ventura County Standards.
 21. The Subdivider/Developer shall demonstrate that, upon occurrence of the failure of the storm drain system at the intersection of West Street and South Street, the storm overflow will pass to Arroyo Simi without flooding adjacent housing.

National Pollutant Discharge Elimination System (NPDES)

1. Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, the applicant/owner shall submit a Storm Water Pollution Control Plan (SWPCP), on the form provided by the City for the review and approval of the City Engineer.
2. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Storm Water Quality Management Program, NPDES Permit No. CAS063339.
3. The SWPCP shall identify potential pollutant sources that may affect the quality of discharges to storm water and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit the

entry of pollutants from the construction site into the storm drain system during construction.

4. Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, the applicant/owner shall also submit a Notice of Intent (NOI) to the California State Water Resources Control Board, Storm Water Permit Unit in accordance with the NPDES Construction General Permit (No. CASQ00002): Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities). The applicant/owner shall comply with all additional requirements of this General Permit including preparation of a Storm Water Pollution Prevention Plan (SWPPP).
5. The Subdivider/Developer shall obtain a permit from the State Water Resources Control Board for "All storm water discharges associated with a construction activity where clearing, grading, and excavation results in land disturbances of five or more acres." The developer shall submit a Notice of Intent (NOI) to the City Engineers office as proof of permit application.
6. Improvement plans shall note that the contractor shall comply to the "California Storm Water Best Management Practice Handbooks."
7. The Subdivider/Developer shall also comply with NPDES objectives as outlined in the "Storm Water Pollution Control Guidelines for Construction Sites". This handout is available at the City Engineer's office and a copy will be attached to the approved grading permit.
8. Development shall be undertaken in accordance with conditions and requirements of the Ventura Countrywide Storm Water Quality Management Program, NPDES Permit No. CAS063339.
9. The project construction plans shall incorporate Best Management Practices (BMPs) applicable to the development for the review and approval of the City Engineer.
10. All on-site storm drain inlets, whether newly constructed or existing, shall be labeled "Don't Dump - Drains to Arroyo".

11. 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.
12. Parking and associated drive areas with 5 or more spaces shall be designed to minimize degradation of storm water quality. Best Management Practices, such as oil/water separators, sand filters, landscaped areas for infiltration, basins or approved equals, shall be installed to intercept and effectively prohibit pollutants from discharging to the storm drain system. The design must be submitted to the City Engineer for review and approval prior to the issuance of a building permit.
13. City Ordinance No. 100 and the Federal Emergency Management Agency (FEMA), require updating of the National Flood Insurance Program maps for affected areas whenever any alteration of the watercourse is made. All materials required by FEMA for a map revision shall be provided to the City Engineer's office. This material will demonstrate the revised flood plain locations following development. This information will be forwarded by the City Engineer to the FEMA for review and updating of the National Flood Insurance Program maps. If updates to the flood zone have been made a conditional letter of map revision shall be provided to the City prior to issuance of a zone clearance for occupancy of the first residential unit. The Developer will be responsible for all costs charged by the FEMA and the City's administrative costs.
14. All structures proposed within the 100-year flood zone shall be elevated at least one foot above the 100-year flood level.
15. The Developer shall provide for all necessary on-site and off-site storm drain facilities required by the City to accommodate upstream and on-site flows. Facilities, as conceptually approved by the City, shall be delineated on the final drainage plans. Either on-site retention basins or storm water acceptance deeds from off-site property owners must be specified.

Monitoring

1. All plans will be reviewed and approved by the City Engineer prior to issuance of building permits for construction. Periodic inspections will be made during construction to insure compliance with required conditions and City standards.

Street Improvements Mitigation

Street Improvement Requirements:

16. The Developer shall submit to the City of Moorpark for review and approval, street improvement plans prepared by a Registered Civil Engineer; and shall post sufficient surety guaranteeing the construction of the improvements. Street improvements shall not be accepted by the City for maintenance until completion, unless otherwise determined by the City Engineer. Parking and wall maintenance shall be carried out by the Homeowners' Association.
17. Publicly dedicated streets shall conform to the design requirements of the Ventura County Road Standards (most recent revision), or as modified per City Resolution.
18. The street improvements shall include concrete vertical curb and gutter, parkways, street lights, and signing, striping, interim striping and traffic control, paving, and any necessary transitions, to the satisfaction of the City Engineer. All driveway locations shall be approved by the City Engineer and the Director of Community Development. The Developer shall dedicate any additional right-of-way necessary to make all of the required improvements.
19. Prior to the issuance of a Zoning Clearance for construction for each unit, the applicant shall pay a Citywide Traffic Mitigation Fee for each of the residential units, except for the Affordable units which shall be paid prior to Final Inspection.

Monitoring

1. The City Engineer will review and approve all plans prior to issuance of building permits. Periodic inspections will be made at various stages during the building process to

ensure that required conditions and requirements have been satisfied.

Noise
Mitigation

1. The first row of residential structures proposed adjacent to Los Angeles Avenue shall be constructed with windows, walls and roofs with an STC rating of 30 or greater. The applicant's engineer shall certify that this criteria has been met. A Ten (10) foot sound wall shall be constructed on the property line adjacent to Los Angeles Avenue.

Monitoring

1. Prior to issuance of a building permit, the applicant's engineer shall certify that this requirement has been satisfied.

Transportation and Traffic

1. The entrance at "A" Street shall be designed to include traffic control devices acceptable to Caltrans and the City Engineer that prohibit left turn movements onto Los Angeles Avenue from "A" Street and onto "A" Street from Los Angeles Avenue.
2. The developer shall submit for review and approval traffic counts/estimates for stacking of vehicles at the entrance of "A" Street during peak hours. The Developer shall justify that the design of the entrance of "A" Street is adequate for peak hour stacking of vehicles and truck turning radius movements. The Developer shall submit for review and approval traffic data to justify the design of deceleration and acceleration lanes on Los Angeles Avenue.
3. The Developer shall make a special contribution to the City representing the Developer's pro-rata share of the cost of improvements at the following intersections:

New Los Angeles Avenue/Spring Road	(\$165,000)
New Los Angeles Avenue/Moorpark Avenue	(\$65,000)
Poindexter Avenue/Moorpark Avenue	(\$120,000)

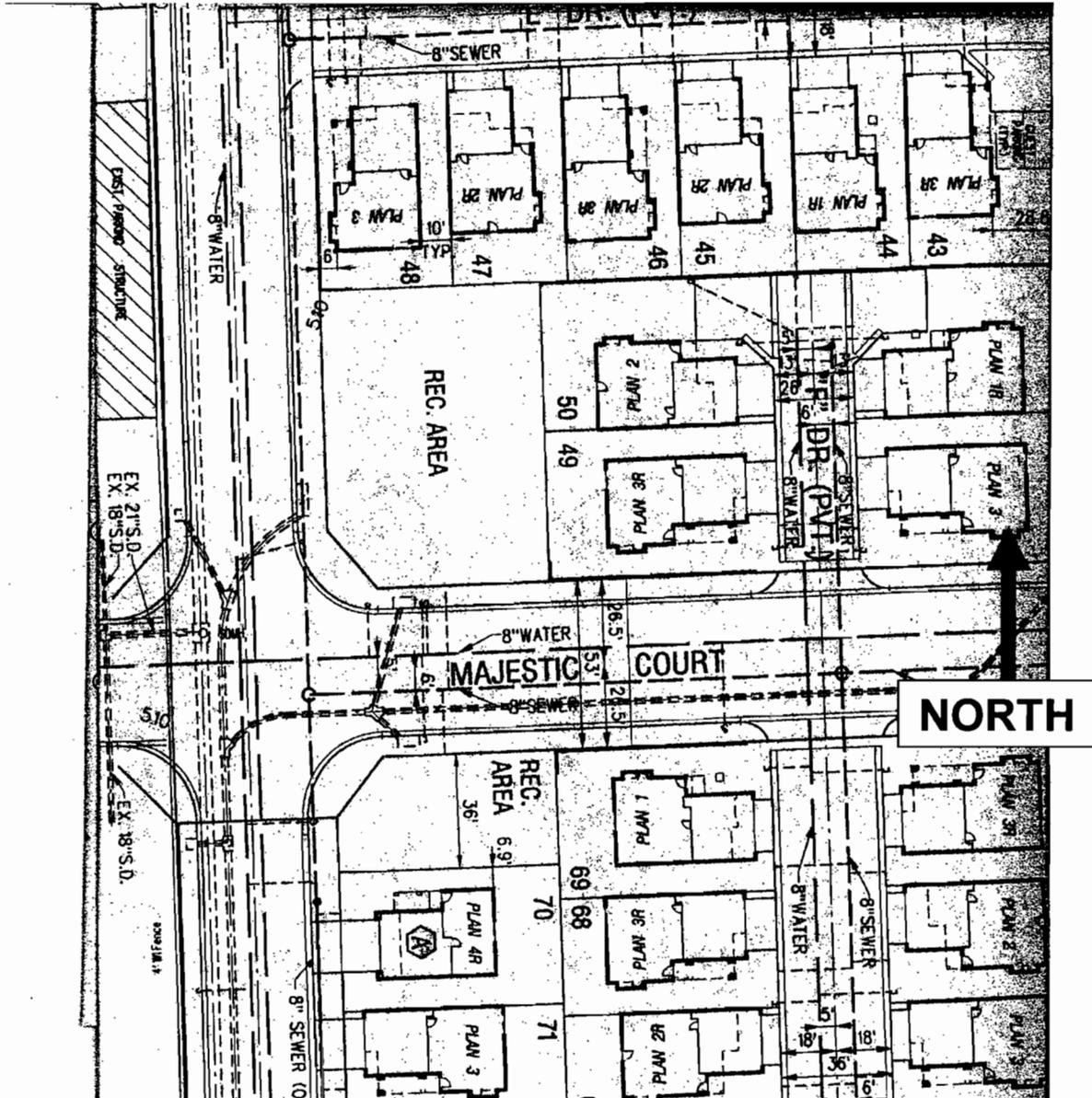
The actual contribution (pro-rata share) shall be based upon the additional traffic added to the intersection. The

Resolution No. 99-1666
Page 66

Developer's traffic engineer shall provide the City Engineer an estimate of the projected numbers for calculation of the pro-rata share.

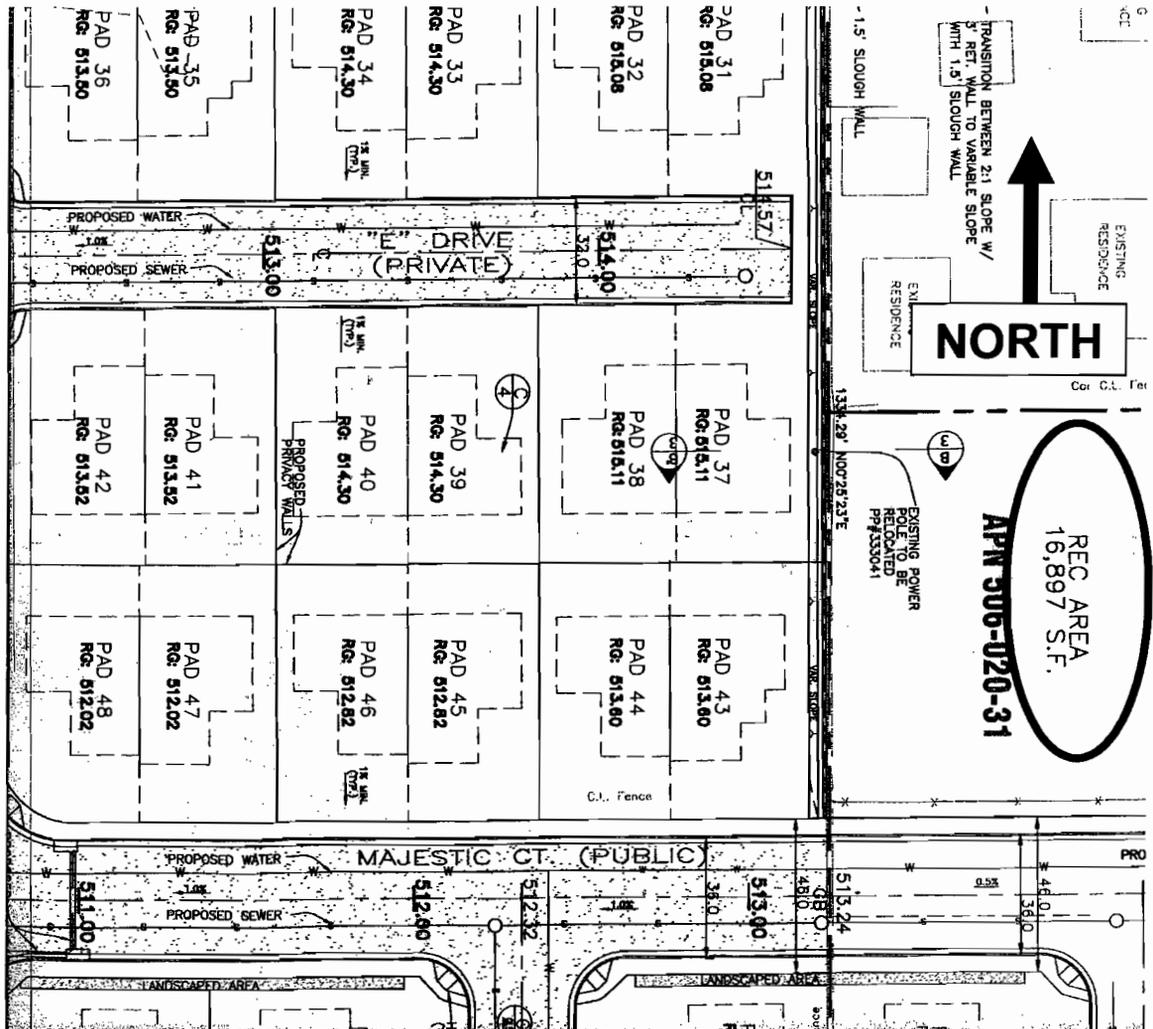
Monitoring

Prior to recordation of the final map, the City Engineer will insure that these requirements have been satisfied.



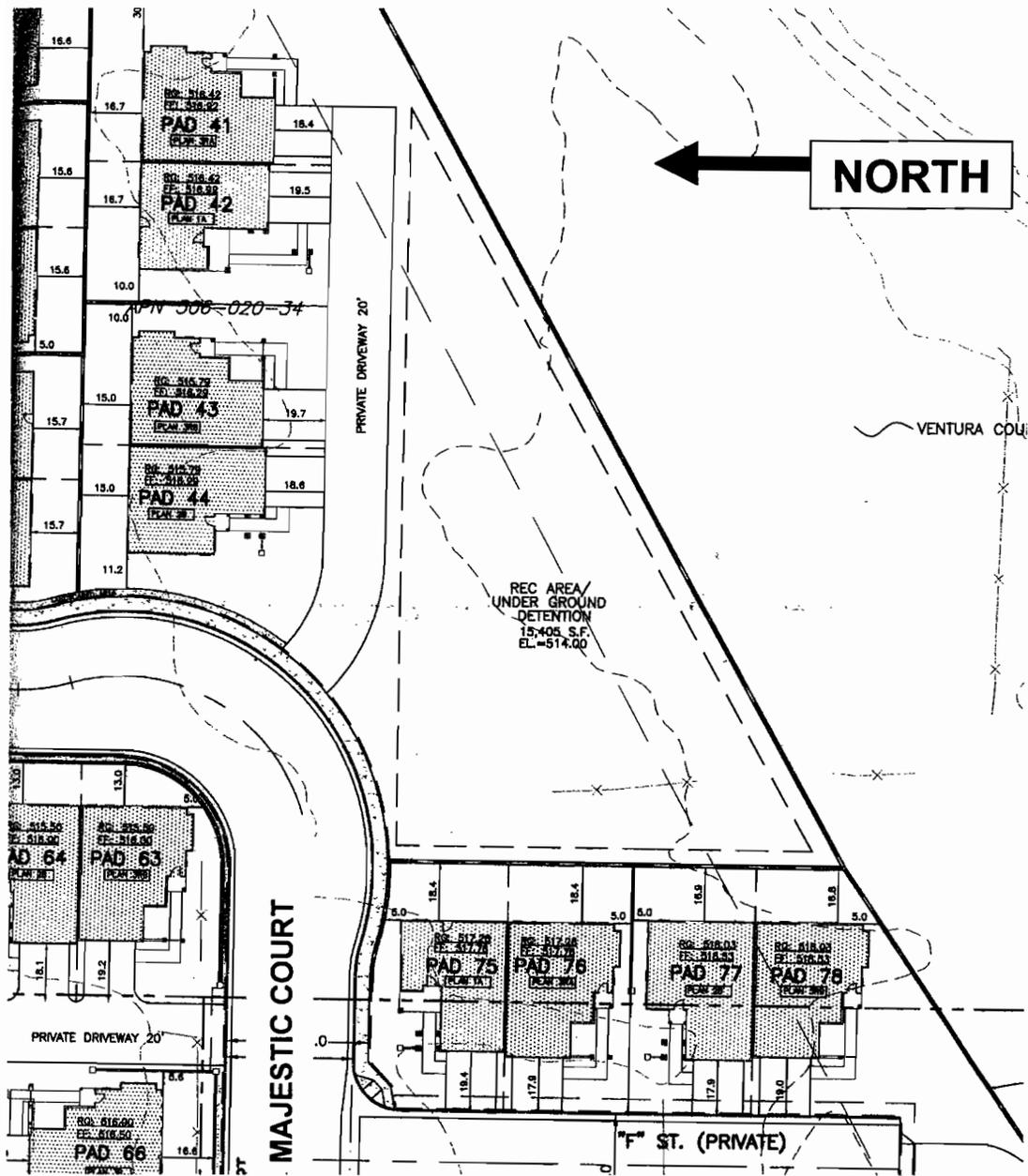
RECREATION AREA LOCATION AS APPROVED PER MINOR MOD. NO. 2 (TOT LOT SOUTH OF MAJESTIC COURT)

CC ATTACHMENT NO. 5



**RECREATION AREA LOCATION AS
PROPOSED PER MINOR MOD. NO. 3
(ENTIRE AREA OFF-SITE)**

CC ATTACHMENT NO. 6



**RECREATION AREA LOCATION AS
APPROVED PER TRACT 5425
(ENTIRE AREA OFF-SITE)**

CC ATTACHMENT NO. 7

**PROJECT EXHIBITS
PROVIDED UNDER
SEPARATE COVER**

CC ATTACHMENT NO. 8

RECEIVED
NOV 10 2009
CITY OF MOORPARK

November 9, 2009

David Bobardt
Planning Director
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Re: Tract 5133 Request for Modified Location of Recreation Area

Dear Mr. Bobardt,

Thank you for the recent telephone conversations regarding the proposed modification of the recreation area for Tract 5133. It is our understanding that the city staff has further reviewed our proposed location of the recreation area within Tract 5133 and at this time, staff is no longer supportive of our application. We are requesting that the proposed minor modification be placed on the City Council agenda as soon as possible so that a final determination can be made by the Council.

Based on current economic conditions, we are uncertain as to the timing for Tentative Tract 5425. As a result, earlier this year we proactively discussed with city staff the potential of developing a recreation area within the boundaries of Tract 5133 so that we could complete that community, which is well underway. The original Conditions of Approval for Tract 5133 required the recreation area be constructed within Tract 5133 and through the minor modification process, the recreation area was moved to an area within Tentative Tract 5425.

We are surprised by the recent concerns raised by the staff regarding this proposal. We had met with members of the city staff to coordinate and collaborate on this proposal prior to our submittal. Through this process, we believed that we had developed a solution to the recreation center within Tract 5133 that met the needs of the city and the residents of the Canterbury Lane community.

As stated above, we understand that the city staff is no longer supportive of our proposal and is suggesting an alternative location that is closer to the originally approved location. Again, we are requesting that we be placed on the agenda for a City Council hearing in order to make a final determination.

1250 Corona Pointe Court
Suite 600
Corona, CA 92879

951.739.9700 T
951.738.1758 F

CC ATTACHMENT 9

*Shea Homes Limited Partnership &
Shea Homes Marketing Company*
Independent member of the Shea family of companies

Our requested modification to the location meets the original condition of approval for the recreation area located in Tract 5133. We believe the location is better for a number of reasons, which we will outline below:

- The size of the currently approved recreation area is 15,405 sq.ft. and serves 181 homes. The recreation area we have proposed within Tract 5133 is 12,531 sq.ft. and serves 75 homes. If comparing the square foot of recreation area per home, the proposed recreation area equates to almost double the square footage per home. Based on our telephone conversations, it is our understanding that the city staff would like us to move the recreation site to the vacant lots closest to Majestic. This site will separate the pool and building from the tot lot and equals a combined 10,250 sq. ft. Our current proposed site is approximately 20% larger than the alternative location proposed by staff.
- The current approved recreation area is adjacent to Parcel X and the Arroyo and likewise, the proposed recreation area is adjacent to the same area. Its position in the community is similar to the approved area in Tract 5425.
- We realize that staff is concerned that the recreation area is not centrally located within the community. While this seems convenient, we have found in a number of our communities that our residents enjoy the recreation area on an edge of the community. This allows for the recreation center to impact less homes and provides for a private setting, as well as leverage the adjacent open space and views.
- We have presented the revised location to our existing residents and they are satisfied with the location. Through this process, we believe it's important to remember that the residents are the ones using the facilities and are paying for their upkeep and maintenance. At this time, the homeowners are eager for their recreation facility and the proposed location in Tract 5133 can be built much sooner than a recreation area in Tract 5425. The recreation facility in Tract 5133 can be built in conjunction with the adjacent homes and delivered at the same time. Having a completed recreation area within Tract 5133 allows for use by the Canterbury Lane homeowners while construction is occurring in Tract 5425. It allows for a safe path of travel by the residents to the recreation center in lieu of the recreation center being constructed as an island for a number of years until Tract 5425 is completed.
- The location proposed by staff only moves the entrance approximately 250' to the north. We believe that this is not a material distance and has a much greater impact to the surrounding homes. This location results in a recreation area that is surrounded on three sides by residences. Two side yards and three rear yards will enclose the recreation area. Although both locations are across the street from the neighboring apartments, the City proposed location will effectively "face" the apartments while our proposed location will "face" the Arroyo. Shea's proposed location impacts two side yards and because of the

width of the recreation area lot, we are able to locate the building and pool further away from the homes.

- The location proposed by city staff separates the tot lot from the recreation center, which makes access to the restrooms less convenient for young families using the tot lot. Shea's proposed plan ties the building and adjacent patio area to the tot lot, which allows for children's birthday parties and gatherings. This would not be feasible with a separate tot lot. A separate tot lot also creates an additional area the HOA will need to monitor for safety reasons. Our proposed plan allows for multiple uses in one location and provides many alternative uses for the homeowners. This is similar to the approved location and is superior to the original location within Tract 5133.
- Our revised plan provides the opportunity to provide an ADA accessible parking area plus an additional parking spot. The original location of the recreation area did not have adjacent parking. The city staff proposed relocation area is not conducive to parking and at most, only one ADA accessible parking spot will be available.
- As required, a second recreation center will still be constructed in Tract 5425 when that project is built.

We have provided a recreation center comparison sheet with our letter to assist in demonstrating the differences between the various locations. We have also attached two maps. One map is of Tract 5133 and illustrates a number of the bullet points above. The second is a map of Tract 5425 and shows the location of the currently approved location.

As stated earlier will believe that our proposed location is superior to the original plan, the timing and location is an enhancement for the current residents over current approved plan and the location relates better to the adjacent housing than the city staff proposed location and we would like to be able to present it to the City Council to enable us to obtain approval.

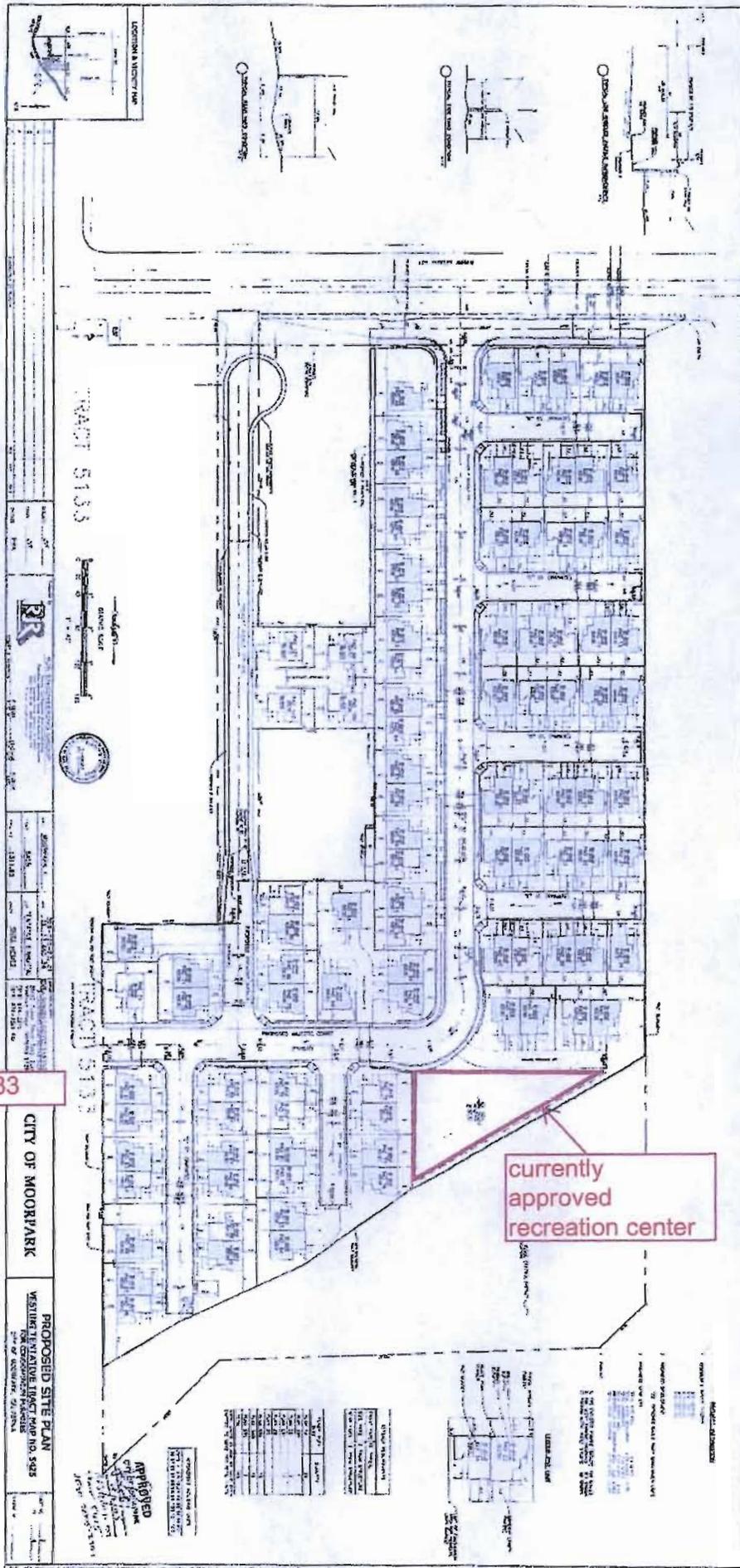
Please let me know at your earliest convenience how we proceed with this request.

Sincerely,
SHEA HOMES LP



Brooke Thomas
Community Development Manager

Cc: Steven Kueny, City Manager, City of Moorpark
Joseph Fiss, Principal Planner, City of Moorpark
Bob Yoder, President, Shea Homes LP



tract 5133

currently approved recreation center

Recreation Center Comparison

Item	Original (located within Tract 5133)	Current Approved (deferred to Tract 5425)	Proposed (located within Tract 5133)	Staff Proposed Alternative (located within Tract 5133)
Size of center	6,650	15,405	12,531	10,250
Homes Servicing	80	181	75	74
Square foot of rec to home	83.1	85.1	167.1	138.5
Parking	none	1 ADA, 1 regular	1 ADA, 1 regular	1 ADA
Amenities and Features				
Location	Central to Tract 5133	Located adjacent to open area which allows for the site to be open on four sides	Located adjacent to open area which allows for the site to be open on three sides	Location interlocked on three sides by residential units
Residents adjacent	Recreation area is adjacent to four rear yards	Recreation area is adjacent to four rear yards	Recreation area is adjacent to two side yards	Recreation area is adjacent to three rear and two side yards. <i>Note: four homes already sold</i>
Access	Access is available for the residents from two public streets	Access is available for the residents from one private residential street	Access is available for the residents from two private residential streets	Access is available for the residents from one private residential street
Other Features		Tot lot adjacent to pool area which provides restroom access	Tot lot adjacent to pool area which provides restroom access	Tot lot in separate location
		Patio area contiguous to the pool area to provide picnic and a third use to the area	Patio area contiguous to the pool area to provide picnic and a third use to the area	Shape of site makes dual use areas difficult
		Tot lot area not fenced	Entire rec area fenced, including tot lot	

114.1189 (2006-118)
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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


20070119-00013990-0 1/16
Ventura County Clerk and Recorder
Philip J. Schmit
01/19/2007 03:19:34 PM
45450 \$.00 KE

AGREEMENT REGARDING CONDITIONS OF APPROVAL
(TRACT 5133)
BY AND BETWEEN
THE CITY OF MOORPARK
AND
SHEA HOMES, LIMITED PARTNERSHIP

Agreement Regarding Conditions of Approval
(Tract 5133)

This Agreement Regarding Conditions of Approval ("Agreement") is entered into by and between the City of Moorpark ("City") and Shea Homes, Limited Partnership ("Shea") and is dated and effective as of July 27, 2006.

Section 1. Recitals: Purpose of this Agreement.

a. The purpose of this Agreement is to (i) authorize Shea to proceed with the completion, inspection and sale of the 26 dwelling units ("Initial Phase") within the Project as defined and subject to its existing entitlements and conditions, except as expressly modified therein below and (ii) suspend Shea's right to proceed with the development of units 27 through 77 ("Subsequent Phase"), construction and sale of residential dwelling units in accordance with its existing entitlements and approvals, as defined below, pending a determination of the off and on site requirements for various flood control improvements.

b. During the processing of the Project, it was determined that the Initial Phase of the project, consisting of 26 residential dwelling units could be developed, constructed and allow to proceed to sale due to the boundary of the 100 year Federal Emergency Management Agency ("FEMA"), a federal agency governed by federal law, designated floodplain. In order to develop the Second Phase of the Project, consisting of 51 residential units, Shea requested a Conditional Letter of Map Revision ("CLOMR" required for and authorizing the development of Second Phase. However, during Shea's processing of the CLOMR for the Second Phase, FEMA release a draft Digital Flood Insurance Rate Map (DFIRM), modifying the standards for FEMA's issuance of a CLOMR and rendering it moot unless and until a final determination on a FIRM is made by FEMA.

c. Shea and the City agree that Shea may complete the development and sale of units in the Initial Phase of the project, subject to the modification of its conditions of approval and requirements set forth below, pending a final determination of FEMA and a determination of the viability or feasibility of the development of the Subsequent Phase of the Project.

d. Shea is the owner of property located at the south side of Los Angeles Avenue, west of Fremont Street ("Property"). The Property is described and depicted on Exhibit A, attached hereto. Shea submitted a subdivision map for development of a 77 unit residential project, Tract 5133 and Residential Planned Development Permit 98-01 collectively referenced as the Project.

e. Tentative Tract 5133 was approved by the Moorpark City Council on September 15, 1999 and modified by the City Council on three occasions, July 17, 2001, July 14, 2002, and July 2, 2003. The Residential Planned Development Permit 98-01 was approved by the City Council on September 15, 1999 modified by the City Council on three occasions, July 17, 2001, July 14, 2002, and July 2, 2003. The Final

Map for Tract 5133 was approved by the Moorpark City Council on September 7, 2005 and was recorded on October 18, 2005.

f. Subsequent to approval of the Final Map for Tract 5133, Shea commenced construction of 26 homes within the subdivision.

g. During the commencement of construction, but after approval of final building permits for the Initial Phase in the seventy-seven (77) unit project, the Federal Emergency Management Association ("FEMA") issued an updated Digital Flood Insurance Rate Map ("DFIRM"). The DFIRM shows that 51 of the residential units within Tract 5133 are proposed to be classified as within the floodway of the Arroyo Simi, and therefore may be unbuildable under Federal and State law, pending further regulatory actions by FEMA or the design of revised flood control measures on and offsite to the project's boundaries.

h. The City of Moorpark has appealed the draft FEMA DFIRM, but such appeal, if successful, may not by itself necessarily alter the FEMA proposed designation on the Subsequent Phase yet to be constructed.

i. Ventura County Watershed Protection District and the Federal Emergency Management Agency have preliminarily determined that if certain improvements are made to the Arroyo Simi, the course of flooding in a storm event may change to the extent that the DFIRM could be revised to remove the 51 units in the Second Phase from the floodway, thereby making them developable.

j. The cost of the Arroyo Simi improvements has been preliminarily estimated at approximately \$22 million dollars, prior to their review by agencies with jurisdiction over its permitting and approval of its final design. Shea and the City are exploring ways to finance such improvements. In the interim, Shea wishes to continue development of the Initial Phase, which is not affected by the DFIRM or construction of the Arroyo Simi improvements and sell such units for residential occupancy.

k. Both the City and Shea wish to clarify the phasing of certain project conditions of approval as a result of the DFIRM issue, to ensure the 26 units in the Initial Phase, once developed and occupied, are adequately served with public infrastructure, as the ultimate resolution of the balance of the project's 51 units in the Subsequent Phase affected by the DFIRM is uncertain at this time.

The above Recitals are incorporated herein by reference into the provisions of this Agreement.

Section 2. Requirements: Phasing for Interim Development of 26 units in the Initial Phase.

Development of the 26 units shall be governed by the Project approvals and conditions of approval for the project, except as otherwise specifically permitted herein:

1. Shea further agrees as follows:

a. To disclose in writing to all purchasers of the 26 units the present DFIRM issues, Shea's current efforts in that regard, and the possibility that only 26 of the 77 units (or some number less than the total 77) may ultimately be developed.

b. Prior to occupancy of the first (1st) dwelling unit in the Initial Phase, Shea shall pay to City all outstanding fees and deposits, including condition compliance, owed on the Project for the 26 units and, where appropriate the full fees for the entire project or a percentage of the outstanding fees for the 26 units, whichever the City determines to be appropriate. Any overpayment of fees shall be reimbursed to Shea after all 26 units have been released for occupancy.

c. Prior to occupancy of the first (1st) dwelling unit in the Initial Phase Shea shall enter into a Affordable Housing Purchase and Sale Agreement with the City for construction and administration of the project affordable units and payment of affordable housing fees.

d. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, Shea shall complete all its required improvements to Los Angeles Avenue (Hwy 118) adjacent to the site consistent with the conditions of approval for the Project.

e. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, Shea shall record all required dedications and easements to the City and other identified agencies.

f. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, all interior streets and landscaping shall be completed in the developed areas, north of Majestic Court.

g. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, Shea shall construct an on-site passive recreation area south of the developed areas and north of Majestic Court. The recreation area shall be landscaped and irrigated to City of Moorpark specifications and shall be maintained by the Homeowners Association.

h. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, Shea shall construct a tubular steel security fence on the south side of Majestic Court with a locked gate that provides access to the Arroyo Simi to the satisfaction of the Community Development Director.

i. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, Shea shall complete Majestic Court improvements to the existing terminus of Fremont Street. The improvements shall be temporary improvements consisting of the City approved base and asphalt for the road, and curbs and sidewalks only required on the north side of the street. Construction of a barrier to vehicular access at the southern terminus of Fremont Street may be required as part of the improvements. The precise design of the temporary improvements and permanent improvements for the extension

of Majestic Court to Fremont Street shall be subject to Community Development Director's and City Engineer's approval.

j. Prior to occupancy of the twentieth (20th) dwelling unit in the Initial Phase, Shea shall install a gate at northwest corner of property on LA Avenue. The design of the gate is subject to the approval of the Community Development Director.

k. Prior to the occupancy of the first (1st) dwelling unit in the Initial Phase, Shea shall pay a \$60,000.00 contribution toward the future design and installation of a signal light at LA Avenue and Millard Street in accordance with condition six (6) of Minor Modification Number 3 of Vesting Tentative Tract 5133.

l. Prior to the occupancy of the first (1st) dwelling unit in the Initial Phase, Shea shall pay an Art in Public Places fee for the Initial Phase which obtained zoning clearance after the fee became effective.

m. Prior to occupancy of the tenth (10th) dwelling unit in the Initial Phase, Shea shall provide security for ten (10) years of the Active Assessment District fees for the 51 units. The amount shall be One Hundred Eighty-Three Thousand Eight Hundred Dollars (\$183,800.00). The security may be in the form of an irrevocable letter of credit in the amount of \$183,800.00 for ten (10) years or in the form of cash. If an irrevocable letter of credit is provided, Shea shall have the right to annually renew the letter of credit as required by its lender, so long as security in the amount set forth above is maintained and the form and content of the irrevocable letter of credit is acceptable to the City Attorney and City Treasurer. If the payment is in the form of cash City agrees to reduce the total required by ten percent (10%) per year and Shea agrees to allow City to retain any interest earnings on this deposit for purposes of the subject assessment district. The form and content of the irrevocable letter of credit shall be approved by the City Attorney and the City Treasurer.

n. Shea shall cooperate and assist the Ventura County Watershed Protection District (VCWPD), City and owners of other affected development projects, to gain VCWPD's approval of a flood control improvement plan to protect the proposed residential projects and other properties along the reach of the Arroyo Simi from Spring Road to Tierra Rejada. Shea shall cooperate and assist to make sure that the plan also includes a financing agreement with VCWPD and management of the completion of hydrology, design, construction documents, environmental and permitting of said improvements.

o. By July 1, 2007, the soil borrow pit on the adjacent Tentative Tract 5425 shall be refilled, consistent with plans approved by the City Engineer.

p. By July 1, 2007 complete construction activity related to the twenty-six (26) dwelling units in the Initial Phase and remove all construction trailers, materials, and vehicles from the site and the adjacent Tentative Tract 5425.

q. Shea agrees that any payments pursuant to this Agreement shall be made without reservation, and Shea 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.

r. Shea agrees that if there is a conflict between the Project conditions of approval and this Agreement that it will comply with the most favorable conditions as determined by the City. Shea also agrees that if there is a conflict between this Agreement and the Affordable Housing Purchase and Sale Agreement that it will comply with the most favorable language as determined by the City.

s. Shea and the City agree that except as expressly provided herein, the rights provided to Shea, pursuant to its vesting tentative map No. 5133, Conditions of Approval and modifications to the Project as set forth in Recital No. 1.e. above are tolled and suspended for a period not to exceed three (3) years, as they relate to the Subsequent Phase of the Project, pending a determination of whether the flood control issues constitute a circumstance pursuant to Government Code Section 66498.1(c)(1) or (2), requiring the denial of a future permit, approval or other entitlement to build and sell units in the Subsequent Phase.

t. Notwithstanding any provisions to the contrary, Shea agrees the amount of any fee payable by the project for Unit Nos. 27 through 77, shall be the amount of any fee then in existence at the time of payment and agrees that the fees required to be paid per the conditions of approval and City Resolution No. 99-1666 and this Agreement shall be the then applicable fees current at the time of building permit issuance and construction shall be pursuant to the Building Codes in effect at that time the building permit is issued, except for the requirement for fire sprinklers for residential dwellings under 5,000 square feet.

u. Any fee provided for in the conditions of approval in Agreement that is not covered by the above paragraph or does not have provisions for being increased by a consumer price factor shall be adjusted annually commencing July 1, 2008 by the larger increase of i) or ii) as follows:

- i) The Consumer Price Index (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 /Riverside/Orange County metropolitan area during the prior year. The calculation shall be made using the month of October over the prior October.
- ii) The calculation shall be made 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.

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

v. In addition to fees specifically mentioned in this Agreement, Shea 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. Shea 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.

w. In the event any of the "referenced Index" or "CPI" referred to in any portion of this Section 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.

Section 3. Completion of Project.

Nothing in this Agreement is intended by either party to in any way limit completion of the entire Tract 5133 project as it related to the Initial Phase or upon resolution of the flood control issues, the Subsequent Phases (i.e. development of the total Project) if the DFIRM and related issues can be resolved. All conditions of approval shall remain in full force and effect for the entire project site, excepting as specifically provided herein. Parties agree that:

a) Prior to issuance of the first (1st) building permit for the first (1st) dwelling unit of the Subsequent Phase, Shea shall pay City Two Hundred Forty-Five Thousand Three Hundred Sixty-One Dollars (\$245,361.00) in Affordable Housing Fees. Commencing on October 1, 2007, and annually thereafter, the fee shall be adjusted by any increase in the Consumer Price Index (CPI) until 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 June over the prior month of June. In the event there is a decrease in the CPI 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. This payment will constitute satisfaction of the Affordable Housing Fees for the dwelling units in the Subsequent Phase (regardless of the actual number of such units) required pursuant to paragraph 2.1 of the Affordable Housing Purchase and Sale Agreement.

At such time as Shea has provided three (3) affordable units, consistent with the Affordable Housing Purchase and Sale Agreement, in the Subsequent Phase City shall refund One Hundred Forty Four Thousand Four Hundred Dollars (\$144,400.00) without interest to Shea. This action is intended to supercede the required action specified in the last sentence of paragraph 2.2 of the Affordable Housing Purchase and Sale Agreement.

b) Shea will provide five affordable units in the Subsequent Phase if the total number of dwelling units for the Subsequent Phase is fifty-one (51). Should the number of units in the Subsequent Phase be less than fifty-one (51) units Shea's affordable housing obligation will be prorated based upon the number of units times ten percent (10%) but in no event shall there be less than four (4) such affordable units. The units shall be provided in a manner so as to achieve the same or relatively the same schedule as provided in the Purchase and Sale Agreement. Further, any fraction of a unit shall be provided by paying additional fees based on the difference between the market price of the unit compared to the then affordable price to a low income household of 4 (e.g. if there is a 0.4 of unit obligation remaining and the market price is \$700,000.00 and the affordable price is \$400,000.00 then Shea would pay 0.4 times \$300,000.00 equals \$120,000.00). Such payment may be used at City's sole discretion for affordable housing purposes. Shea further agrees that in no event will the required housing and other fees and all affordable units shall be provided to City any later than prior to occupancy of the last two (2) market rate units of the Subsequent Phase. All affordable units shall be provided consistent with the Affordable Housing Purchase and Sale Agreement.

Section 4. Indemnification.

a. Shea shall indemnify, defend with counsel approved by City, and hold harmless City, and their officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever, including but not limited to death injury to any person and injury to any property, resulting from, or in any way connected with, the physical development of the Project, except such damage as is caused by the sole negligence of City or any of their officers, employees, servants or agents.

b. Shea agrees to indemnify, hold harmless and defend at its sole expense, with counsel acceptable to City, any action brought against the City relative to the modifications to the approvals of the Project, or related actions under CEQA. Such indemnification shall require it to reimburse City for any court costs and/or attorneys' fees which City may be required by the court to pay as a result of any such action. City may cooperate in the defense of any such action at City's cost, but such participation shall not relieve Shea of its obligation under this Section.

Section 5. City shall not be called upon to assume any liability for the payment of any salary, wage or other compensation to any person employed by Shea performing services contemplated by this Agreement. Shea is and shall at all times remain as to the City as wholly independent contractor. Shea shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of the city. Nothing contained in this Agreement shall be deemed, construed or represented by City or Shea to any third person to create the relationship of principal and agent, partnership, joint venture, or any other association of any kind or nature between City and Shea.

Section 6. General Provisions

a. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, legal representatives, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including without limitation, their insurers, sureties and/or attorneys.

b. Attorneys' Fees. In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, suit or other proceeding, including any and all appeals or petitions therefrom.

c. Amendments. This Agreement may not be modified, altered, amended, or rescinded except by an instrument in writing, which is signed by all parties affected by any such modification, alteration, amendment or rescission.

d. Severability. Should any part, term or provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

e. Construction. This Agreement is the product of negotiation, drafting and preparation by and among the parties hereto and their respective attorneys. The parties hereto expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another and its attorneys, and will be construed accordingly. Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement.

f. Notices. Unless specified elsewhere in this Agreement, all notices that are required to be delivered under this Agreement in writing and personally delivered, or sent by Federal Express, registered or certified mail, postage prepaid, or facsimile, addressed as follows:

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

With a copy to: Burke, Williams, & Sorensen, LLP
444 S. Flower St., Suite 2400
Los Angeles, CA 90071
Attention: Joseph M. Montes, Esq.

To Shea: Shea Homes, LP
30699 Russell Ranch Road, Suite 290
Westlake Village, CA 91362
Attention: David Lauletta

Such addresses may be changed from time to time by the addressee by serving notice as heretofore provided. Service of such notice or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing (whether or not actually received by the addressee), whichever is earlier in time.

g. Governing Law. This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein.

h. Further Assurances. Each Party hereto shall from and after the date hereof execute, acknowledge and deliver such further instruments and perform such additional acts as any other Party may reasonably request to effectuate the intent of this Agreement.

i. Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the Party so failing to perform.

j. Third Party Beneficiaries. No term or provision of this Agreement or the exhibits hereto is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

k. Assistance of Counsel. Shea and City each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and

assistance of their respective counsel. Each of the Parties has equally participated in the drafting and preparation of this Agreement, and it is the intention of the Parties that the construction or interpretation of this Agreement shall be made without reference to the party who drafted any portion or particular provision of this Agreement or the relative size and or bargaining power of the Parties.

l. Recordation. City may, at its expense, record this Agreement against title to the Property.

m. Default and Cure. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. A party claiming a default (claimant) shall give written notice of default to the other party, specifying the default complained of. The claimant shall not terminate this Agreement, institute proceedings against the other party nor be entitled to damages if the other party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice, or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. Such cure, correction and remedy shall include payment of any costs, expenses or damages incurred by the non-defaulting party resulting from the default or during the period of default. A failure to cure after notice and opportunity to cure shall be grounds for termination of this Agreement.

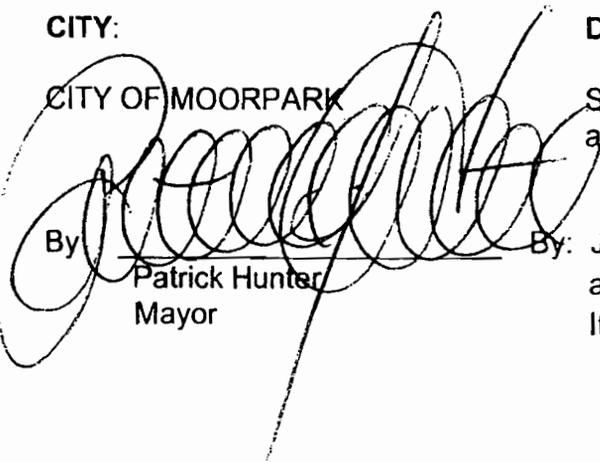
IN WITNESS WHEREOF, the undersigned each has executed this Agreement as of the date first above written.

CITY:

DEVELOPER:

CITY OF MOORPARK

SHEA HOMES, LIMITED PARTNERSHIP
a California limited partnership

By: 

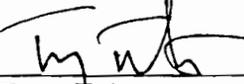
Patrick Hunter
Mayor

By:

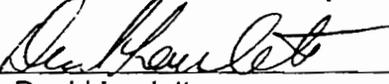
J.F. Shea, L.P.,
a Delaware limited partnership
Its General Partner

By: JFS Management, L.P.
a Delaware limited partnership
Its General Partner

By: J.F. Shea Construction
Management, Inc.,
a Delaware corporation
Its General Partner

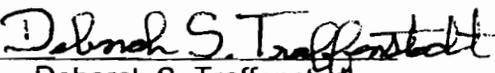
By: 

Tony Talamante
Its: Assistant Secretary

By: 

David Lauletta
Its: Assistant Secretary

Attest:

By: 

Deborah S. Traffenstedt
City Clerk

City of Moorpark
Address: 799 Moorpark Avenue
Moorpark, California 93021

Shea Homes, Limited Partnership
30699 Russell Ranch Road, Suite 290
Westlake Village, CA 91361
Attn: Tony Talamante, Assistant Secretary

Exhibit A: Legal Description
Exhibit B: Site Plan



MOORPARK

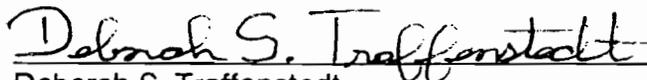
799 Moorpark Avenue Moorpark, California 93021 (805) 517-6200

PUBLIC AGENCY FORM OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.
CITY OF MOORPARK)

On this 16th day of August in the year 2006, before me, Deborah S. Traffenstedt, City Clerk of the City of Moorpark, personally appeared Patrick Hunter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as the Mayor of the City of Moorpark, and that by his signature on the instrument, acknowledged to me that the City executed the instrument.

Witness my hand and Official Seal


Deborah S. Traffenstedt
City Clerk



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
Civil Code, Section 1189

State of California)
) S.S.
County of Los Angeles)

On July 27, 2006 (date) before me, Rebekah Hale, Notary Public (name and title "Notary Public"), personally appeared Tony Talamante and David Lauletta (name[s] of signer[s]), personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rebekah Hale (Signature of Notary)

(Seal of Notary)



-----**OPTIONAL**-----

The following information is not required by law, but it may prevent the fraudulent removal of this Acknowledgment from the intended notarized document and the reattachment of it onto another document.

Description of the Attached Document:

Title/Type of Document Agreement Regarding Conditions of Approval

EXHIBIT A

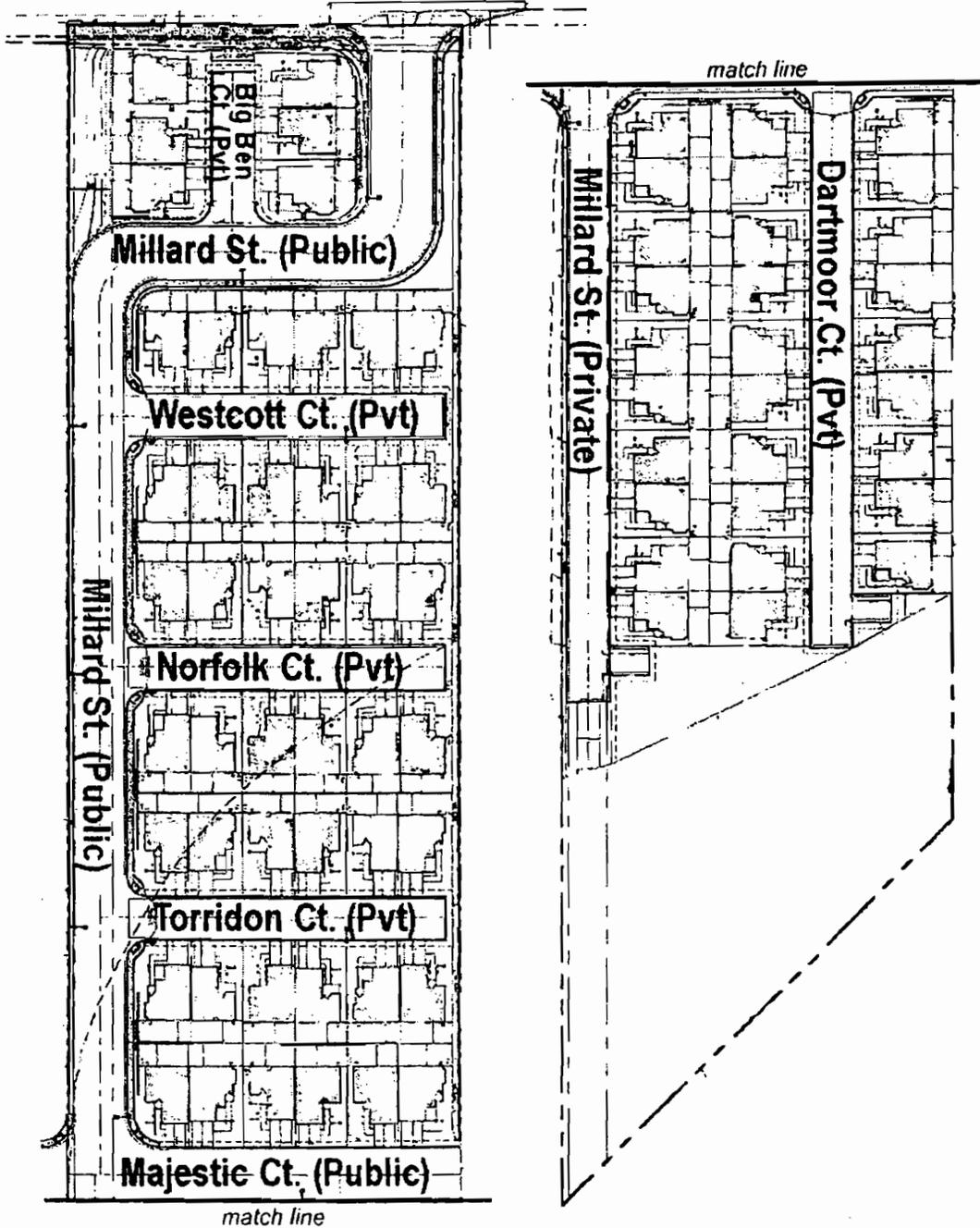
TRACT NO. 5133 IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, FOR CONDOMINIUM PURPOSES.

BEING A SUBDIVISION OF A PORTION OF LOT "L" IN THE CITY OF MOORPARK, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SAID LOT IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF A PART OF TRACT "L" OF RANCHO SIMI SHOWING THE TOWNSITE OF MOORPARK AND LANDS OF MADELEINE R. POINDEXTER, A RESUBDIVISION OF FREMONT TRACT" AS PER MAP RECORDED IN BOOK 5, PAGE 5 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LEGAL DESCRIPTION

Site Plan Tract 5133

Los Angeles Avenue



NORTH

EXHIBIT B

RESOLUTION NO. 2009-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING MODIFICATION NO. 1 TO RESIDENTIAL PLANNED DEVELOPMENT (RPD) NO. 1998-01, A REQUEST TO RELOCATE THE REQUIRED RECREATION CENTER FROM TRACT 5425 TO TRACT 5133, LOCATED ON THE SOUTH SIDE OF LOS ANGELES AVENUE AT MILLARD STREET, ON THE APPLICATION OF SHEA HOMES, INC.

WHEREAS, at a duly noticed public hearing held on December 16, 2009, the City Council considered the agenda report and any supplements thereto and any written public comments; opened the public hearing, took and considered public testimony both for and against the proposal, closed the public hearing, and reached a decision on this matter; and

WHEREAS, the City Council concurs with the Planning Director's determination that this project would not change any findings contained in the environmental documentation prepared for the permit.

SECTION 1. MODIFICATION 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 17.44.030:

1. The modification will not alter any of the findings of the original approval of Residential Planned Development 1998-01.
2. The modification will not alter any of the findings in the environmental document prepared for Residential Planned Development 1998-01 and will have no adverse impacts on the environment.
3. The modification will not have any adverse impact on surrounding properties.

SECTION 2. CITY COUNCIL APPROVAL: The City Council hereby approves Modification No.1 to Residential Planned Development No. 1998-01, subject to Conditions of Approval attached hereto and incorporated herein as Exhibit A.

SECTION 3. 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 16th day of December, 2009.

Janice S. Parvin, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit A: Conditions of Approval:

EXHIBIT A

CONDITIONS OF APPROVAL FOR MODIFICATION
NO. 1 TO RESIDENTIAL PLANNED DEVELOPMENT 1998-01

1. The permit is granted for the land and project as identified on the entitlement application for a Modification and as shown on the attached, approved plans. The location and design of all site improvements shall be as shown on the approved plot plans and elevations, except or unless indicated otherwise by conditions within this letter.
2. All Conditions of Approval for Residential Planned Development (RPD) NO. 1998-01 as amended are incorporated by reference in this approval letter and shall continue to apply unless specifically modified by this permit.
3. 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.
4. This Modification expires 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 must be made in writing, at least thirty (30) days prior to the expiration date of the permit and must be accompanied by applicable entitlement processing deposits.
5. Conditions of this entitlement may not be interpreted as permitting or requiring any violation of law or any unlawful rules or regulations or orders of an authorized governmental agency.
6. Should continued compliance with these Conditions of Approval not be met, the Community Development Director may modify the conditions in accordance with Municipal Code Section 17.44.100 and sections amendatory or supplementary thereto, declare the project to be out of compliance, or the Director may declare, for some other just cause, the project to be a public nuisance. The applicant shall be liable to the City for any and all costs and expenses to the City involved in thereafter abating the nuisance and in obtaining compliance with the Conditions of Approval or applicable codes. If the applicant fails to pay all City costs related to this action, the

City may enact special assessment proceedings against the parcel of land upon which the nuisance existed (Municipal Code Section 1.12.170).

7. 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 and any provision amendatory or supplementary thereto. 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.

The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:

- a. The City bears its own attorney fees and costs;
- b. The City defends the claim, action or proceeding in good faith.

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.

8. If any of the conditions or limitations of this approval are held to be invalid, that holding does not invalidate any of the remaining conditions or limitations set forth.
9. All facilities and uses, other than those specifically requested in the application and approval 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.
10. Prior to the approval of any Zoning Clearance for this entitlement the applicant shall submit to the Community Development Department all outstanding entitlement case processing fees, including all applicable City legal service fees. This payment must be made within sixty (60) calendar days after the approval of this entitlement.
11. Prior to the issuance of any additional building permits, the applicant shall comply with all conditions in the July 27, 2006 Agreement Regarding Conditions of Approval (Tract 5133) by and between the City of Moorpark and Shea Homes Limited Partnership.

12. Prior to issuance of a Zoning Clearance for construction of the 65th housing unit in Tract 5133, the applicant shall provide revised plans showing the community recreation area and tot lot on Lots 70, 71, and 72. The revised recreation area plans must include a 1,000 square-foot pool, wading pool, spa, deck area and tot lot, subject to the review and approval of the Planning Director. Improvements must be completed prior to issuance of a Zoning Clearance for construction of the 70th unit.
13. Per-unit affordable housing in-lieu fees for Tract 5133 shall be collected for a total of 77 homes per the Affordable Housing Purchase and Sale Agreement and Agreement Regarding Conditions of Approval (Tract 5133) by and between the City of Moorpark and Shea Homes, Limited Partnership regardless of the number of homes built. All per-unit fees must be paid prior to the issuance of Zoning Clearances for residential building permits, with the balance for unbuilt units paid prior to the issuance of the Zoning Clearance for construction of the 73rd home.
14. Prior to issuance of a Zoning Clearance for construction of the 65th housing unit in Tract 5133, the applicant shall provide plans for the improvement and dedication of Majestic Court from the easterly boundary of Tract 5133 to the existing terminus of Fremont Street, and Fremont Street from Majestic Court to Los Angeles Avenue, including a turnaround at Los Angeles Avenue so that vehicle access to Fremont Street is limited to Majestic Court, and the widening of Los Angeles Avenue from the easterly boundary of Tract No. 5133 to the easterly boundary of Vesting Tentative Tract Map No. 5425 to the satisfaction of the City Engineer/Public Works Director, and consistent with the design standards as shown on Vesting Tentative Tract Map No. 5425 as conditioned by Resolution No. 2005-2304. Street improvements must be completed and an irrevocable offer of dedication for public street purposes must be provided to the satisfaction of the City Engineer/Public Works Director prior to issuance of a Zoning Clearance for construction of the 70th unit.
15. Prior to the issuance of a Zoning Clearance for construction of the 70th housing unit in Tract 5133, all fences/walls along lot boundaries must be in place to the satisfaction of the Planning Director.