

ORDINANCE NO. 1731-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS APPROVING A DEVELOPMENT AGREEMENT WITH CHERRY TREE DEVELOPMENT, LLC, RELATING TO THE DEVELOPMENT OF PROPERTY LOCATED AT 500 EAST THOUSAND OAKS BOULEVARD (APN: 525-0-012-230, 669-0-201-030, 669-0-201-040, 669-0-201-050, and 669-0-201-105), THOUSAND OAKS, CALIFORNIA [**Development Agreement (DAGR) 2023-70001**]

The City Council of the City of Thousand Oaks does hereby ordain as follows:

Part I

Based upon the information contained in the Staff Report, exhibits, and public testimony given at a public hearing on May 21, 2024, the City Council approved this Development Agreement with the following findings:

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the “Development Agreement Statute”) which authorizes cities to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and

WHEREAS, in accordance with the Development Agreement Statute, the City of Thousand Oaks (the “City”) has adopted regulations (the “Development Agreement Regulations”) to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute, which is contained in Section 9-11.01 *et seq.* of the Thousand Oaks Municipal Code (TOMC); and

WHEREAS, Cherry Tree Development, LLC (“Developer”) desires to carry out the development of a mixed-use commercial and residential project (“Project”)

located at 500 East Thousand Oaks Boulevard (APNs: 525-0-012-230, 669-0-201-030, 669-0-201-040, 669-0-201-050, and 669-0-201-105), other City rules and regulations, and the Development Agreement and vested entitlements referenced therein;

WHEREAS, this Development Agreement (DAGR 2023-70001) will assure the City and the Developer that the Project will proceed as proposed and that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which assurance will thereby reduce the actual or perceived risk of planning, financing, and proceeding with construction of the Project and promote the achievement of the private and public objectives of the Project;

WHEREAS, the Planning Commission held a duly noticed public hearing on April 22, 2024, on the Project, during which the Planning Commission received comments from the Developer, City staff, and members of the general public and made a recommendation to the City Council on the Project entitlements, inclusive of the requested Objective Design Standards Modifications and State Density Bonus Concessions and Waivers, and legislative actions.

WHEREAS, the City Council of the City of Thousand Oaks held a duly noticed public hearing on the Project on May 21, 2024, during which the City Council received comments from the Developer, City staff, and members of the general public and approved related entitlements and legislative actions, including CEQA 2023-70004, SUP 2023-70011, PTP 2023-70067 and DAGR 2023-70001.

Part 2

NOW THEREFORE, the City Council of the City of Thousand Oaks does hereby ordain as follows:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement (including all exhibits to the Agreement), attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 *et seq.* and pursuant to the City's "Development Agreement Regulations."

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

- (a) The Agreement will not adversely affect the orderly development of property or the preservation of property values;
- (b) The Development Agreement implements the Thousand Oaks Specific Plan (SP-20), which is consistent with the goals and policies of the General Plan. The City Council finds that the Development Agreement is therefore also consistent with the City's General Plan.
- (c) The Development Agreement establishes certain development rights, obligations, and conditions for the implementation of the Project located at 500 East Thousand Oaks Boulevard (APNs: 525-0-012-230, 669-0-201-030, 669-0-201-040, 669-0-201-050, and 669-0-201-105).
- (d) The Development Agreement conforms to public convenience, general welfare, and best land use practice;
- (e) The Development Agreement will not be detrimental to the public health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to the general welfare of the residents of the City as a whole;
- (f) The Development Agreement will support the orderly development of the Property and the preservation of property values;
- (g) The project qualifies as a "mixed-use" project consisting of approximately 8,500 square feet of commercial space and 328 units of multi-family residential development, which is a development concept allowed and supported by SP-20 intended to produce a mix of interactive uses, which will create an active and interesting atmosphere in both the site and within nearby properties. Complementary uses are to be located close to each other to promote interaction between uses to advance the development concept of the Thousand Oaks Boulevard Specific Plan (SP-20).

- (h) The project is consistent with the Mixed-Use (>20 to 30 du/acre) land use designation of the Thousand Oaks General Plan.
- (i) The architectural design of the project complies with the Objective Design Standards (ODS) of the TOMC, development standards of SP-20, and the intent of the City's Architectural Design Review Guidelines, Precise Plan of Design Guidelines, Commercial Design Guidelines, and Freeway Corridor Guidelines.
- (j) Addendum to Environmental Impact Report (EIR No. 327) 2023-70004 was prepared for the subject project in accordance with the California Environmental Quality Act (CEQA). A comprehensive evaluation of the potential environmental impacts for this project was performed. This evaluation determined that the project will not result in new significant impacts nor substantially increase the severity of previously disclosed impacts beyond those already identified in EIR No. 327. Thus, a subsequent EIR or supplemental EIR need not be prepared. Appropriate measures are identified in the Addendum to ensure mitigation is in place, so no significant adverse environmental impact results from the project. To that end, the EIR No. 327 mitigation monitoring plan is required to ensure the indicated mitigation measures are applied to reduce and avoid potential effects of the project.

SECTION 4. The foregoing findings and determinations are based on the following:

- (a) The Recitals set forth in this Ordinance, which is deemed true and correct;
- (b) Resolution No. 2024-013 for the Project entitlements, adopted by the City Council on May 21, 2024, and which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
- (c) All City Staff reports (and all other public reports and documents) prepared for the Planning Commission and City Council, relating to the Development Agreement and other actions relating to the Project;

- (d) All documentary and oral evidence received at public hearings or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the Project; and
- (e) All other matters of common knowledge to the Planning Commission and City Council, including, but not limited to the City's fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City, State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject further to such minor, conforming, and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney to the execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, and conformity to the General Plan, as amended, as approved by the City Council.

SECTION 6. The approval contained in Section 5 hereof is subject to and conditioned upon Resolution No. 2024-013, adopted by the City Council approving Special Use Permit (SUP) 2023-70011 and Protected Tree Permit (PTP) 2023-70067.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. This Ordinance shall be posted in accordance with the provisions of the TOMC and shall become effective thirty (30) days from and after the date of its passage.

SECTION 9. The City Clerk shall certify the adoption of this ordinance and shall cause the same to be published as required by law.

Part 3
(Uncodified)
Severability

SECTION 10. If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this title; it is hereby expressly declared that this title, and each section, subsection, sentence, clause, and phrase hereof, would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Part 4
(Uncodified)
Effective Date

SECTION 11 This ordinance shall become effective on and after the thirty-first (31st) day following its adoption, provided, however, that if the actions referred to in Section 6 hereof are not effective on such date, then the effective date of this Ordinance shall be the date on which all of said actions become effective, as certified by the City Clerk.

PASSED AND ADOPTED this XX day of June, 2024, by the following vote:

Ayes:
Noes:
Absent:

Al Adam, Mayor
City of Thousand Oaks City Council

ATTEST/CERTIFY:

Laura B. Maguire, City Clerk

Date Attested: _____

APPROVED AS TO FORM:
Office of the City Attorney

Tracy M. Noonan, City Attorney

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

Introduced: May 21, 2024
Published: May 28, 2024 and June XX, 2024
Ordinance No.: 1731-NS

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the City of Thousand Oaks City Council on the date cited above.

**EXHIBIT A
DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Thousand Oaks
2100 E. Thousand Oaks Boulevard
Thousand Oaks, CA 91362
Attn: City Clerk

WITH A COPY TO:
Ryan Leaderman
Holland & Knight LLP
400 S. Hope Street, 8th Fl.
Los Angeles, CA 90071

(Space Above this Line is for Recorder's Use Only)

This Development Agreement is recorded at the request and for the benefit of the City of Thousand Oaks and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

DEVELOPMENT AGREEMENT

by and between

CITY OF THOUSAND OAKS

and

CHERRY TREE DEVELOPMENT LLC

THIS DEVELOPMENT AGREEMENT is entered into this 21st day of May, 2024, by and between the CITY OF THOUSAND OAKS, a California municipal corporation ("City"), on the one hand, and CHERRY TREE DEVELOPMENT LLC ("Owner"), on the other hand (each individually, a "Party" and, collectively, the "Parties").

RECITALS

This Agreement is predicated upon the following facts, understandings, and intentions of the Parties.

A. The State of California adopted the Development Agreement Act to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development. Sections 65865 through 65869.5 of the California Government Code Section (the Development Agreement Act), authorizes City and persons who have legal or equitable interests in real property to enter into a binding development agreement establishing certain development rights in the real property that is the subject of the development project application. City has also codified the process of development agreements in Chapter 11 of Title 9 of the Thousand Oaks Municipal Code (“TOMC”).

B. Throughout this Agreement, including the Recitals contained herein, certain capitalized terms are used which are defined in Section 1 of this Agreement. City and Owner intend to refer to those definitions when the capitalized terms are used.

C. Pursuant to Government Code Section 65865, City adopted Title 9, Chapter 11 of the TOMC – Development Agreements (“Development Agreement Ordinance”), further authorizing this Agreement and establishing the City Council’s intent that development agreements be entered into in those situations where the agreement is fair, just and reasonable at the time of its execution; and where it is prompted by the necessities of the situation, or is, by its nature, advantageous to City.

D. Throughout this Agreement the terms “Owner” or “Developer” may be used synonymously, and both refer to Cherry Tree Development, LLC.

E. On May 21, 2024, the City Council adopted Resolution No. 2024-013, “A Resolution of the City Council of the City of Thousand Oaks to Approve Entitlement Applications for Land Located at 500 E. Thousand Oaks Boulevard (SUP 2023-70011).” As part of that Resolution, the City Council approved SUP 2023-70011 and LU 2022-70219, allocating 236 residential dwelling units of Citywide Measure E residential capacity to the Property. Owner is also receiving a density bonus of 92 additional units.

F. Owner and the City have agreed that the parties should enter into a development agreement pursuant to City’s Development Agreement Ordinance and proceedings have been taken in accordance with the rules and regulations of City and State law.

G. Owner voluntarily enters into this Agreement to implement the General Plan and in consideration for the rights conferred and the procedures specified herein for the

development of a private residential project (the “Project”) that includes up to 328 dwelling units, inclusive of three live-work units, and up to 8,500 square feet of commercial uses at 500 E. Thousand Oaks Boulevard, Thousand Oaks, California Assessor’s Parcel Numbers 669-0-201-105, 669-0-201-050, 669-0-201-040, 669-0-201-030, 525-0-012-230 (the “Property” or “Project Site”). These parcels have a land use designation as “mixed-use” under the City’s General Plan City, in the exercise of its legislative discretion, voluntarily enters into this Agreement to implement the Project and in consideration of the agreements and undertakings of Owner as specified herein.

H. Concurrent with this Agreement, Owner proposed that City grant Owner the following land use entitlement approvals (hereinafter “Project Approvals”) for the Project (defined below in Section 1 – Definitions) which are incorporated and made a part of this Agreement.

- a. Special Use Permit (SUP) 2023-70011, inclusive of the State Density Bonus Law element of the Project
- b. Protected Tree Permit (PTP) No. 2023-70067
- c. Development Agreement (DAGR) 2023-70001
- d. Addendum to Environmental Impact Report (EIR) 2023-70004

I. During the application process, Owner submitted architectural plans, site plans, landscape plans and grading plans to the City for review by staff. The Project was approved subject to certain conditions and the approved plan and conditions of approval are attached to this Agreement as Exhibits C and D.

J. City has approved the Project, subject to the associated conditions, and determined that this Agreement is consistent with City’s General Plan and Specific Plan No. 20 and specifically determined that this Agreement: (1) is fair, just and reasonable; (2) is prompted by the necessities of the situation and is by its nature advantageous to City; and (3) that this Agreement encourages and assures private participation in the construction of housing stock, as determined in the absolute discretion of the City Council.

K. On April 22, 2024, the Planning Commission of City considered the Project, the material terms of this Agreement, and the Environmental Impact Report to SP-20 and Addendum to the Environmental Impact Report (collectively, “EIR”) at a duly noticed public hearing and made appropriate findings that the provisions of this agreement are consistent with the General Plan and recommended approval of the Project to City Council. This Agreement was thereafter considered by City Council at a duly noticed public hearing on May 21, 2024, in accordance with State law and City’s Development Agreement Ordinance.

L. The City Council, after conducting a duly noticed public hearing on May 21, 2024, considered the potential environmental impacts of the Project and based on the information contained in SP-20 EIR No. 327 and the Addendum, the City confirmed, and approved the Project's Addendum to the SP-20 EIR No. 327 and found that SP-20 EIR No. 327 and the Addendum adequately address the environmental impacts of the Project at the Project Site.

M. The City Council also considered the Project Approvals, approved the form and material elements of this Agreement, authorized the execution of this Agreement, and found that the provisions of this Agreement are consistent with the General Plan, State law, and the Development Agreement Ordinance. The City Council conducted the first reading of the Development Agreement Ordinance on May 21, 2024, followed by the City Council's second reading of the new ordinance on June 4, 2024.

N. This Agreement and the consent of Owner to each of its terms, conditions, and obligations will eliminate uncertainty in planning and provide for the orderly development of the Property consistent with the policies and objectives of the General Plan, Specific Plan No. 20, as well as to provide for infrastructure improvements, affordable housing, and open spaces, as identified in this Agreement. All such infrastructure improvements, affordable housing and open space areas are beneficial to the health, safety, and general welfare of the City in general.

O. In exchange for the benefits to City listed herein, City agrees to take those actions required to facilitate Owner's development of the Project, including the approval, adoption, or issuance of necessary development permits and the future ministerial approval of any additional building plans, building permits, occupancy permits, and other such permits necessary to implement the Project ("Ministerial Approvals") which are consistent with this Agreement.

P. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in such a way as to fully comply with the California Environmental Quality Act ("CEQA"), state law governing adoption of development agreements, the TOMC, City's Development Agreement Ordinance, and applicable development entitlements.

Q. This Agreement is made and entered into in consideration of the mutual covenants and in reliance upon the various representations and warranties contained herein. The Parties acknowledge that, in reliance on the agreements, representations, and warranties contained herein, Owner will take certain actions, including making substantial investments and expenditures of monies, relative to the Property and the development thereof.

R. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide certainty necessary for the Owner to make significant investments in public infrastructure, public gathering areas, and other improvements and public infrastructure, and other improvements, assure the timely and progressive installation of necessary improvements and public services, establish the orderly and measured build-out of the Project consistent with the vision of City's Specific Plan No. 20 and will provide public benefits to City it would not be entitled to absent this Agreement. All such public improvements or projects are beneficial to the health, safety, and general welfare of the City in general.

S. The terms of this Agreement support a vital and important interest of City by ensuring the development is consistent with the General Plan, Specific Plan No. 20 and the upgrading of City infrastructure and improvements.

T. In exchange for the benefits to City, Developer desires to receive the Project Approvals to permit mixed-use on the Property, the designated number of residential units allocated for the Project, assurance that it may proceed with the Project in accordance with the Project Approvals and existing land use ordinances and development standards in effect on the Agreement Date, subject to the terms and conditions contained in this Agreement and, to secure the benefits afforded Developer by Government Code §65864 *et seq.*, and City's Development Agreement Ordinance.

U. The Project involves development of a private residential project built on private property that would underground utility lines on the Property. The City is interested in improving City aesthetics by separately undergrounding utilities nearby on Hodencamp Road from Thousand Oaks Boulevard to Hillcrest Drive. To the extent that Owner assists the City in improving aesthetics in the area outside of the Property, the Owner would seek reimbursement by the City for those costs associated with such aesthetic improvements, and the City seeks to reimburse the Owner for those costs.

V. The Owner seeks certainty with the costs associated with Development Fees and Processing Fees to reduce the cost of providing this private residential project that includes a substantial amount of affordable housing. Nothing in this Agreement, such as reimbursement for costs and freezing of such fees, constitutes anything more than de minimis payment of public funds, if any, to the Owner by the City.

W. For the foregoing reasons, Owner, and City desire to enter into a development agreement for the Project pursuant to the Development Agreement Act and other applicable laws upon the terms and conditions set forth herein and, in the exhibits, attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this Agreement as well as in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. “Agreement” means this Development Agreement, identified as City of Thousand Oaks Development Agreement No. 2023-70001.

1.2. “Agreement Date” means the date this Agreement is executed by both City and Owner.

1.3. “Agreement Effective Date” is the date on which this Agreement is attested by the City Clerk of City after execution by Owner and Mayor of City and shall be no more than ten (10) days following the Agreement Date.

1.4. “Applicable Rules and Laws” means the City’s rules, regulations, ordinances, and official policies in force and effect as of the Agreement Effective Date governing permitted uses of the land, the density or intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, development standards, the provisions for reservation or dedication of land for public purposes, as well as those rules and laws governing design, improvement, and construction standards, specifications, policies and guidelines applicable to development of the Property, including the General Plan and Specific Plan No. 20, and unless otherwise provided by this Agreement or the Project Approvals.

1.5. “CEQA” means the California Environmental Quality Act and any state and local rules, regulations or guidelines adopted pursuant thereto.

1.6. “City” means the City of Thousand Oaks, California.

1.7. “Development Agreement Ordinance” means Title 9, Chapter 11 of the Thousand Oaks Municipal Code wherein City has set forth the procedures and requirements for consideration and administration of development agreements.

1.8. “Development Fees” means any monetary fee or exaction other than a tax or special assessment that would be charged by a local government agency pursuant to Government Code Section 66000, *et seq.*, to a project applicant in connection with new development for the purpose of defraying all or a portion of the cost of public

facilities related to the new development, including without limitation, fees for utility construction, use, linkage or connection fees; public transit; traffic improvement and operations and any other traffic-related fees; affordable housing; sustainability or green initiatives; capital facilities; police and fire; parks; libraries; and other exactions, assessments, fair share charges or other similar impact fees or charges imposed on and in connection with new development.

1.9. “Future Development Entitlements” means all necessary City discretionary approvals (including conditions of approval) for the development of the Project that are not addressed in this Agreement and that must be consistent with the current General Plan and Specific Plan for the Project Site, the Applicable Laws, and this Agreement.

1.10. “General Plan” means the General Plan of the City.

1.11. “Low Income Households” means household at or below 80 percent of the Area Median Income. Refer to the 2024 Ventura County Income Limits chart attached hereto as Exhibit F and future amendments and revisions thereto.

1.12. “Measure E Residential Capacity” means the citywide residential units available for reallocation to a proposed development project pursuant to Section 9-2.203 of City’s Municipal Code.

1.13. “Ministerial Approvals” means the non-discretionary City permits and approvals necessary for the development of the proposed Project as required by the Applicable Laws or State law, including but not limited to approval of building plans, final map, building permits, occupancy permits, and other similar types of permits necessary to implement the Project. Notwithstanding the foregoing, Ministerial Approvals may be processed and approved in accordance with amended versions of the Applicable Laws upon Owner’s request and in Owner’s sole discretion.

1.14. “Owner” or “Developer” means Cherry Tree Development LLC, and each and all of their respective transferees, partners, successors, and assigns, whether voluntary or involuntary.

1.15. “Processing Fees” means fees and charges (i) adopted by the City for the purpose of defraying the City’s reasonable costs incurred or to be incurred in the processing and administration of any form of permit, license, or land use entitlements, or (ii) imposed by the City to defray the costs of periodically updating its plans, policies, and procedures, including but not limited to, the fees and charges referred to in Government Code Section 66014.

1.16. “Project” means the proposed development of the Property in accordance with the Project Approvals, this Agreement, and the conditions of approval and mitigation measures adopted as part of this Agreement.

1.17. “Project Approvals” means those discretionary City permits and approvals, including those listed in Recital H of this Agreement (including conditions of approval), necessary for the development of the proposed Project consistent with the General Plan, Specific Plan, the TOMC and other Applicable Laws in effect on the Agreement Effective Date, any amendment to such permit or approval allowed by the TOMC and this Agreement.

1.18. “Property” is that certain real property located within the City of Thousand Oaks at 500 Thousand Oaks Boulevard, Thousand Oaks, California 91360, Assessor’s Parcel Numbers 669-0-201-105, 669-0-201-050, 669-0-201-040, 669-0-201-030, 525-0-012-230 and as more particularly described in Exhibit A attached hereto. The Property may also be referred to from time to time herein as the “Project Site.”

1.19. “Reserved Powers” means the rights and authority expected from this Agreement’s restriction on City’s police powers and which are instead reserved to City. The Reserved Powers include (a) the powers to enact regulations or take future Discretionary Actions after the approval of the Project Approvals that may be in conflict with the Applicable Rules and Project Approvals, but (i) are necessary to protect the public health and safety, and are generally applicable on a citywide basis (except in the event of natural disasters as found by City Council such as floods, earthquakes, pandemics and similar acts of God), (ii) are necessary to comply with State or federal laws and regulations (whether enacted previous or subsequent to the final administrative approval of the Project Approvals), or (iii) constitute Processing Fees and charges imposed or required by City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived in writing by City, and (b) the power to enact and amend the Building Codes.

1.20. “Term” means the period of time for which this Agreement shall be effective in accordance with Section 3 below.

1.21. “Undergrounding Program—Plan A” means the portion and scope of the Project requiring the undergrounding of Southern California Edison 66KV transmission poles and other equipment as listed under Article 8 of this Agreement.

1.22. “Undergrounding Program—Plan B” means the portion and scope of the Project requiring the undergrounding of Southern California Edison 66KV transmission poles and other equipment as listed under Article 8 of this Agreement.

2 Exhibits. The following documents are referred to in this Agreement, attached hereto and made a part hereof by this reference.

<u>Exhibits Designation</u>	<u>Description</u>
A	Legal Description of Property
B	Site Plan
C	Project Plan Set dated February 15, 2024
D	Conditions of Approval
E	Green Initiatives
F	2024 Ventura County Income Limits Chart
G	Conceptual Undergrounding Drawings from Project Plan Set

3. Agreement Effective Date and Term.

3.1. Agreement Term. This Agreement shall become effective (“Agreement Effective Date”) as set forth in Subsection 1.3 above. Unless extended by mutual written agreement of the Parties, this Agreement shall expire and be of no further force or effect on the earlier of seven (7) years from the Agreement Effective Date (“Term”) or the date on which the City issues the final Certificate of Occupancy required for a structure on the Property or approves final permits to allow occupancy of buildings for the Project. The term may be terminated, modified, or extended by mutual consent in writing of the Parties with good cause, not to be unreasonably withheld by the City. Owner intends to submit plans for building permits within the first year of the Term, subject to unforeseen delays and the Parties will act in good faith to move the Project forward through construction and completion in a time efficient manner.

3.2. Expiration of Term. Following the expiration of the Term, this Agreement shall terminate and be of no further force and effect, except with respect to terms and provisions that expressly survive the termination of this Agreement. If this Agreement is terminated because the City has issued the last required Certificate of Occupancy or otherwise issued final occupancy permits for the entire Project, then Owner’s obligations to provide the Public Benefits as identified in Section 6.1, below, shall survive such termination until the obligation has been completely satisfied. In the event the Project Approvals are challenged the Term is tolled through the duration of the litigation. All Project Approval expiration dates will extend through the term of the Agreement.

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

“The Legislature finds and declares that:

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

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

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties as permitted hereunder; and (2) to offset controls and conditions imposed on development project applications.

5. Purpose of this Agreement.

5.1. Public Benefits. This Agreement provides assurances that the public benefits identified in Section 6.1, below, will be achieved in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City’s Reserved Powers;

5.2. Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City’s policy of

judicious restraints on its police powers, Developer wishes to obtain reasonable assurance that the Project may be developed in accordance with the Applicable Rules, the Project Approvals, and other Discretionary Actions and with the terms of this Agreement, but subject to the City's Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Project with the uses and to the density and intensity of development (including, without limitation, the location and number of improvements, proposed height and building limits (e.g., maximum density, maximum floor area, etc.) and the provisions of open space, vehicular access, and parking set forth in this Agreement, the Project Approvals, and other Discretionary Actions. This Agreement, therefore, is necessary to assure Developer that, except as otherwise expressly provided in this Agreement, the Project will not be: (a) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals and other Discretionary Actions, (b) "subjected to new rules, regulations, ordinances or official policies or plans that are not adopted or approved pursuant to the City's Reserved Powers or (c) subjected to unreasonable delays for reasons other than Citywide health and safety enactments related to force majeure events such as, but not limited to, floods, earthquakes, pandemics, labor shortages and similar acts of God.

5.3. Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the policies and objectives set forth in the General Plan. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements for, and other features of, the Project reflected in the Project Approvals, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which they Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits to the City through the imposition of development standards and requirements under this Agreement, including without limitation increased tax revenues, installation of onsite and offsite improvements, creation and retention of jobs, and the development of an aesthetically attractive Project, as well as the public benefits described in Section 6.1, below. In addition, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Developer will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules, Project Approvals and other Discretionary Actions, and the Reserved Powers, subject to the terms and conditions of this Agreement.

5.4. Applicability of the Agreement. This Agreement does not (a) grant height, density or intensity in excess of that otherwise established in the Applicable Rules and the Project Approvals; (b) eliminate future Discretionary Actions relating to the Project

if applications requiring such Discretionary Action are initiated and submitted by the Owner of the Property after the Effective Date of this Agreement; (c) guarantee that Developer will receive any profits from the Project; (d) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; (e) amend the General Plan or Specific Plan No. 20; or (f) amend the City's Planning and Zoning Code (Title 9). This Agreement has a fixed Term.

6. General Acknowledgement. This Agreement is entered into for the purpose of permitting the development of the Property in a manner that will assure certain anticipated benefits to both City and Owner as set forth in this Section.

6.1. Benefits to City and Obligations of Owner. The benefits to City (including, without limitation, the residents of City) and obligations of Owner under this Agreement include, but are not limited to:

6.1.1. Construction of the private residential project in a maximum of one phase which increases residential stock in the City by adding up to 284 market rate apartment units with a mix of unit types;

6.1.2. Provision for Forty-four (44) affordable Low Income Households apartment units to be located across buildings A, B, and C that are to be incorporated in the 157 two-bedroom units, 156 one-bedroom units, 12 studio units, and 3 live-work units as demonstrated in the Project Plan Set dated February 15, 2024 and as required under the Affordable Housing conditions found in the Conditions of Approval (Exhibit D);

6.1.3. Removal of long-standing undeveloped space along Thousand Oaks Boulevard, and replacement with conforming mixed-use residential and commercial uses and structures;

6.1.4. As part of the private residential project that constitutes a housing development project, construction of 8,500 square feet of commercial retail uses with parking and various amenities;

6.1.5. Publicly accessible exterior plazas and open spaces with a dog park, pocket parks and pathways as generally shown on Exhibits B and C equating to approximately 54,763 square feet or 37.8 percent of the total building footprint square footage, including a large 7,000 square foot exterior public plaza with a minimum dimension of 20 feet;

6.1.6. Provision of necessary fees, dedications and public improvements that will provide benefits for the community;

6.1.7. Approximately 1,000 square feet of co-working and 3,960 square feet of work/share space;

6.1.8. Enhanced architectural design with appropriate massing and scale, extensive articulation, glazing, and extensive detailing with upgraded materials;

6.1.9. Undergrounding of 66KV overhead electrical and other lines and removal of up to two (2) power poles along Thousand Oaks Boulevard;

6.1.10. Integrate sustainable features including but not limited to rooftop solar and EV charging stations. EV Charging Parking Spaces will meet 2022 CalGreen requirements (i.e., ten (10) percent EV Capable, twenty-five (25) percent EV Ready, and five (5) percent EV Charging Stations) based on Parking Facility type. Owner will also be installing all electric appliances for all 328 residential units which go beyond Title 24 requirements. Exhibit E is attached which outlines the green initiatives for the Project;

6.1.11. Three (3) live/work units which results in the Project providing vehicular trip reduction benefits as a result of the dedication of live/work units and work share space for use. In addition, onsite retail will also result in fewer vehicle miles traveled thereby reducing air, noise, and traffic impacts on the community at-large;

6.2. Benefits to Owner and Obligations of City. Owner will expend time and money in constructing improvements and facilities in connection with the Project, and thus the vested rights provided by this Agreement will be of considerable benefit to Owner. The benefits to Owner and obligations of City also include the following:

6.2.1. City's adoption of Project Approvals to provide for mixed use including retail and residential units on the property, which significantly enhances the value of the Property;

6.2.2. Consistent with California Government Code Section 65915, the City's approval of 92 "density bonus" market rate units above and beyond the one hundred and eighty-three (183) base density units permitted by the General Plan's thirty (30) dwelling units per acre limitation, plus the unlimited density of 53 dwelling units above commercial in exchange for forty-four (44) affordable units reserved for Lower Income Households (i.e., twenty-four (24) percent of the base density units);

6.2.3. Subject to Section 6.2.4, City's guarantee that certain Processing Fees and Development Fees related to the private residential project development of the Property will not increase during the term of the Agreement;

6.2.4. City's agreement to allow Owner to submit a written request

to defer payment of City Development Fees for a period of twenty-four (24) months, with a possible six (6) month extension. Notwithstanding Owner's ability to defer payment of City's Development Fees, if Owner makes a request to defer such payment, Owner must pay the interest on the determined total value of the City Development Fees calculated for the Project before any City-issued building, grading, demolition, or other type of permit related to construction is issued. The interest rate will be determined at the time the permits are being sought and the rate will be based on the amount the City could earn in a two-year treasury. In addition, all City impact fees due from Owner, or anyone assigned the rights under the Agreement, must be paid before a Certificate of Occupancy or other City action to approve occupancy of any structure on the Property is issued;

6.2.5. City's agreement to allow Owner to have all applications for City entitlements processed in accordance with the Project Approvals and Applicable Laws during the Term of this Agreement. All Project Approvals will last for the Term of the Agreement unless terminated by mutual consent or pursuant to the rights and authority provided for under this Agreement;

6.2.6. City's agreement to not change the existing zoning and General Plan designations of the Property without Owner's consent during the Term of this Agreement;

6.2.7. City's assurance that any permits for the Project as described herein for which Owner has submitted plans entitled "Project Plan Set" (dated February 15, 2024 and attached as Exhibit C) will be processed expeditiously and assigned a dedicated City planner;

6.2.8. Incentives pursuant to State Density Bonus Law in Project Approvals. Owner is requesting three incentives as follows: (1) to provide four (4) stories in lieu of a three (3) story maximum; (2) relief from the City's objective standards to Building Windows Details allowing a decrease of the minimum window depth to two (2) inches from glass to wall edge instead of three (3) inches as otherwise required by TOMC Section 9-4.2205(h)(1)(ii) and (h)(3)(i) to allow relief from the development standard that requires window frames must be made of aluminum, fiberglass, wood, or manufactured wood; or another material with a wood grain texture finish; and (3) relief from the City's requirement of a 50 percent retail area frontage for any building with greater than 100 feet of street frontage;

6.2.9. Pursuant to State Density Bonus Law, a waiver of objective standards for Building Types and Design by allowing an increase of the stacked dwelling type and mixed-use building type interior corridor length to 150 feet instead of 100 feet as otherwise required by TOMC Section 9-4.2205(e)(8)(iv) and (e)(9)(vi);

6.2.10. Pursuant to State Density Bonus Law, a waiver of objective standards for Courtyards which require courtyards within podium building types to be located no more than one story above street level as otherwise required by TOMC Section 9-4.2205(e)(8)(vi);

6.2.11. Pursuant to State Density Bonus Law, a waiver of objective standards for Building Access that generally requires all ground floor residential units within a stacked dwelling building type to provide a main entrance to each residential unit directly from the street as otherwise required by TOMC Section 9-4.2205(e)(8)(ii);

6.2.12. Pursuant to State Density Bonus Law, a waiver of objective standards from a maximum 20 foot setback from Thousand Oaks Boulevard (five foot easement plus 15 foot setback) to allow a greater setback than otherwise required by SP-20 Chapter 4C(2)(a)(1)(d)(i);

6.2.13. A modification of objective standards for Building Massing and Articulation by allowing an increase building length to 369 feet instead of the maximum 200-foot length as otherwise required by TOMC Section 9-4.2205(g)(1);

6.2.14. A modification of objective standards for Building Articulation for buildings over three (3) stories tall by granting a reduction of the requirement of major massing breaks at a minimum of thirty inches (30") deep and four (4) feet wide and extension to the full height of the building while providing minor massing breaks at least every 50 feet along the street frontage; minor breaks must be a minimum of twelve inches (12") deep and four (4) feet wide and extend the full height of the building as otherwise required by TOMC Section 9-4.2205(g)(2)(iii)(ab) and (ac); and,

6.2.15. A modification of objective standards for Open Space Design that will allow Owner to decrease the minimum sixty percent (60%) of the common usable open space to be provided as a landscaped green area as otherwise required by TOMC Section 9-4.2205(e)(8)(x) and (e)(9)(xi).

7. Project Development

7.1. Project Description and Binding Covenants. The Property is that property described in the attached Exhibit A (Legal Description of Property) and Exhibit B (Site Plan) which include a map showing its location and boundaries. The Property is commonly described as located at 500 E. Thousand Oaks Boulevard, Thousand Oaks, California, as described in Exhibit A. Owner represents that it has a legal or equitable interest in the Property and that all other persons holding legal or equitable interests in the Property (excepting owners or claimants in easements) agree to be bound by this

agreement. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties hereto.

7.2. General Development. Any development of the Project on the Property shall be conducted in accordance with the terms and conditions of this Agreement and attached exhibits.

7.3. Ministerial Approvals. City hereby agrees that Ministerial Approvals for the Project will be approved in a manner consistent with the Project Approvals and Applicable Laws, provided that Owner satisfactorily complies with all preliminary procedures, actions, payments, criteria, and regulations applicable as of the Agreement Effective Date and generally required of developers by City for processing applications for developments at such time.

CEQA Compliance. The City, as the lead agency under CEQA Guidelines, Section 15164, considered the potential environmental impacts of the project and based on the information contained in EIR No. 327 and the Addendum to EIR No. 327, the City determined that the Project will not result in new significant impacts nor substantially increase the severity of previously disclosed impacts beyond those already identified in EIR No. 327.

7.4. Permitted Uses and Development Standards. In accordance with and subject to the terms and conditions of this Agreement, Developer shall have a vested right to develop the Property for the uses and in accordance with and subject to the terms and conditions of this Agreement, the Project Approvals, the Future Development Entitlements (if and when approved), Ministerial Approvals (if and when approved), any amendments to the foregoing approved by the City, and, to the extent not addressed in the foregoing, the Applicable Laws, the exhibits attached hereto and incorporated herein by reference, and any amendments to the Project Approvals or Agreement as may, from time to time, be approved pursuant to this Agreement.

7.5. Owner to Build Approved Project. Owner hereby agrees that development of the Project shall be in accordance with the Project Approvals, including the conditions of approval and the mitigation measures and project design features for the Project as adopted by City, any amendments to the Project Approvals or Agreement as may, from time to time, be approved pursuant to this Agreement, the Future Development Entitlements (if and when approved), Ministerial Approvals (if and when approved), any amendments to the foregoing approved by the City, and, to the extent not addressed in the foregoing, the Applicable Laws. Nothing in this Section shall be construed to restrict the ability to make minor changes and adjustments in accordance with Subsection 11.2. Notwithstanding the foregoing, nothing in this Agreement shall require Owner to construct the Project or pay fees for any portion of the Project that Owner does not construct.

7.6. Timing of Development. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement. It is the intent of Developer and the City to cure that deficiency by expressly acknowledging and providing that any future City action that purports to limit over time the rate or timing of development or to alter the sequencing of development phases (whether adopted or imposed by the City Council or through the initiative or referendum process) shall not apply to the Project and shall not prevail over this Agreement. In particular, but without limiting any of the foregoing, no numerical restriction shall be placed by the City on the amount of total square feet or the number of buildings, structures, residential units that can be built each year on the Property except as expressly provided in this Agreement. The Project shall be completed within the Term unless extended pursuant to this Agreement. Owner intends to submit plans for building permits within the first year of the Term, subject to unforeseen delays.

8. Plan for Undergrounding of SCE Utility Poles.

8.1. Owner has agreed to conditions of approval for the Project that include grading, undergrounding of Southern California Edison ("SCE") 66KV transmission facilities, 16KV distribution facilities, 3rd party communication utilities, utility poles and lines, and the construction of certain improvements on the Property pursuant to the permits identified in Article 3 of this Agreement. This includes transformers, meters, vaults, conduits, ducts, boxes, electrolier bases, and other required structures and equipment. The physical terrain conditions and proposed grading, in relationship with the Project Approvals, also require Owner to underground the SCE transmission facilities located at the Property and on a SCE approved riser pole located on the southerly right of way of Thousand Oaks Boulevard (hereinafter referred to generally as "the Undergrounding").

8.2. City and Owner further agree that in addition to the Undergrounding, the Parties will collaborate in order to extend the Undergrounding of SCE and 3rd party communication utility facilities across Thousand Oaks Boulevard and north along Hodencamp Road until it intersects with Hillcrest Drive (hereinafter referred to generally as "the Undergrounding Extension"). If the Parties execute a reimbursement agreement for Undergrounding Program Plan A as described below, City agrees to reimburse Owner for City's fair share proportion of costs for the extending the undergrounding of the lines and third party communication utilities as described in Plan A as further set forth below and in a reimbursement agreement negotiated between the parties during the planning phase of the undergrounding with SCE.

8.3. The scope of the Undergrounding, as defined in Section 8.1, includes all of the SCE facilities located on the Property, and the SCE utility poles on both sides of

Thousand Oaks Boulevard immediately north of the Property. Undergrounding north of Thousand Oaks Boulevard continuing north along Hodencamp Road until its intersection with Hillcrest Drive would be part of the Undergrounding Extension. If the Parties proceed with Undergrounding Program--Plan A as described below and which includes the Undergrounding and the Undergrounding Extension, City agrees to reimburse Owner for City's fair share proportion of costs for the Undergrounding Extension as further set forth below and in agreements to be prepared when SCE plans and specifications for the Undergrounding and Undergrounding Extension are developed.

8.4. The construction of structures, substructures, breaking of pavement, trenching, backfilling, repaving, and other necessary construction in connection of the undergrounding system would be Owner's responsibility, subject to City hereby agreeing to reimburse Owner for City's fair share proportion of costs for the Undergrounding Extension. City, in collaboration with SCE and Owner, will monitor the Undergrounding and Undergrounding Extension.

8.5. Owner and City agree to work collaboratively with SCE and 3rd party communication utilities on the creation and implementation of plans and specifications for the Undergrounding and Undergrounding Extension, all in accordance with the requirements of SCE.

8.6. As part of this Agreement, the Parties understand and agree to have Owner construct the Undergrounding plan and Undergrounding Extension as described in Undergrounding Program—Plan A and as identified in the plans and specifications generated by SCE. The Parties agree that the Owner shall construct the Undergrounding and Undergrounding Extension as described in Undergrounding Program—Plan A and as identified in the plans and specifications generated by SCE as well as set forth in Sections 8.8 through 8.12.

8.7. Owner shall not be required to construct the Undergrounding Extension as further outlined in Undergrounding Program—Plan A below only if certain conditions precedent occur. If Owner constructs the Undergrounding Extension and Undergrounding pursuant to Undergrounding Program—Plan A, it shall be done pursuant to the plans and specifications generated by SCE as well as set forth in Sections 8.8 through 8.12, subject to Sections 8.7 and 8.9.4.

8.8. UNDERGROUNDING PROGRAM—PLAN A:

8.8.1. Pursuant to the Undergrounding Program—Plan A, the Parties agree that Owner will underground all SCE 66KV and other SCE and 3rd party communication utility lines located on Property under the oversight of SCE and City. As part of the Undergrounding Program--Plan A, Owner shall construct the Undergrounding Extension to continue the undergrounding project that includes, but is not limited to, the

construction, and completion of the undergrounding of 66KV transmission facilities, 16KV distribution facilities, 3rd party communication utilities, utility poles and lines, and other related structures, including but not limited to transformers, meters, vaults, conduits, ducts, boxes, and electrolier bases immediately north of Thousand Oaks Boulevard and continuing north on Hodencamp Road. The plans may include service drops to specific properties and distribution lines to side streets near Hodencamp Road. Final plans and specifications prepared and executed by the parties for this Undergrounding Program— Plan A undergrounding project will clarify the extent of service drops and distribution lines needed. The final riser pole for the undergrounding program related to the Project will be located near the intersection of Hodencamp Road and Hillcrest Drive and conceptually depicted in the undergrounding Project Plan Set sheets “SCE Exhibit _11.27.23_Sheet C0.01, Civil Conceptual Grading and Utility Plan Sheets C1.00, and C2.00”, (attached as Exhibit G]). Said plan sheets provide the initial engineering plans for the undergrounding. Parties agree that the undergrounding drawings are conceptual at this stage, and are subject to change based on further exploration, design needs, and other factors, all of which will be affirmed by SCE, City, and Owner as part of the undergrounding program requirements.

8.8.2. Timing: All SCE transmission undergrounding shall be completed before any certificate of occupancy is issued for either residential or commercial units on the Property.

8.8.3. Document execution: The Parties agree to execute all necessary documents and post-entitlement agreements for the planned undergrounding required by City, SCE and any other State or federal agency including, but not limited to, required reimbursement agreements, construction of utility undergrounding agreements with SCE and the Parties, and other utility undergrounding agreements required to meet the conditions and terms of the Conditions of Approval and Project Plan Set dated February 15, 2024.

8.8.4. Reimbursement Agreement. The Parties agree to execute a reimbursement agreement for the fees and costs related to Undergrounding Program— Plan A. The reimbursement agreement will include, but not be limited to, the breakdown of costs each Party will be responsible to pay based on the total amount of linear feet undergrounded or any other reasonable valuation agreed to by the Parties.

8.9. UNDERGROUNDING PROGRAM--PLAN B

8.9.1. Pursuant to the Undergrounding Program—Plan B, Owner will not be responsible to construct the Undergrounding Extension. Instead, the Owner is responsible to construct the Undergrounding as defined in Section 8.1 and as further

required by SCE during the final preparation of plans and approval of the final construction work. Parties agree that the Undergrounding drawings may be modified based on further exploration, design needs, and other factors, all of which will be affirmed by SCE, City, and Owner as part of the Undergrounding program requirements. Parties agree that the City will not participate in the cost of Undergrounding Program—Plan B.

8.9.2. Timing. All SCE transmission undergrounding shall be completed pursuant to Undergrounding Program—Plan B before any certificate of occupancy is issued for either residential or commercial units on the Property.

8.9.3. Document Execution. The Parties agree to execute all necessary documents and post-entitlement agreements for the planned undergrounding required by City, SCE and any other State or federal agency including, but not limited to, required reimbursement agreements, construction of utility undergrounding agreements with SCE and the Parties, and other utility undergrounding agreements required to meet the conditions and terms of the Conditions of Approval and Project Plan Set dated February 15, 2024.

8.9.4. Conditions Precedent To Initiate And Construct Undergrounding Program--Plan B. Notwithstanding anything to the contrary in this Agreement or the Project Approvals, Owner agrees it shall construct Undergrounding Program—Plan A, and shall not have the right to construct Undergrounding Program – Plan B, until the satisfaction of all of the following conditions precedent (collectively, the “City Conditions Precedent”):

- a. City has exercised its right to decide not to proceed with extending the undergrounding of any SCE utility poles and related equipment in the public right-of-way (other than at least one mandatory pole north of the Property), as set forth in Section 8.8 above.
- b. City has notified Owner in writing signed by the City Manager or his or her designee, that the City will not budget and appropriate the necessary funding to join Owner in undergrounding of SCE utility lines as set forth in Section 8.8 above.
- c. Owner has responded to City’s notification in subsection (b) that Owner acknowledges receipt and will move to complete the undergrounding as described in Undergrounding Program—Plan B.

9. Rules, Regulations, and Fees.

9.1. Main Rules, Regulations, Ordinances and Policies. For the Term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, the density and intensity of use, phasing, design, improvement

and construction standards and specifications applicable to the development of the Property, including the maximum height and size of proposed buildings, shall be the Applicable Laws, the Project Approvals, Conditions of Approval (Exhibit D), the Future Development Entitlements (if and when approved), Ministerial Approvals (if and when approved), any amendments to the foregoing approved by the City, and Project Plan Set dated February 15, 2024 (Exhibit C). Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations, or policies adopted by the City purport to be applicable to the Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the Parties mutually agree to amend or modify this Agreement.

9.2. Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Property of changes in City's laws, regulations, plans, or policies, the terms of which are specifically mandated and required by changes in state and federal laws or regulations as provided in Government Code Section 65869.5. This includes, but is not limited to, the California Building Code, California Fire Code, California Mechanical Code, California Plumbing Code, California Residential Code, California Green Building Standards Code, and California Energy Code all of which have also been adopted in the TOMC. In the event State or federal laws or regulations enacted after the Agreement Date prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans maps or permits approved by the City, this Agreement, or portions thereof, may be modified, extended, or suspended as may be necessary to comply with such State or federal laws or regulations or the regulations of such other governmental jurisdiction.

9.3. No City Liability for Federal or State Actions Affecting Project. To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including City, insofar as they are required by said federal or state agencies) have the effect of preventing, delaying, or modifying development of the Property, City shall not in any manner be liable for any such prevention, delay, or modification of said development or for costs incurred by Developer in complying with such actions. To the extent possible, in the event of any ambiguity, any such regulations shall be applied and construed so as to provide the Owner with the rights and assurances provided under this Agreement.

9.4. Development Impact Fees. All City Processing Fees and Development Fees to Owner for the Project shall be only those in existence as of the Agreement Effective Date and at the rates in effect on the Agreement Effective Date. Fees payable directly to, or collected by City for payment on behalf of, other public agencies, including but not limited to the State of California, County of Ventura, Ventura County Watershed Protection District, Calleguas Municipal Water District, Conejo Recreation and Park District ("CRPD"), and Conejo Valley Unified School District, are not

subject to the limitation set forth herein. Any fees, charges, taxes, assessments, or levies (including, but not limited to, those for water and wastewater usage, and landscape and lighting assessments) other than Processing Fees and Development Fees that are revised or adopted on a Citywide or regional or communitywide basis during the term of this Agreement shall apply to the Project, and if applicable, only at the rates in effect on the Agreement Effective Date. Owner shall be entitled to fee credits where Owner demonstrates credits should be applied. Notwithstanding the above, Owner and CRPD have reached an agreement for park fees, an option for deferral of such fees, and park dedication at the Property as well as requirements for the installation and maintenance of the park as contained in the Conditions of Approval (Exhibit D).

9.5. Health and Safety Exception. Nothing herein shall be construed to limit the authority of City to adopt and apply codes, ordinances and regulations which have the legal effect of protecting persons or property from conditions which create a serious and imminent health, safety, or physical risk. To the extent possible, any such codes, ordinances, and regulations shall be applied and construed so as to provide the Owner with the rights and assurances provided under this Agreement.

9.6. Uniform Codes Applicable. All project construction, grading, and building plans for the Project shall comply with the uniform codes, construction standards and specifications in effect at the time the construction and improvements plans are approved, including those standards and specifications set forth in the California Building Code, California Fire Code, California Mechanical Code, California Plumbing Code, California Residential Code, California Green Building Standards Code, and California Energy Code all of which have also been adopted in the TOMC.

9.7. Future Development Entitlements. City agrees to cooperate with Owner to facilitate the processing of and to expeditiously process all Future Development Entitlements and City shall exercise its discretion in a manner consistent with and in recognition of this Agreement, the Project Approvals, the Applicable Laws, and other approved documents associated with this Agreement. City and Owner shall meet to identify all necessary Future Development Entitlements and to develop a schedule processing them. City and Owner agree to cooperatively work together to ensure timely review and processing of the Future Development Entitlements.

10. Relationship of Parties. The contractual relationship between City and Owner is independent and under no circumstances shall Owner be considered an agent or partner of City.

11. Amendments and Cancellation of Agreement. This Agreement may be amended in whole or in part only in writing and only by the mutual consent of the Parties. Amendments shall be processed either as Major Amendments or Minor Amendments, as defined and set forth below in Subsections 11.1 and 11.2.

11.1. Major Amendments. Amendments to this Agreement which affect or relate to (a) the Term of this Agreement; (b) the permitted uses of the Property; (c) the provisions for the reservation or dedication of land; (d) an increase in the density of the Property or the maximum height or maximum gross square footage; (e) change to the amount of commercial or residential use; (f) additional modifications to the City’s objective design standards, or (g) changes to the community benefits affecting the total monetary contributions by Developer, shall be deemed a “Major Amendment” and shall require giving of notice and a public hearing before the Planning Commission and the City Council in accordance with Government Code Section 65868 and TOMC Section 9-11.14(a). Any amendment which is not a Major Amendment shall be deemed a Minor Amendment subject to Subsection 11.2 below. Consistent with Sections 11.1 and 11.2, the City Manager or his or her designee shall have the discretionary authority to determine if any amendment is a Major Amendment subject to this Section or a Minor Amendment subject to Subsection 11.2 below. Said determination may be appealed to the City Council.

11.2. Minor Amendments. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details of the development and performance of the Parties under this Agreement, Minor changes include any modification to the Project that is substantially consistent with the intent of the Project Approvals and does not involve any deviation from the Specific Plan No. 20 or Applicable Laws. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Subsection 11.1, they shall effectuate such clarifications, minor changes or minor adjustments through a written Minor Amendment approved in writing by Owner and the City Manager. Minor amendments authorized by this subsection are ministerial and may not constitute a discretionary action or “amendment” for the purposes of Government Code Sections 65867, 65867.5, and 65868. Unless otherwise required by law, no such Minor Amendment shall require prior notice or hearing.

12. Cancellation and Termination. This Agreement may be canceled, in whole or in part, by mutual consent of the Parties in the manner provided for in Government Code Section 65868 and TOMC Section 9-11.14. Any termination under Government Code Section 65865.1 or TOMC Section 9-11.14(b) shall be effective only if Owner is provided no less than thirty (30) days in which to cure any alleged noncompliance, provided that City shall not terminate this Agreement pursuant to Section 65865.1 or Section 9-11.14(b) if City determines that the nature of the noncompliance requires more than thirty (30) days to cure and that Owner is capable of effecting such cure, and within such thirty (30) days Owner commences such cure and thereafter diligently and with continuity prosecutes such cure to completion. Any termination of this Agreement

pursuant to Government Code Section 65865.1 or TOMC Section 9-11.14(b) shall be preceded by an opportunity for Owner to be heard before the City Council. This provision shall not limit City's or Owner's remedies as provided in this Agreement.

13. Enforcement. Unless canceled or terminated as provided herein, this Agreement is enforceable by City, Owner, or any successor in interest, notwithstanding any change in any applicable General or specific plan, zoning, or subdivision regulation adopted by City or otherwise imposed which alters or amends the rules, regulations or policies specified in this Agreement.

14. Periodic Review of Compliance with Agreement.

14.1. Periodic Review. City may review compliance with this Agreement every twelve (12) months from the date this Agreement is executed unless a shorter time is specified by the City Council. City shall notify Owner in writing of the date for review at least thirty (30) days prior thereto, and Owner shall provide such information as City may require so City may properly perform the review. The City shall conduct any such annual review to determine whether Developer is acting in good-faith compliance with the provisions of this Agreement in accordance with Section 65865.1 of the California Government Code. Developer shall reimburse the City for the cost of each annual review conducted during the term of this Agreement. Such cost reimbursement shall include all direct and indirect expenses actually incurred in such annual reviews, provided that such cost shall be generally consistent with the cost charged for annual reviews for other development agreements to which the City is a Party.

14.2. Good Faith Compliance. During each periodic review, Owner shall be required, in accordance with TOMC Section 9-11.13, to demonstrate by substantial evidence good faith compliance with the terms and conditions of this Agreement.

15. Events of Default.

15.1. Defaults by Owner. If City determines that Owner is in default under the terms and conditions of this Agreement, City shall, by written notice to Owner, specify the manner in which Owner is in default and state the steps Owner must take to comply. If, within thirty (30) days after the effective date of notice from City specifying the manner in which Owner has failed to so comply, Owner does not commence all steps reasonably necessary to comply as required and/or thereafter diligently and with continuity pursue such steps to cure the default, then Owner shall be deemed to be in default under the terms of this Agreement and City may seek to terminate this Agreement providing Owner an opportunity to be heard before the City Council in accordance with Government Code Section 65865.1 and TOMC Section 9-11.14(b), or seek other remedies as set forth in this Agreement.

15.2. Defaults by City. If Owner determines that City is in default under the terms and conditions of this Agreement, Owner shall, by written notice to City, specify the manner in which City is in default and state the steps City must take to comply. If, within thirty (30) days after the effective date of notice from Owner specifying the manner necessary to comply as required and/or thereafter diligently and with continuity pursue such steps to completion, then City shall be deemed to be in default under the terms of this Agreement and Owner may terminate this Agreement or seek other remedies as set forth in this Agreement.

15.3. Failure to Cure Default Procedures. If after the cure period has elapsed, the Director finds and determines that Owner remains in default, the Director shall make a report to the City Council and then set a public hearing in accordance with the notice and hearing requirements of Government Code Section 65867 and 65868. If, after public hearing, the City Council finds and determines, on the basis of substantial evidence that the Owner has not cured the applicable default pursuant to this Section, City Council may terminate the Agreement and seek all remedies permitted under law.

15.4. No Monetary Damages. It is acknowledged by the Parties that neither the City nor Owner would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. The Parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages that would adequately compensate Owner for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the Parties agree that each of the Parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that neither Party nor any Transferee shall be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. The Parties understand and agree, however, that nothing in this Section 15.4 shall prohibit, restrict, or otherwise affect the rights of a Party to seek monetary damages as a result of Owner's failure to pay to the City any required payments under this Agreement. In no event shall either Party be entitled to special, consequential, or punitive damages or damages measured by lost profits.

15.5. Commencement of Legal Action. In addition to any other rights or remedies, either Party may initiate legal action to cure, correct, or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages or any default, or to obtain any other remedies consistent with the purpose of this Agreement. Venue for such action shall be in Ventura County.

16. Waivers and Delay.

16.1. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a default by the other Party hereto, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future.

16.2. Third Parties. Non-performance shall not be excused because of a failure of a third person, except as provided in Subsection 16.4.

16.3. Covenant Not to Sue. Notwithstanding anything to the contrary in this Agreement, Developer hereby agrees that neither Developer nor any of its agents, employees, representatives, members, managers, officers, assigns, heirs and successors in interest shall commence, prosecute, assist, promote or encourage, financially or otherwise, either individually or in any collective way, either directly or indirectly, either on its own behalf or on behalf of any other person or entity, any arbitration, litigation or any other judicial proceeding of any kind, nature or description against or involving the City challenging that any applicable conditions, mitigation measures, obligations, requirements or restrictions contained in the Agreement violate any California statutory requirements, constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, constitute or result in a taking of property without payment of just compensation, or impose an unlawful fee, or exaction or tax. Nothing in this Section shall prevent Developer from exercising its rights under Section 15, above, with respect to a default by the City.

16.4. Force Majeure. The Parties shall not be deemed to be in default of any provision of this Agreement where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, pandemic, states of emergency, stay-at-home orders, strikes and other labor difficulties, or similar events and occurrences beyond the Parties' control. If any such events shall occur, the terms of this Agreement and the time for performance by a Party of any of its obligations hereunder shall be extended by the period of time that such events prevented performance of the obligation. To assist the Parties in determining the period of time for excusable delay, the Parties may refer to federal, State, and local orders, including health orders, adopted by any of the various agencies that directly impact this Project and the Parties' ability to either work on the Project or process permits.

16.5. Nexus/Reasonable Relationship Challenges. Notwithstanding Subsection 16.1, Owner consents to, and waives any rights it may have now or in the future to bring a nexus/reasonable relationship challenge relating to the legal validity of (1) the express conditions, requirements, policies, rules, regulations or programs required by City's Applicable Laws, including City's General Plan, TOMC, Subdivision Map Act

regulations, Specific Plan No. 20, Residential Planned Development rules and regulations, and Oak/Landmark Tree Preservation rules and regulations as they exist on the Agreement Date as to the Project; or (2) this Agreement, including without limitation, any claim that the Agreement constitutes an abuse of the police power, violates substantive due process, denies equal protection of the laws, constitutes or results in a taking of property without payment of just compensation, or imposes an unlawful fee, exaction, or tax.

16.6. Cooperation by Owner. Owner will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder, and cause Owner's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents, therefore. Owner shall also apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of the Project.

17. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and email. Notices required to be given to City shall be addressed as follows:

City of Thousand Oaks
2100 E. Thousand Oaks Boulevard
Thousand Oaks, California 91362
Attention: Community Development Director
Email: kparker@toaks.org

Notices required to be given to Owner shall be addressed as follows:

Cherry Tree Development LLC
Newport Center Drive, Suite 210
Newport Beach, CA 92660
Attention: Tim Stanley
Telephone: (408) 981-8065
Email: tstanley@cherrytreecp.com

With a copy to:
Ryan Leaderman
Holland and Knight LLP
400 S. Hope Street, 8th Fl.
Los Angeles, CA 90071
Email: ryan.leaderman@hklaw.com

Formal written notices, demands, correspondence and communications between City and Owner shall be sufficiently given if dispatched by certified mail, postage prepaid, to the principal office of City and Owner, as set forth in this Section. Owner shall give written notice to City, at least thirty (30) days prior to the close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the acreage and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given, and any other information reasonably necessary for City to consider approval of an assignment pursuant to Section 19 or any other action City is required to take under this Agreement.

Any notice given as required, herein, shall be deemed given a seventy-two (72) hour notification after deposit in the United States mail, if sent by mail, or upon delivery if personally delivered. A Party may change its address for notices by giving notice in writing to the other Party as required, herein, and thereafter notices shall be addressed and transmitted to the new address.

18. Cooperation in the Event of Legal Challenge.

18.1. Challenges to Agreement. In the event of any legal action instituted by a third party, including but not limited to any other governmental entity or official, challenging the validity of any provision of this Agreement, City and Owner hereby agree to use reasonable efforts to cooperate in defending such action. Each Party shall bear their own costs and attorneys' fees in defending any such third-party challenge to the Agreement, except that the Parties may by mutual written consent agree to joint legal representation in any such suit, the cost of which shall be equally shared between City and Owner. In the event of any litigation challenging this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

18.2. Challenges to Entitlements. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person or entity not a party to the Agreement challenging any entitlement issued in reliance upon City approvals or challenging the sufficiency of any environmental review of this Project (each an "Entitlement Challenge"), each Party must cooperate in the defense of such Entitlement Challenge, in accordance with this Section. Owner agrees to pay City's costs of defending an Entitlement Challenge, including all court costs and reasonable attorney's fees incurred by City in defense of any Entitlement Challenge, as well as the reasonable time of the City's staff spent in connection with such defense, and any reasonable costs and reasonable attorneys' fees awarded against the City to a successful third party. Owner may select its own legal counsel to represent Owner's interests in any Entitlement Challenge at Owner's sole cost and expense. City agrees that it will not enter into a settlement agreement to any Entitlement Challenge without Owner's written consent.

Owner's obligation to pay City's costs in the defense of an Entitlement Challenge does not extend to those costs incurred on appeal filed by City as against a successful third party unless otherwise authorized by Owner in writing.

18.3. City's Right to Independent Legal Evaluation. Nothing in this Section shall be construed as preventing City from independently evaluating its rights, obligations and causes of action in the event of litigation.

19. Transfers and Assigns.

19.1. Transfers in General. Owner shall have the right to sell, assign or transfer (collectively "transfer") this Agreement, and any and all of its rights, duties and obligations hereunder, to any person or entity at any time during the term of this Agreement, provided, however, in no event shall the rights, duties and obligations conferred upon Owner pursuant to this Agreement be at any time so transferred to or assigned except through a transfer of Owner's interest in the Property or a portion thereof.

19.2. City Review of Proposed Transfer. Prior to any such proposed transfer, Owner shall provide a Notice of Transfer to City, including the name, net worth, and development experience of the transferee. Any such transfer to an entity whose development experience confirms the transferee's ability to develop a project comparable in size and complexity to the Project shall be approved by the Community Development Director. Unless agreed to in writing, if Owner transfers the rights under the Agreement before the Project is completely constructed, the subsequent Owner will be required to build or complete the construction of the Project based on the architectural plans approved by City and under the same entitlement conditions previously approved, subject to any changes proposed consistent with subsections 11.1 and 11.2 above. The Director may require the submittal of reasonable documentation regarding the information provided relative to the proposed transferee. Any proposed transferee shall provide City all documents within fifteen (15) days from receipt of the Director's request that support a finding transferee has the requisite experience and the financial stability to develop the Project or respective portion thereof. The Community Development Director may withhold approval of such transfer only if the proposed transferee fails to provide requested documents to the Director in the time set forth above, the Director determines with reasonable discretion that the transfer would be to an entity that has not had experience developing projects of comparable size and complexity to the Project, or the entity does not have sufficient net worth and financial fitness to carry out the Project, provided that the Community Development Director's approval shall not be unreasonably withheld. City shall notify Owner in writing of the Community Development Director's approval or disapproval of the transferee within thirty (30) days of City's receipt of Owner's Notice of Transfer and all supporting information requested by the Director regarding the proposed transferee. Failure by City to notify Owner within such thirty (30) day period shall

constitute the Community Development Director's approval of such transferee. Owner shall have the right to appeal the determination of the Community Development Director to the City Council within ten days of the Director's determination.

19.3. Transfer to Lender. Nothing contained in this Section 19 shall prevent a transfer of the Property, or any portion thereof, to an institutional lender as a result of a foreclosure or deed in lieu of foreclosure and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Owner under this Agreement; provided, however, that, in no event shall such lender be liable for any defaults or monetary obligations of Owner arising prior to acquisition of title to the Property by such lender.

19.4. Conditions of Transfer. The sale, transfer or assignment of Owner's rights and interests under this Agreement, and full release, may be permitted only if (a) Owner is not then in default under this Agreement; (b) Owner has provided to City notice of such transfer; and (c) the transferee executes and delivers to City a written agreement in which (1) the name and address of the transferee is set forth; and (2) the transferee expressly and unconditionally assumes all the obligations of Owner under this Agreement with respect to the Property and Project or with respect to the portion of the Property and Project that is being transferred.

19.5. Exceptions to Obtaining City Consent. Notwithstanding Subsection 19.4, mortgages, deeds of trust, sales and leasebacks or any other form of conveyance required for any reasonable method of financing are permitted without consent, but only for the purpose of securing loans of funds to be used for financing or refinancing the development and construction of improvements related to the Project and other necessary and related expenses. The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit, or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses, and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

19.6. Reorganization of Owner's Business Structure Exception. Nothing in this Section shall be deemed to constitute or require City consent to an assignment that consists solely of a reorganization of the Developer's business structure, such as (i) any sale pledge, assignment or other transfer of all or a portion of the Project Site to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership,

that does not affect or change beneficial ownership of the Project Site; provided, however, in such event, Developer shall provide to City written notice, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such reorganization or City's request for back up information, as applicable.

20. No Third-Party Beneficiaries. This Agreement is for the exclusive benefit of Owner and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Owner's or City's obligations under this Agreement.

21. Severability. If any terms, provisions, conditions or covenants in this Agreement, or the application thereof to any Party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. Venue shall be in Ventura County. This Section shall survive the termination of this Agreement.

23. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

24. Rules of Construction and Miscellaneous Terms.

24.1. General/Mandatory/Permissive. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

24.2. Time of Essence. Time is of the essence regarding each provision of this Agreement of which time is an element.

24.3. Cooperation. Each Party covenants to take such reasonable actions and execute all documents that may be necessary to achieve the purposes and objectives of this Agreement, provided City shall not be obligated to institute a lawsuit or other court proceeding in this connection.

24.4. Covenant of Good Faith and Fair Dealing. Neither Party shall do anything which shall have the effect of harming or injuring the right of the Party to receive the benefits of this Agreement; each Party shall refrain from doing anything which should render its performance under this Agreement impossible; and each Party shall do everything which this Agreement contemplates that such Party shall do in order to accomplish the objectives and purposes of this Agreement.

24.5. Estoppel Certificates. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and extent of any such defaults. The requesting Party may designate a reasonable form of certificate (including a lender's form) and the Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within fifteen (15) days following the receipt thereof. The City Manager, or his or her designee, shall be authorized to execute any certificate requested by Developer hereunder. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, lenders, partners, bond counsel, underwriters, and other mortgagees. The request shall clearly indicate that failure of the receiving Party to respond within the fifteen (15) day period will lead to a second and final request and failure to respond to the second and final request within five (5) days of receipt thereof shall be deemed approval of the estoppel certificate. Failure of City or Developer to execute an estoppel certificate shall not be deemed a default.

24.6. Project Is Owner's Undertaking. The development proposed to be undertaken by Owner is a private development, and Owner may exercise full dominion and control over the Project subject only to the limitations and obligations of Owner contained in this Agreement and the Project Approvals.

24.7. Entire Agreement. This Agreement and any exhibits hereto or any amendments and addenda that may be executed in accordance with Section 11 herein contains the entire agreement between the Parties and any agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto not expressly set forth in this Agreement shall be null and void.

24.8. Recitals. The Recitals set forth in this Agreement are specifically incorporated into and made a part of this Agreement.

25. Binding Effect of Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement. The Property and Owner are subject to each term, condition, and covenant of this Agreement.

26. Equitable Servitudes and Covenants Running with the Land. Any successors in interest to City and Developer shall be subject to the provisions set forth in Sections 65865.4 and 65868.5 of the California Government Code. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 19, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the developer in writing pursuant to Section 19. In any event, no owner or tenant of an individual completed residential unit within Project shall have any rights under this Agreement.

27. Attorneys' Fees. In the event of any action between the City and Owner for enforcement or interpretation of any of the terms or conditions of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction. This Section shall survive the termination of this Agreement.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement, not counting the signature page, consists of 31 pages and 7 Exhibits.

29. Hold Harmless Agreement

29.1. Duty to Hold Harmless, Defend and Indemnify. Excepting as to the extent any loss, property damage or injury arose from the City's or the City's officers', agents', employees', or contractors' breach of this Agreement, or their acts of negligence or willful misconduct, as determined by a court of competent jurisdiction, Developer hereby agrees to defend, indemnify, and hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage arising from this Agreement or alleged to have been caused by Developer or Developer's contractors, subcontractors, agents or employees operations under this Agreement, whether such operations be by Developer, or by any of Developer's

contractors, subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer further agrees to defend, indemnify, and hold harmless the City and its officers and employees, from any third-party claim, action or proceeding against the City or its officers or employees to set aside, void, or annul, all or any part of this Agreement or any Project Approval.

In the event any claim, action, or proceeding is instituted against City, and/or its officers, agents, and employees, by any third party on account of the processing, approval, or implementation of the Project Approvals and/or this Agreement, then the Parties shall comply with Section 18. As an alternative to defending any such action, Developer may request that the City rescind any approved land use entitlement. The City will promptly notify Developer of any known claims, actions, or similar proceedings, and will cooperate fully in the defense thereof.

29.2. Prevailing Wages. Without limiting the foregoing, Owner acknowledges the requirements of California Labor Code §1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects, as defined. If on-site or off-site improvements pursuant to this Agreement are being performed by Developer as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation under the contract in question is \$1,000 or more, Developer agrees to fully comply with such Prevailing Wage Laws. Developer understands and agrees that it is Developer's obligation to determine if Prevailing Wages apply to work done on the Project or any portion of the Project. Upon Developer's request, the City shall provide a copy of the then current prevailing rates of per diem wages. Developer shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure by Developer to comply with the Prevailing Wage Laws associated with any "public works" or "maintenance" projects associated with Project development.

30. Recordation. This Agreement and any amendment or cancellation hereof shall be recorded in the Official Records of Ventura County by the Clerk of City within ten (10) days after the Agreement Effective Date and within ten (10) days after any amendment or cancellation hereof. Failure to timely record the Agreement shall not constitute a default or invalidate the Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto and made effective as of the Effective Date set forth hereinabove.

CITY OF THOUSAND OAKS,
A Municipal Corporation

By: _____
Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVE AS TO FORM

Patrick J. Hehir, Chief Assistant City Attorney

CHERRY TREE DEVELOPMENT LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the City of Thousand Oaks, County of Ventura, State of California, and is described as follows:

LOT 4, BLOCK 36 AND A PORTION OF PARCEL "TEJUNGA" GREENWICH VILLAGE NO. 2, AS PER MAP RECORDED IN **BOOK 13, PAGES 14 TO 16**, OR MISCELLANEOUS RECORDS AND A PORTION OF PARCEL A, RE-SUBDIVISION OF A PORTION OF GREENWICH VILLAGE NO. 2, AS PER MAP RECORDED IN **BOOK 12, PAGES 94 AND 95** OF MAPS, AND A PORTION OF LOT 4, TRACT NO. 1686, IN THE CITY OF THOUSAND OAKS, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN **BOOK 47, PAGES 46 AND 47** OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 4, TRACT NO. 1686, SAID POINT ALSO LYING ON THE SOUTHERN RIGHT OF WAY OF LOMBARD STREET, (60.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 1686; THENCE ALONG THE BOUNDARY LINE OF SAID LOT 4 THE FOLLOWING SEVEN COURSES:

1ST: NORTH 89°43'25" WEST 24.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 50.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 00°16'35" EAST; THENCE ALONG SAID CURVE,

2ND: EASTERLY THROUGH A CENTRAL ANGLE OF 21°24'12" AN ARC DISTANCE OF 18.68 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 21°40'47" WEST; THENCE ALONG SAID CURVE,

3RD: EASTERLY, NORTHEASTERLY AND NORTHERLY THROUGH A CENTRAL ANGLE OF 132°48'24" AN ARC DISTANCE OF 220.20 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 50 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 68°52'23"; THENCE ALONG SAID CURVE,

4TH: NORTHERLY THROUGH A CENTRAL ANGLE OF 21°24'12" AN ARC DISTANCE OF 18.68 FEET; THENCE,

5TH: NORTH 00°16'35" EAST 123.19 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25 FEET TO WHICH A RADIAL LINE BEARS NORTH 89°43'25" WEST; THENCE ALONG SAID CURVE,

6TH: NORTHERLY, NORTHEASTERLY AND EASTERLY THROUGH A CENTRAL ANGLE OF 97°35'16" AN ARC DISTANCE OF 42.58 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY OF THOUSAND OAKS BOULEVARD (100 FEET WIDE), BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1550.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 7°51'51" WEST; THENCE ALONG SAID CURVE, AND ALONG THE SOUTH RIGHT OF WAY OF THOUSAND OAKS BOULEVARD,

SMRH:4869-8862-8536.7

7TH: EASTERLY THROUGH A CENTRAL ANGLE OF 17°24'13" AN ARC DISTANCE OF 470.81 FEET TO THE NORTHEAST CORNER OF LOT 4 OF GREENWICH VILLAGE NO. 2; THENCE ALONG THE BOUNDARY LINE OF SAID LOT 4 THE FOLLOWING TWO COURSES,

8TH: SOUTH 12°24'43" EAST 192.41 FEET; THENCE,

9TH: SOUTH 68°34'00" WEST 34.33 FEET TO THE EASTERLY LINE OF SAID PARCEL A; THENCE ALONG SAID EASTERLY LINE,

10TH: SOUTH 10°48'58" EAST 354.06 FEET TO THE NORTHERLY RIGHT OF WAY OF THE ROUTE 101 FREEWAY AS SHOWN ON THE STATE OF CALIFORNIA BUSINESS AND TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION INTERCHANGE R/W MAP NO. F1597-5, DATED NOVEMBER 29, 1973; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID ROUTE 101 FREEWAY THE FOLLOWING THREE COURSES,

11TH: NORTH 87°02'10" WEST 72.08 FEET; THENCE,

12TH: NORTH 74° 13' 11" WEST 147.14 FEET; THENCE,

13TH: NORTH 81° 26' 06" WEST 442.26 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF LOT 4 OF TRACT NO. 1686; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY LINE,

14TH: NORTH 32° 28' 19" WEST 162.66 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF SAID LAND LYING WITHIN A STRIP OF LAND, 100 FEET WIDE, AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED NOVEMBER 30, 1936 AS DOCUMENT NO. 9032, IN **BOOK 507, PAGE 89**, OF OFFICIAL RECORDS.

THIS LEGAL DESCRIPTION IS PURSUANT TO NOTICE OF MERGER RECORDED DECEMBER 23, 1998 AS INSTRUMENT NO. **98-229893** AND **98-229894**, BOTH OF OFFICIAL RECORDS.

EXCEPT FROM A PORTION OF SAID LAND ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OR THE UPPER 500 FEET THEREOF, AS RESERVED BY DEED RECORDED APRIL 15, 1975 IN **BOOK 4391, PAGE 674** OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 669-0-201-105 (Affects a portion of said land)

669-0-201-050 (Affects a portion of said land)

669-0-201-040 (Affects a portion of said land)

669-0-201-030 (Affects a portion of said land)

525-0-012-230 (Affects a portion of said land)

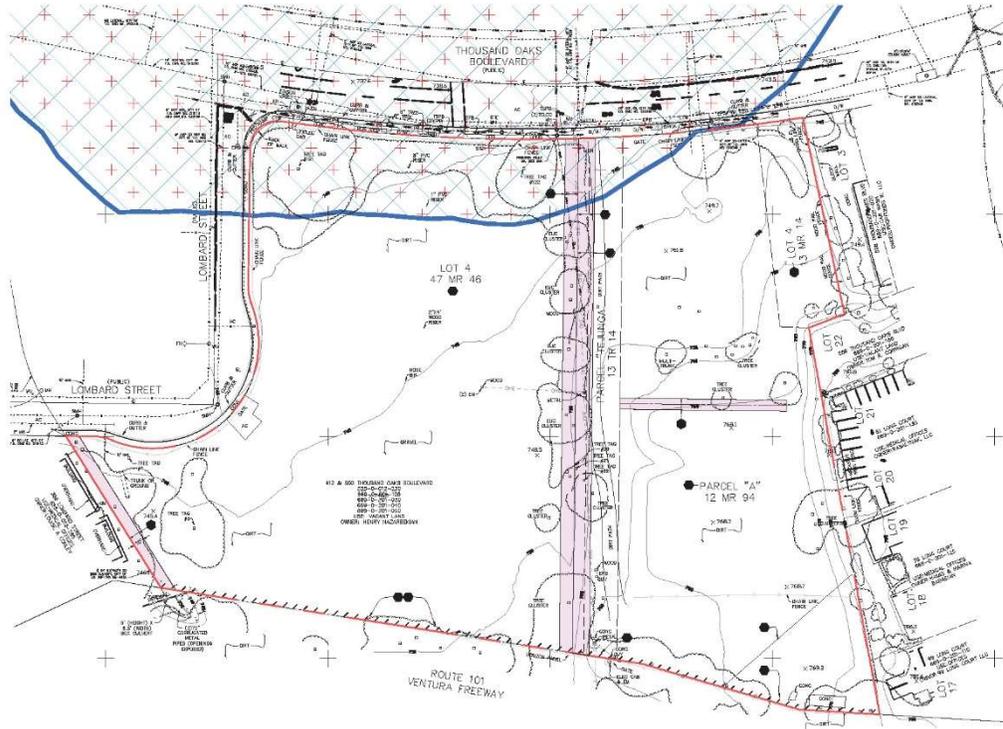
SMRH:4869-8862-8536.7

EXHIBIT B

SITE PLAN







SITE SUMMARY
 GROSS AREA 265,280 SF (6.09 AC)

CALLOUT LEGEND
 100 YEAR FLOOD PLAIN
 EXISTING EASEMENTS



Architecture + Planning
 888-651-5549
 ktgy.com

Cherry Tree Capital Partners
 130 Newport Center Dr. Ste 210
 Newport Beach, CA 92660

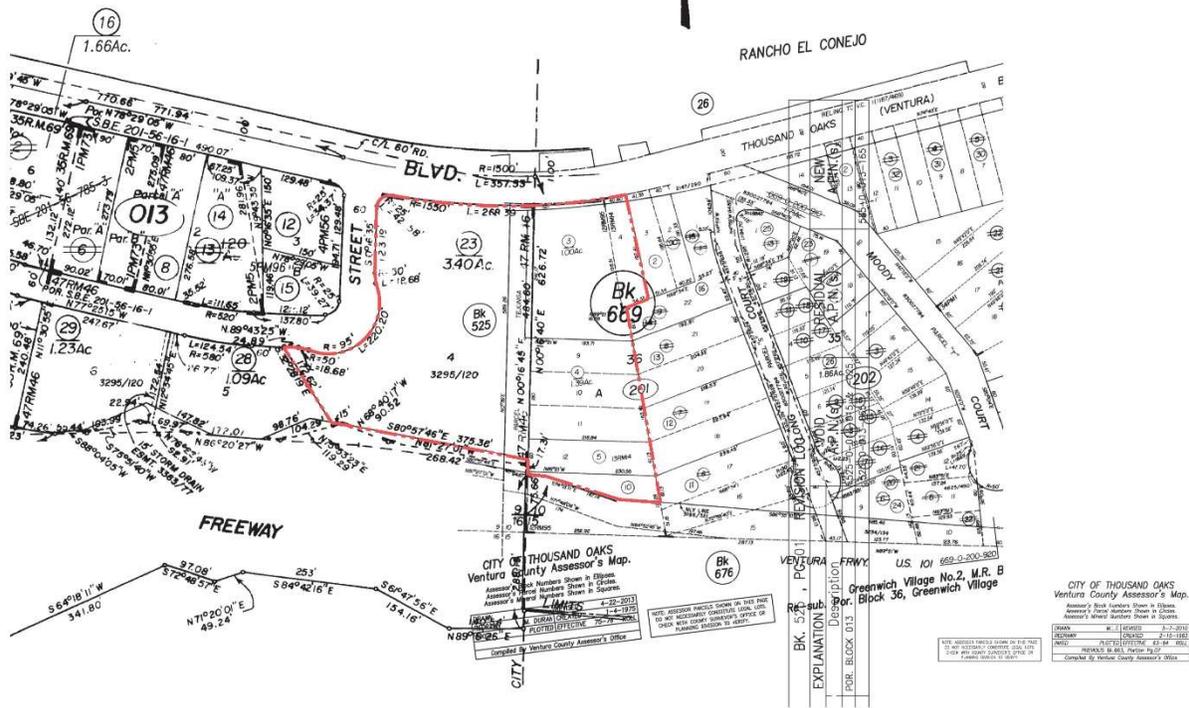
500 Thousand Oaks Blvd
 THOUSAND OAKS, CA 91320-0903

FORMAL RESUBMITTAL
 FEBRUARY 16, 2023



SITE SURVEY

A0-2



Architecture + Planning
351 55509
March

City of Thousand Oaks
151 Parkside Drive, Suite 200
Thousand Oaks, CA 91320

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
4/23/2025, 2:01



ASSESSOR'S PARCEL MAP

A0-3

500 TO Blvd Gross Floor Area Summary

MIXED USE BUILDING A - GROSS FLOOR AREA (SF)	
Commercial	1,500
Parking Structure	0
Residential (Net Area)	44,254
Common (Lobbies, Amenities, Circulation)	11,091
Total	56,845

MIXED USE BUILDING A - PARKING	
Residential Garage Stalls	0
Surplus / Guest Garage Stalls	0
Commercial/Restaurant Garage Spaces	0
Total	0

* BUILDING A RESIDENTIAL PARKING STALLS LOCATED AT BUILDING C GARAGE.

MIXED USE BUILDING B - GROSS FLOOR AREA (SF)	
Commercial	7,000
Parking Structure	92,915
Residential (Net Area)	142,322
Common Areas (Lobby, Amenity, Circulation)	41,135
Total	283,372

MIXED USE BUILDING B - PARKING	
Residential Garage Stalls	142
Surplus / Guest Garage Stalls	0
Commercial/Restaurant Garage Spaces	32
Total	179

RESIDENTIAL BUILDING C - GROSS FLOOR AREA (SF)	
Commercial	0
Parking Structure	120,725
Residential (Net Area)	114,675
Common Areas (Lobby, Amenity, Circulation)	34,016
Total	269,416

RESIDENTIAL BUILDING C - PARKING	
Residential Garage Stalls	261
Surplus / Guest Garage Stalls	19
Commercial/Restaurant Garage Spaces	0
Total	280

SURFACE PARKING	
Commercial Surface Spaces	16
Total	16

TOTAL MIXED USE BLDGS COMBINED - GFA (SF)	
Commercial	8,500
Parking Structure	213,640
Residential (Net Area)	301,251
Common (Lobbies, Amenities, Circulation)	86,242
Total	609,633

TOTAL BUILDINGS COMBINED - PARKING	
Residential Garage Stalls	408
Surplus / Guest Garage Stalls	19
Commercial/Restaurant Garage Spaces	32
Commercial Surface Spaces	16
Total	475



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Cherry Tree Capital Partners
100 N. Lincoln Street, Suite 100
Cherry Tree, CO 80015

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
10/24/2023 - 11/1/2023



PROJECT DATA SUMMARY
CDD 2023-70011-02

A0-4

OVERALL DENSITY AND ZONING SUMMARY	
PROJECT NAME	500 Thousand Oaks Blvd
PROJECT LOCATION	IRVINGLAND, CALIF. CA
TOTAL AREA	25.2 ACRES
2-BED UNITS	4,800
COMMERCIAL SP PROVIDED	280 SPACES
LIQUOR SP PROVIDED	4,000
DENSITY BENCHMARK	180 UNITS
BASE DENSITY ALLOWED	200 UNITS
LIQUOR BENCHMARK	51
DENSITY BONUS RECD	50% (up to 200 units)
GENERAL PLAN	SP-30
ZONING	SP-30
PLANNING SPECIFIC PLAN OR REGULATIONS	SP-30
FRONT SETBACK	5 FT
REAR SETBACK	5 FT
MAX HEIGHT	35 FT
OVERLAP	50.00 SF
PARKING SPACE	100.00 SF
OVERLAP	100.00 SF

PROJECT SUMMARY	
OVERALL UNIT TOTALS	2 UNITS 0.7%
2-BED UNITS	12 UNITS 0.7%
1-BED	150 UNITS 9.7%
2-BED	153 UNITS 9.8%
3-BED	4 UNITS 0.3%
TOTAL	318 UNITS 2.0%
AVERAGE UNIT	18.9 SF
BUILDING AREAS SUMMARY	
OVERALL AREA TOTAL	509,833 SF
GROSS SF	509,833 SF
NET TENSILE SF	105,551 SF
LOBBY, LEASING, AND AMENITY SF	11,773 SF
NON-RESIDENTIAL AREAS	5,300 SF
COMMERCIAL RESTAURANT SF	8,200 SF
2-BED (CALWORK) UNITS	4,660 SF
SUMMARY OPEN SPACE	485 SF
COURTYARDS	25,425 SF

PARKING REQUIRED	
MINIMUM REQUIRED	12 SPACES
REQUIRED (PER 54.202)	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES
MINIMUM REQUIRED PARKING PROVIDED	
MINIMUM REQUIRED	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES

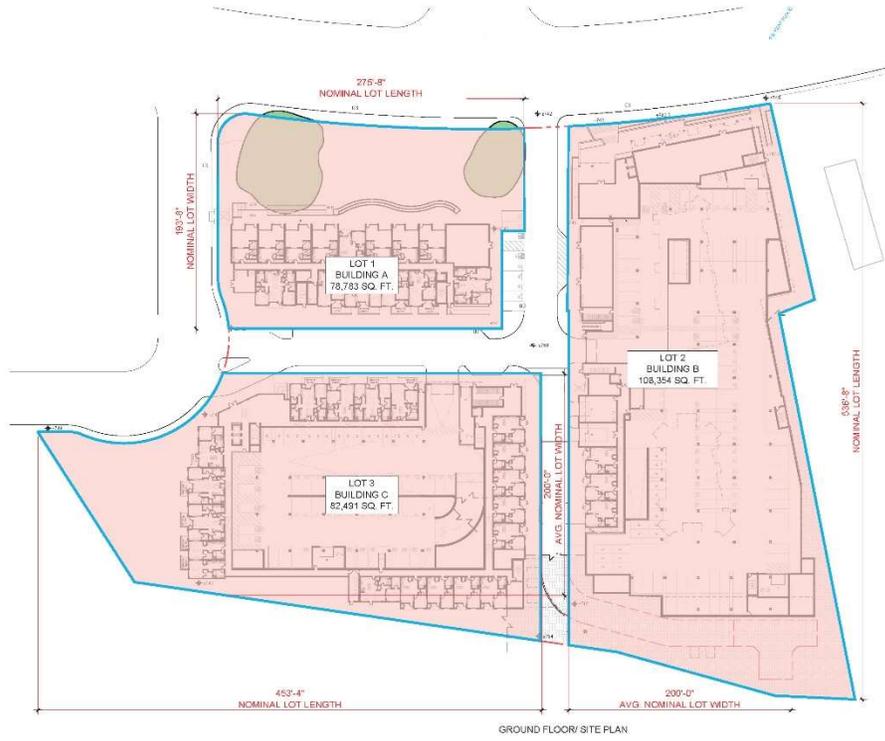
PARKING PROVIDED	
MINIMUM REQUIRED	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES

UNIT SUMMARY	
MINIMUM REQUIRED	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES

TOTAL DEVELOPMENT PARKING PROVIDED	
MINIMUM REQUIRED	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES

AFFORDABLE UNIT MIX BREAKDOWN	
MINIMUM REQUIRED	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES

TOTAL DEVELOPMENT PRIVATE OPEN SPACES	
MINIMUM REQUIRED	12 SPACES
PROVIDED	280 SPACES
OVERALL	280 SPACES
TOTAL	280 SPACES



GROUND FLOOR/ SITE PLAN



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1531 Avenue of the Stars, Suite 210
Westborough, MA 01581

500 Thousand Oaks Blvd
Cherry Tree Project - 1/13/23

FORMAL RESUBMITTAL
1/13/23



NOMINAL LOTS DIAGRAM

A0-6



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Cherry Tree Capital Partners
1000 Woodloch Forest Dr., 2nd Floor
Newport Beach, CA 92660

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320-1014

FORMAL RESUBMITTAL
4-14-2023 TO 5-2-2023



COURTYARD CALC. EXHIBIT

A0-7



OVERALL SITE COVERAGE

SITE AREA: 8.09 ACRES (1,265,280 SF)

STRUCTURED COVERAGE

PROVIDED
STRUCTURED COVERAGE= 144,804 SF
(54.5% OF SITE AREA)

PAVED AREA

PROVIDED
PERVIOUS PAVED AREA= 3,905 SF
IMPERVIOUS PAVED AREA= 17,750 SF
TOTAL PAVED AREA= 21,555 SF
(8.1% OF SITE AREA)

SYMBOLS

- 1. STRUCTURED COVERAGE
- 2. PERVIOUS AREA
- 3. IMPERVIOUS AREA
- 4. OPEN SPACE

101 Freeway

GROUND FLOOR SITE PLAN



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333-252-5119
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City of Thousand Oaks
150 National Center Dr., Suite 200
Thousand Oaks, CA 91320

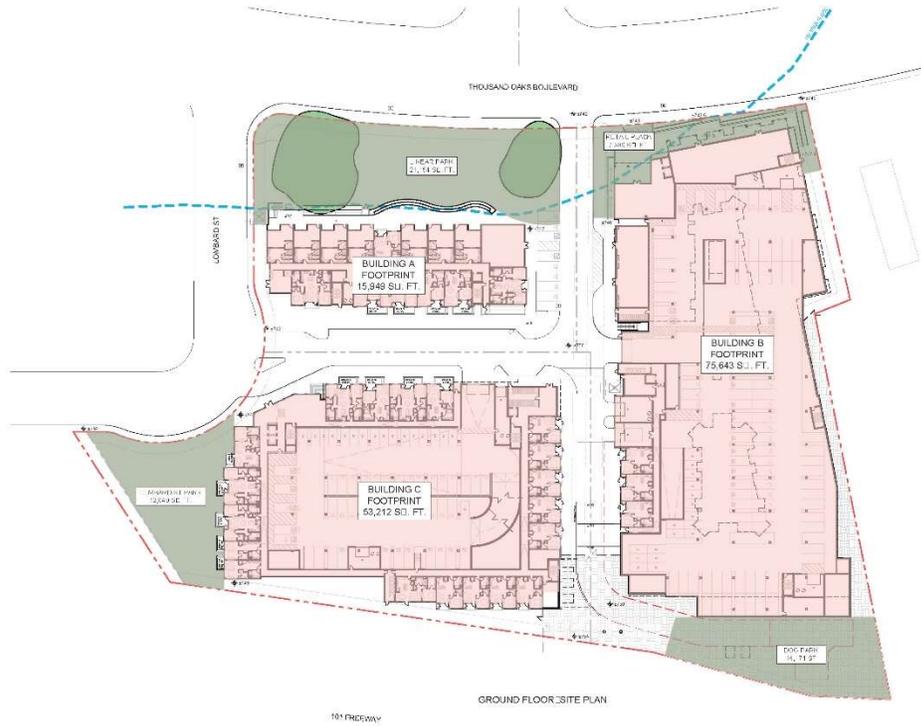
500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
DATE: 07/15/2023



SITE COVERAGE

A0-8



OVERALL OPEN SPACE
SITE AREA: 8.09 ACRES (1,265,280 SF)

PROVIDED	
PUBLIC EXTERIOR OS:	64,763 SF
RESIDENT PRIVATE OS:	26,219 SF
RESIDENT OUTDOOR COMMON OS:	26,203 SF
RESIDENT INTERIOR COMMON OS:	11,773 SF
TOTAL PROVIDED*	118,958 SF
	(44.8% OF SITE AREA)

PUBLIC EXTERIOR OPEN SPACE

TOTAL REQUIRED (3% OF BLDG FOOTPRINT)	
BLDG FOOTPRINT:	144,804 SF
REQUIRED PUBLIC OPEN SPACE:	4,344 SF
TOTAL PROVIDED	21,154 SF
T.O. LINEAR PARK:	7,389 SF
RETAIL PLAZA:	12,049 SF
LOMBARD ST PARK:	14,173 SF
DOG PARK:	64,763 SF
	(37.8% OF BLDG FOOTPRINT)

COLOR LEGEND

- 1. PUBLIC EXTERIOR OPEN SPACE
- 2. BUILDING FOOTPRINT



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351-5520-9
KAT@KTGY.COM

Client: Cherry Tree Capital Partners
151 Parkway Drive, Suite 200
Essex, Virginia 22121

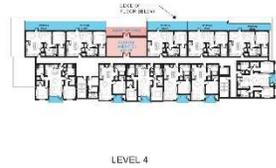
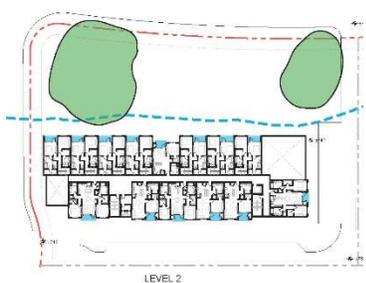
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Thousand Oaks, CA 91320

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DATE: 07/15/2023



OPEN SPACE CALCULATIONS
KAT@KTGY.COM

A0-9



BUILDING A BALCONY LOCATION

- 1 PRIVATE OPEN SPACE (BALCONIES/ PATIOS) +/- 0 0%
- 2 PRIVATE OPEN SPACE (BALCONIES/ PATIOS) +/- 43 100%



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688 9th Street
San Diego, CA 92101

Cherry Tree Capital Partners
1531 Avenue of the Stars, Suite 210
Newport Beach, CA 92660

500 Thousand Oaks Blvd
Newport Beach, CA 92660

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DATE: 07/15/2023

OPEN SPACE CALCULATIONS
DATE: 07/15/2023

A0-10

BUILDING A			
UNIT TYPE	COUNT	BALCONY SF	TOTAL SF
STUDIO	1	0 SF	0 SF
1-BEDROOM			
P1-1	2	57 SF	114 SF
P1-2	12	66 SF	792 SF
P1-3	1	0 SF	0 SF
P1-4	1	0 SF	0 SF
P1-5	1	300 SF	300 SF
2-BEDROOM			
P2-1	8	55 SF	440 SF
P2-2	8	80 SF	640 SF
P2-3	1	57 SF	57 SF
P2-4	1	0 SF	0 SF
P2-5TH	4	107 SF	428 SF
P2-6LW	3	107 SF	321 SF
P2-7	3	107 SF	321 SF
TOTAL BLDG A	43		4,340 SF

INTERIOR COMMON OPEN SPACE	
LOCATION	AREA
BUILDING A	
LEVEL 1	588 SF
LEVEL 4	68 SF

EXTERIOR COMMON OPEN SPACE PROVIDED	
LOCATION	AREA
BUILDING A	
LEVEL 4 ROOF DECK	288 SF

NOMINAL LOT 1 AREA: 78,783 SF

- COLOR LEGEND**
- 1. INTERIOR RESIDENT COMMON OPEN SPACE
 - 2. EXTERIOR RESIDENT COMMON OPEN SPACE
 - 3. EXTERIOR PUBLICLY ACCESSIBLE OPEN SPACE
 - 4. PRIVATE OPEN SPACE - BALCONIES OR PATIOS FROM COMMON OR FROM COURTYARD OR STREET
 - 5. PRIVATE OPEN SPACE - BALCONIES OR PATIOS FROM COMMON OR FROM COURTYARD OR STREET



BUILDING B			
UNIT TYPE	COUNT	BALCONY SF	TOTAL SF
STUDIO			
	5	17 SF	85 SF
1-BEDROOM			
P1.1	9	57 SF	513 SF
P1.2	39	42 SF	1,638 SF
P1.3	14	66 SF	924 SF
P1.5	3	40 SF	120 SF
P1.6	6	60 SF	360 SF
P1.7	4	38 SF	152 SF
P1.8	3	66 SF	198 SF
	7	11 SF	77 SF
2-BEDROOM			
P2.1	14	54 SF	756 SF
P2.2	44	63 SF	2,772 SF
P2.3	8	57 SF	456 SF
P2.4	6	53 SF	318 SF
P2.5	3	34 SF	102 SF
P2.7	5	60 SF	300 SF
P2.8	1	60 SF	60 SF
	354		11,261 SF

EXTERIOR COMMON OPEN SPACE PROVIDED	
LOCATION	AREA
BUILDING B	
LEVEL 2 COURTYARD	8,163 SF
LEVEL 3 COURTYARD	5,185 SF
LEVEL 4 ROOF DECK	600 SF
TOTAL BUILDING B	14,948 SF
INTERIOR COMMON OPEN SPACE	
BUILDING B	
LEVEL 1	2,047 SF
LEVEL 2	2,889 SF
LEVEL 3	1,000 SF
LEVEL 4	567 SF
TOTAL BUILDING B	6,503 SF

NOMINAL LOT 2 AREA: 108,354 SF

COLOR LEGEND	
1	INTERIOR RESIDENT COMMON OPEN SPACE
2	EXTERIOR RESIDENT COMMON OPEN SPACE
3	EXTERIOR PUBLICLY ACCESSIBLE OPEN SPACE
4	PRIVATE OPEN SPACE - 445,620 SF HARVEST BASE FRONT COURTYARD, INTERIOR COURTYARD, ROOF DECK
5	PRIVATE OPEN SPACE - 445,620 SF HARVEST BASE FRONT COURTYARD, INTERIOR COURTYARD, ROOF DECK

BUILDING B BALCONY LOCATION

1	PRIVATE OPEN SPACE (BALCONIES/ PATIOS) +/-	59	41%
3327 FARMSTEAD BLVD, 3300 WOODLARK ST, 3300 WOODLARK ST, 3300 WOODLARK ST			
2	PRIVATE OPEN SPACE (BALCONIES/ PATIOS) +/-	64	59%
7400 WOODLARK ST, 7400 WOODLARK ST, 7400 WOODLARK ST, 7400 WOODLARK ST			





PROJECT SUMMARY

ADDRESS
500 THOUSAND OAKS BLVD
THOUSAND OAKS, CA

ZONING
CURRENT: SP-20

AREA
PARCEL: 6.09 AC (265,280 SF)

BASE DENSITY (30 DU/AC): 183 UNITS
UNLIMITED UNITS*: 53 UNITS
50% DENSITY BONUS: 82 UNITS
TOTAL UNITS: 328 UNITS

*NOTE: PROJECT IS IN 2023 SUBJECT TO NEW UNLIMITED UNITS
COVERED BY THE DENSITY BONUS

PROPOSED USE: MIXED-USE (BUILDING A&B)
STACKED DWELLING (BUILDING C)

CONSTRUCTION TYPES
TYPE V.A OVER TYPE I.A.

TALLEST BUILDING HEIGHT
BUILDING A: 4 STORIES (47'-0")
BUILDING B: 3 TO 5 STORIES (37'-6")
BUILDING C: 3 TO 5 STORIES (42'-0")

*NOTE: UNITS ARE ALL LINKED TO THE ALLOWED MAX. FLOOR HEIGHT
OFFICE TO 25' MAX AND 14' MAX FOR OFFICE/RETAIL

FIRE SPRINKLERS
NFPA 13

FIRE LANE
24' - 30' WIDE

SYMBOLS

● 250' HOSE PULL RADIUS & TRAVEL
DISTANCE AS NOTED.

■ 2-HR FIRE RESISTIVE STAIR WITH
ROOF ACCESS

■ ACCESS STAIR TO PODIUM

■ EMERGENCY VEHICLE ACCESS*

*NOTE: PROJECT PROVIDES TO HAVE AREAS OF "FORMAL APPEALS" IS
NOT APPLICABLE TO THIS PROJECT. THE DENSITY BONUS IS SUBJECT TO THE DENSITY BONUS
OFFICE WITHIN 24' TO 25' MAX. OFFICE ACCESS TO OFFICE

*NOTE: PROJECT PROVIDES TO HAVE AREAS OF "FORMAL APPEALS" IS
NOT APPLICABLE TO THIS PROJECT. THE DENSITY BONUS IS SUBJECT TO THE DENSITY BONUS
OFFICE WITHIN 24' TO 25' MAX. OFFICE ACCESS TO OFFICE

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500 Thousand Oaks Blvd
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FORMAL RESUBMITTAL
DATE: 05/15/2024



FIRE ACCESS PLAN
LEVEL 2

A0-13



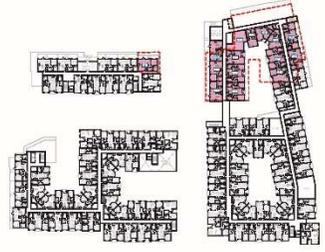
GROUND FLOOR (L1)



LEVEL 2 (L2)



LEVEL 3 (L3)



LEVEL 4 (L4)

DENSITY SUMMARY

ZONING
 CURRENT LBP-20
 PARCEL AREA 6.09 AC (265,280 SF)
 BASE DENSITY 30 DU/AC
 TOTAL BASE DENSITY 6.09(30) 183 UNITS
 60% DENSITY BONUS 183 (1.0) 92 UNITS
 UNITS OVER NON-RESIDENTIAL 93 UNITS
 TOTAL UNITS PROVIDED 328 UNITS

BUILDING A= 3 UNLIMITED UNITS
BUILDING B= 60 UNLIMITED UNITS
 BUILDING A COMMERCIAL AREA 1,500 SF
 BUILDING B COMMERCIAL AREA 7,000 SF

NOTE:
 THE MAXIMUM DENSITY SHALL BE DETERMINED PER THE APPLICABLE ZONING ORDINANCE AND THE APPLICABLE COUNTY GENERAL PLAN. THE DENSITY BONUS SHALL BE APPLIED TO THE TOTAL UNITS PROVIDED ABOVE.

SYMBOLS

- NON-RESIDENTIAL SPACE
- ASSOCIATED PARKING
- UNITS OVER NON-RESIDENTIAL



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 333-25-5519
 ktg@ktgy.com

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 185 National Center Dr., Suite 200
 Newport Beach, CA 92660

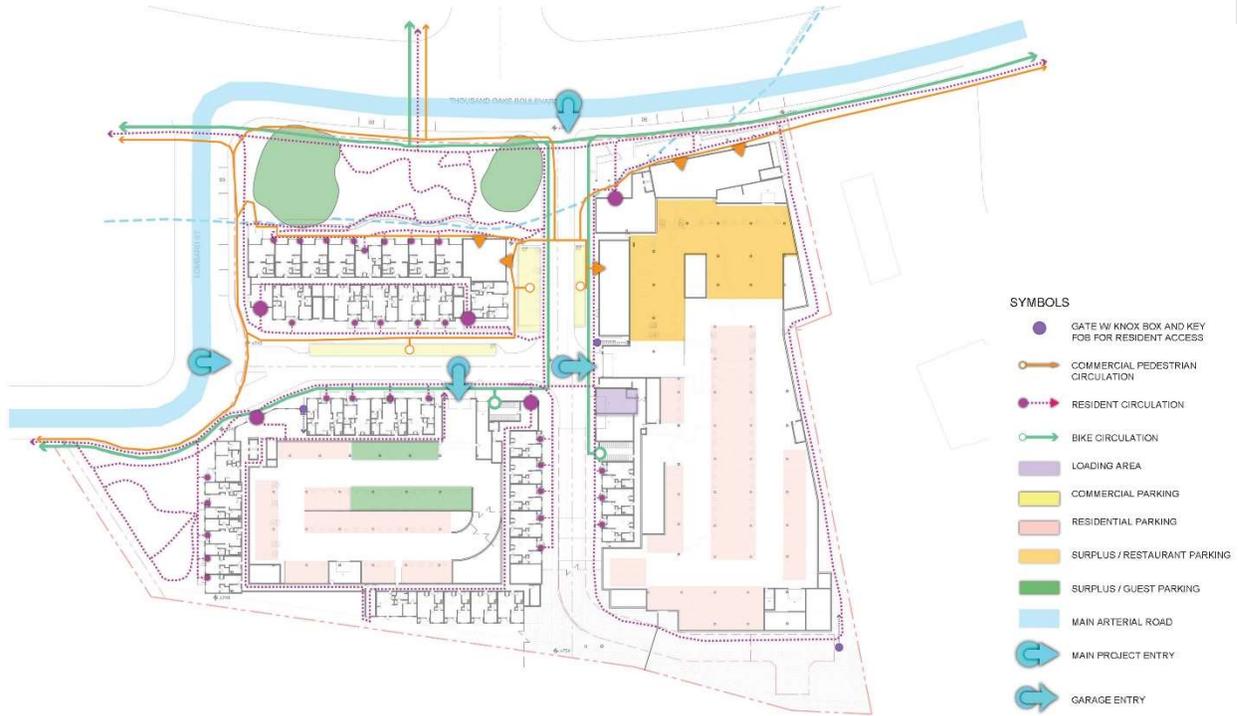
500 Thousand Oaks Blvd
 11,000 SF (10,000 SF) (10,000 SF)

FORMAL RESUBMITTAL
 2023-07-15 (2023)



UNITS ABOVE NONRESIDENTIAL

A0-15

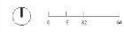


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833.493.3542
ktgy.com

CHERRY TREE PARTNERS
1500 University Center / Ste 205
Newport Beach, CA 92660

500 Thousand Oaks Blvd
Newport Beach, CA 92660

FORMAL RESUBMITTAL
11/20/2023



CIRCULATION DIAGRAM

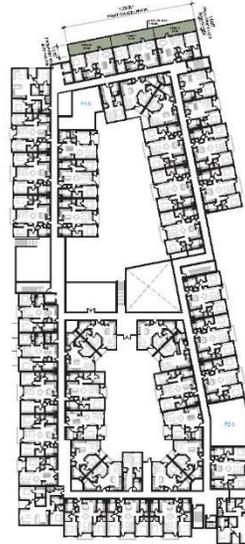
A0-16



BUILDING A
 STEP-BACK AREA: 2,095 SF
 FRONT FACADE LENGTH: 232.25 FT
 AVERAGE FRONT FACADE STEP-BACK: 2.8M/33.25- 11.97 FT



BUILDING C
 STEP-BACK AREA: 2,073 SF
 FRONT FACADE LENGTH: 114.15 FT
 AVERAGE FRONT FACADE STEP-BACK: 2.37/164.75- 14.4 FT



BUILDING B
 STEP-BACK AREA: 1,295 SF
 FRONT FACADE LENGTH: 109.00 FT
 AVERAGE FRONT FACADE STEP-BACK: 1.08/109.00- 14 FT

COLOR LEGEND

- 1 STEP-BACK AREA FROM FIRST FLOOR BUILDING FACADE



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 170 Newport Center Dr. Ste. 210
 Newport Beach, CA 92660

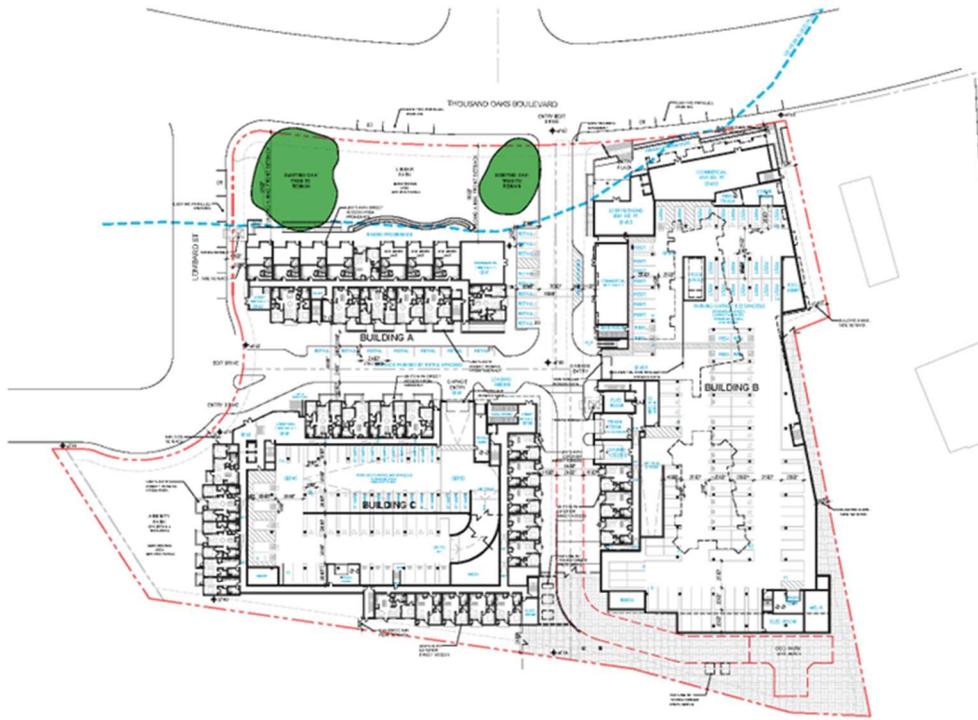
500 Thousand Oaks Blvd
 THOUSAND OAKS, CA 91320-0983

FORMAL RESUBMITTAL
 FEBRUARY 16, 2024

THIRD FLOOR STEPBACK

A0-18





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 855.455.5545
 1822 4th St

Cherry Tree Capital Partners
 130 Newport Center Dr., Ste 210
 Newport Beach, CA 92660

500 Thousand Oaks Blvd
 THOUSAND OAKS, CA # 2022-1001

FORMAL RESUBMITTAL
 (February 16, 2024)



SITE PLAN
 SINGLE FLOOR

A1-1



COLOR LEGEND
 [Blue hatched box] AFFORDABLE UNIT
 [Red dashed line] BUILDING COT AFFORDABLE UNIT



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 Newport Beach, CA 92660

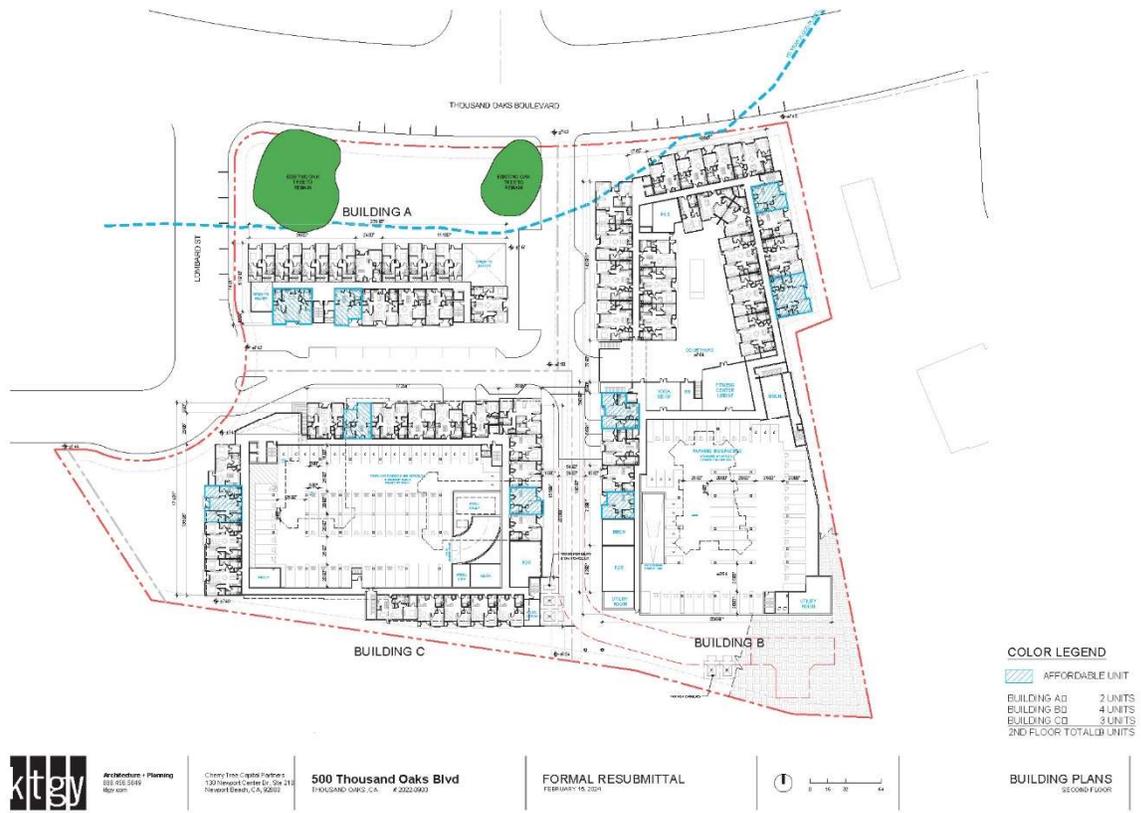
500 Thousand Oaks Blvd
 THOUSAND OAKS, CA #2022-1601

FORMAL RESUBMITTAL
 February 16, 2024



BUILDING PLANS
 UPSCALE FLOOR

A2-0



Architecture + Planning
650 4th Street
Berkeley, CA 94704

Cherry Tree Capital Partners
1200 Newport Center Dr., Ste 215
Newport Beach, CA 92659

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320

FORMAL RESUBMITTAL
FEBRUARY 15, 2024



BUILDING PLANS
SECOND FLOOR

A2-1



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Cherry Tree Capital Partners
137 Newport Center Dr. Ste 210
Fremont, CA 94558

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1901

FORMAL RESUBMITTAL
REVISION 15, 2024



BUILDING PLANS
3RD FLOOR

A2-2



COLOR LEGEND

	AFFORDABLE UNIT
BUILDING AD	1 UNITS
BUILDING BD	5 UNITS
BUILDING CD	5 UNITS
4TH FLOOR TOTAL 11 UNITS	

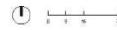


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Cherry Tree Capital Partners
137 Newport Center Dr. Ste. 210
Newport Beach, CA 92659

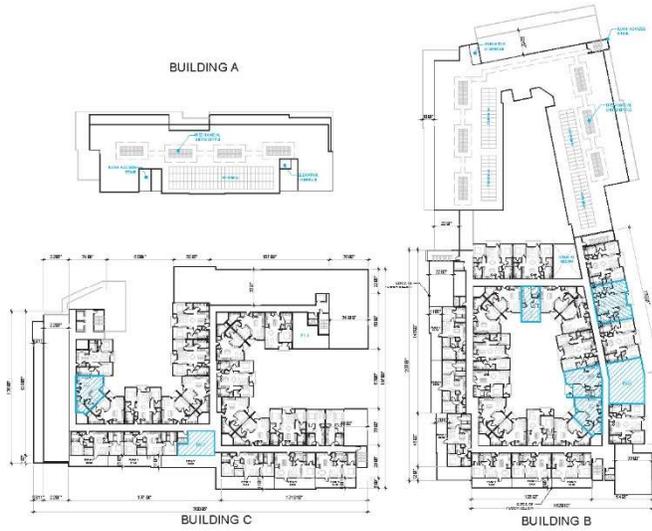
500 Thousand Oaks Blvd
Troy, CA 95061

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



BUILDING PLANS
FOURTH FLOOR

A2-3



COLOR LEGEND

	AFFORDABLE UNIT
BUILDING B	5 UNITS
BUILDING C	2 UNITS
5TH FLOOR TOTAL 7 UNITS	



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Cherry Tree Capital Partners
1320 Newport Center Dr., Ste. 210
Fremont, CA 94555

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1801

FORMAL RESUBMITTAL
REVISION 15, 2023



BUILDING PLANS
OF THE FLOOR

A2-4



- NOTES
1. THE FINAL LOCATION OF ALL FIRE RISERS & UTILITY CONNECTIONS SHALL BE CONCEALED FROM DIRECT VIEW & CONFORM TO FIRE DEPARTMENT REQUIREMENTS.

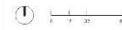


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Cherry Tree Capital Partners
16000 Woodloch Lane, Ste 200
Newport News, VA 23606

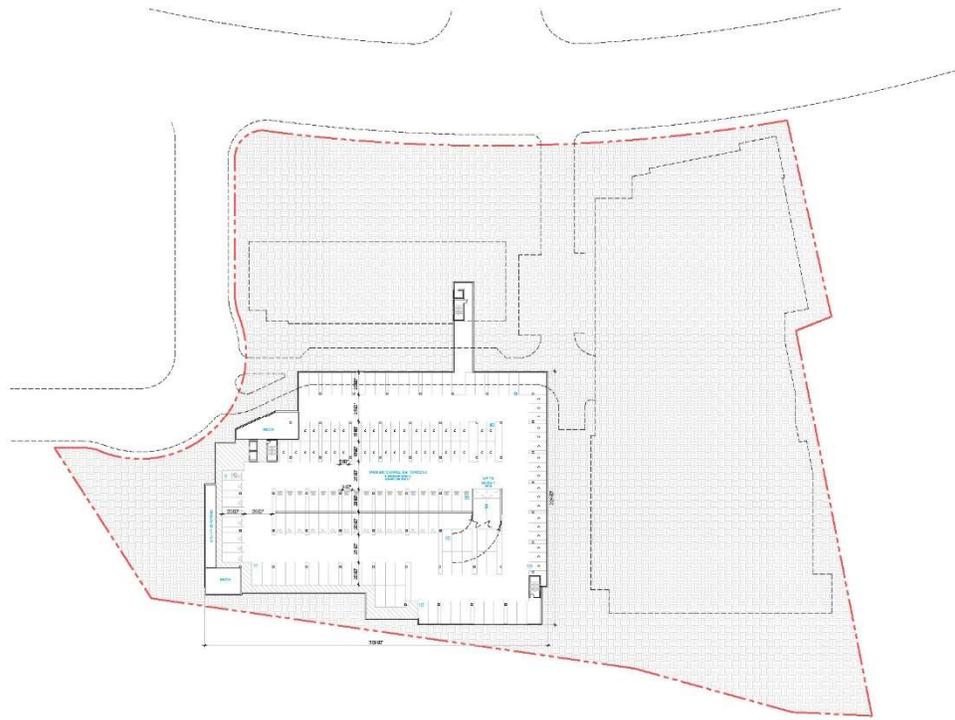
500 Thousand Oaks Blvd
Newport News, VA 23606

FORMAL RESUBMITTAL
DATE: 07/15/2023



BUILDING PLANS
FC-2-P4.4

A2-5

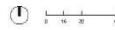


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137 Newport Center Dr. Ste 210
Newport News, VA 23601

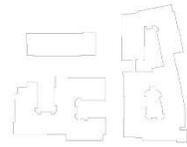
500 Thousand Oaks Blvd
FREDERICKSBURG, VA 22401

FORMAL RESUBMITTAL
REVISION: 15, 2023



BUILDING PLANS
BRIDGE BUILDING PARTNERS, LLC

A2-6



CALLOUT LEGEND

- 01 THIN BRICK, LIGHT BEIGE
- 02 FIBER CEMENT SIDING
- 03 CORRUGATED METAL PANEL
- 04 FIBER CEMENT SIDING WOOD TONE
- 05 STUCCO (SW 2822) SHIMING SAND
- 06 STUCCO (SW 0045) EXTERIOR W/REINFORCING
- 07 STUCCO (SW 7046) INTERIORS
- 08 STUCCO (SW 7853) INTERIORS
- 09 STUCCO (SW 7874) CORNER/CORNER
- 10 METAL RAILING
- 11 VINYL WINDOWS
- 12 STOREFRONT



Architecture + Planning
108 401 5540
k@ktgy.com

Cherry Tree Capital Partners
101 Langley Center | 920 715
Newport News, VA 23606

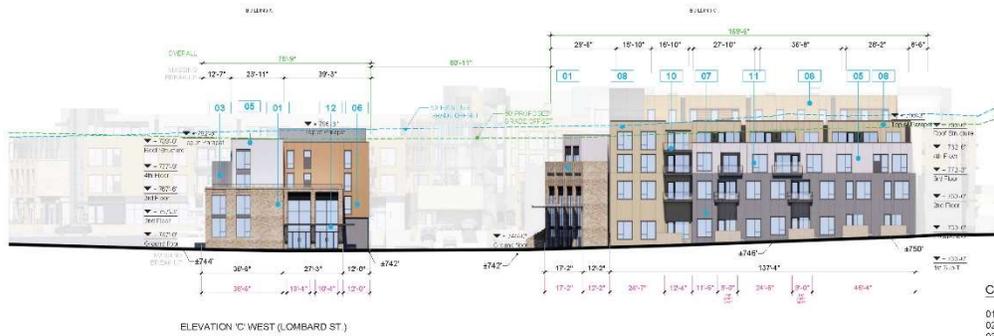
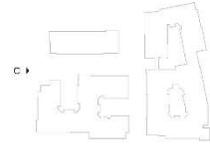
500 Thousand Oaks Blvd
Riverside, CA 92504

FORMAL RESUBMITTAL
- 03/09/2024 -



BUILDING ELEVATIONS
SOUTH OF 101 FREEWAY

A3-1



CALLOUT LEGEND

- 01 THIN BRICK, LIGHT BEIGE
- 02 FIBER CEMENT SIDING
- 03 CORRUGATED METAL PANEL
- 04 FIBER CEMENT SIDING WOOD TONE
- 05 STUCCO (SW 2822) SHIMING SIDE
- 06 STUCCO (SW 0045) EXTERIOR WALL
- 07 STUCCO (SW 7046) INTERIORS
- 08 STUCCO (SW 7853) INTERIORS
- 09 STUCCO (SW 7874) INTERIORS
- 10 METAL RAILING
- 11 VINYL WINDOWS
- 12 STOREFRONT



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Newport News, VA 23606

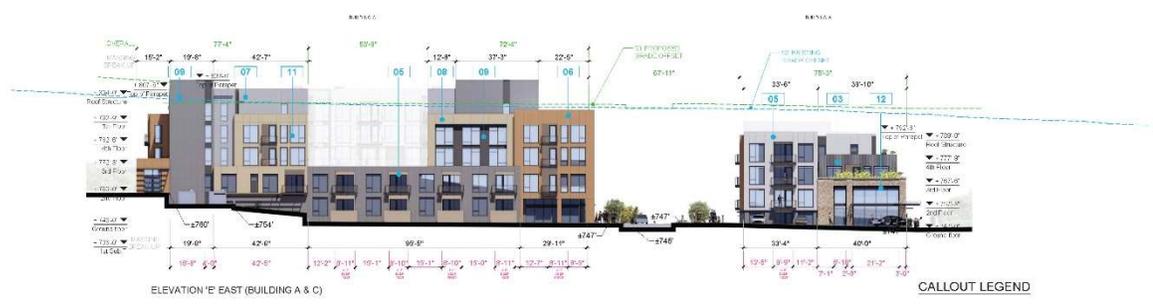
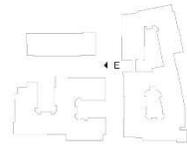
500 Thousand Oaks Blvd
Riverside, VA 22154

FORMAL RESUBMITTAL
11/20/2023



BUILDING ELEVATIONS
BU-23-0333-02-FACADES-01

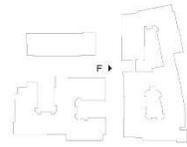
A3-2



CALLOUT LEGEND

- 01 THIN BRICK, LIGHT BEIGE
- 02 FIBER CEMENT SIDING
- 03 CORRUGATED METAL PANEL
- 04 FIBER CEMENT SIDING WOOD TONE
- 05 STUCCO (SW 2822) SHIMMER SAND
- 06 STUCCO (SW 0045) EXHILARATING WHITE
- 07 STUCCO (SW 7046) SUNBURST
- 08 STUCCO (SW 7853) BECKHAM
- 09 STUCCO (SW 7874) CARACARA
- 10 METAL RAILING
- 11 VINYL WINDOWS
- 12 STOREFRONT

ELEVATION 'E' EAST (BUILDING A & C)

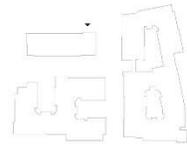
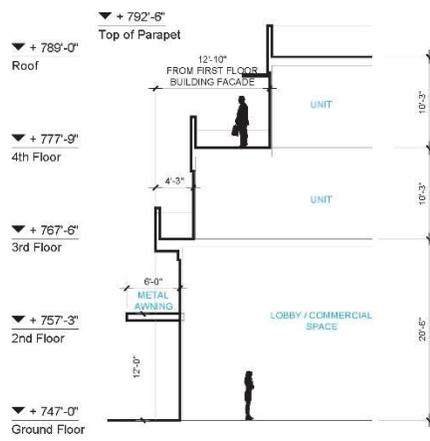


CALLOUT LEGEND

- 01 THIN BRICK, LIGHT BEIGE
- 02 FIBER CEMENT SIDING
- 03 CORRUGATED METAL PANEL
- 04 FIBER CEMENT SIDING WOOD TONE
- 05 STUCCO (SW 2822) SHIMMER SAND
- 06 STUCCO (SW 0045) SHERIDAN SAND
- 07 STUCCO (SW 7046) SHERIDAN SAND
- 08 STUCCO (SW 7853) SHERIDAN SAND
- 09 STUCCO (SW 7874) SHERIDAN SAND
- 10 METAL RAILING
- 11 VINYL WINDOWS
- 12 STOREFRONT

<p style="font-size: 8px; margin-top: 5px;">Architecture + Planning 608 422-5540 kpl@ktgy.com</p>	<p>Cherry Tree Partners 100 Langley Centre Dr. Suite 300 Newport News, VA 23606</p>	<p>500 Thousand Oaks Blvd Riverside, VA 22154</p>	<p>FORMAL RESUBMITTAL - 03/09/2024 -</p>		<p>BUILDING ELEVATIONS - 03/09/2024 -</p>	<p>A3-5</p>
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1 | SECTION THROUGH BUILDING A LOBBY & COMMERCIAL SPACE



▼ + 792'-6"
Top of Parapet

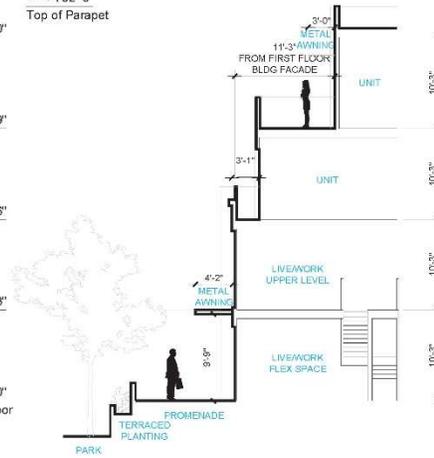
▼ + 789'-0"
Roof

▼ + 777'-9"
4th Floor

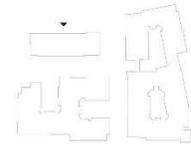
▼ + 767'-6"
3rd Floor

▼ + 757'-3"
2nd Floor

▼ + 747'-0"
Ground Floor



1 | SECTION THROUGH BUILDING A
LIVE/WORK UNIT & COMMERCIAL
PROMENADE

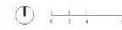


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438.422.5540
ktgy.com

Cherry Tree Partners | 1211 S.
Folsom Street | 94205
Berkeley, CA | 947.841.1111

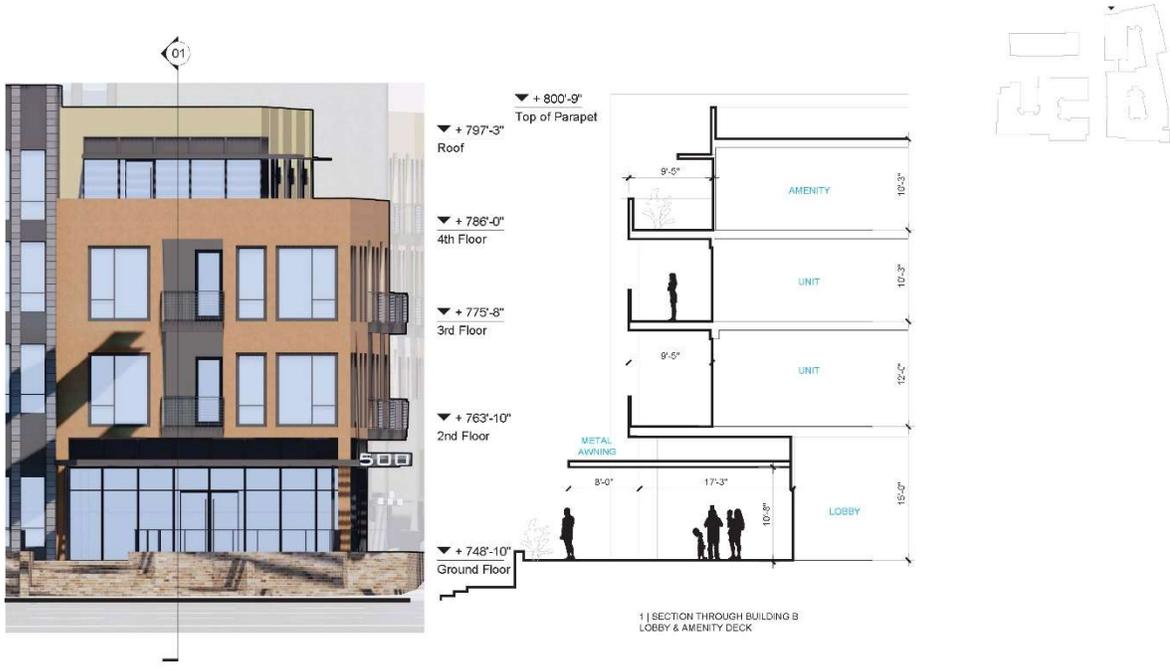
500 Thousand Oaks Blvd
Berkeley, CA | 947.841.1111

FORMAL RESUBMITTAL
12/20/23 - 12/21/23



BUILDING ELEVATIONS
2-LEVEL

A3-10



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ktp@ktgy.com

Cherry Tree Capital Partners
1501 Langley Center Dr. #300
Newport News, VA 23606

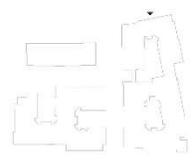
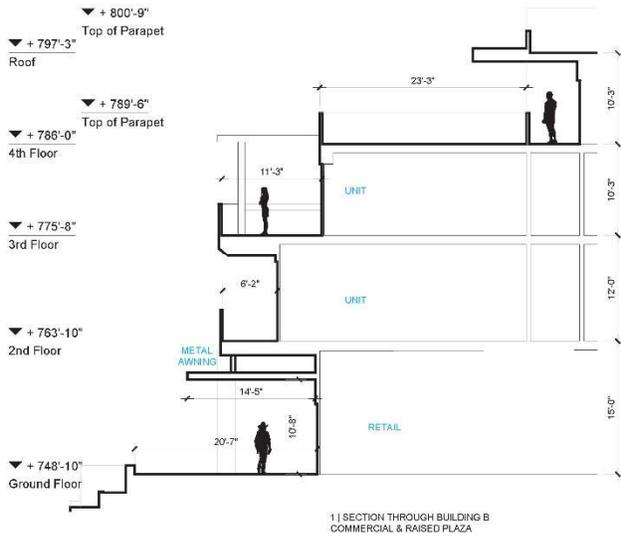
500 Thousand Oaks Blvd
#1000 Newport News, VA 23606

FORMAL RESUBMITTAL
11/20/2023 - 12/20/2023



BUILDING ELEVATIONS
E3/10/23

A3-11



1 | SECTION THROUGH BUILDING B
COMMERCIAL & RAISED PLAZA

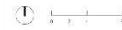


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Cherry Tree Capital Partners
130 Newport Center Dr., Ste. 200
Newport Beach, CA 92660

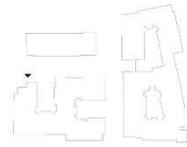
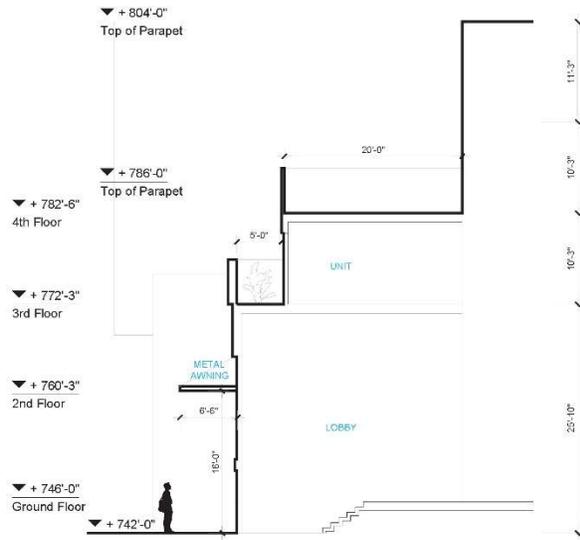
500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-3883

FORMAL RESUBMITTAL
7/18/2024 - E, 204



BUILDING ELEVATIONS
04/2023

A3-12



1 | SECTION THROUGH BUILDING C LOBBY



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Foothillway, Suite 100, 80175
Newport Beach, CA 92660

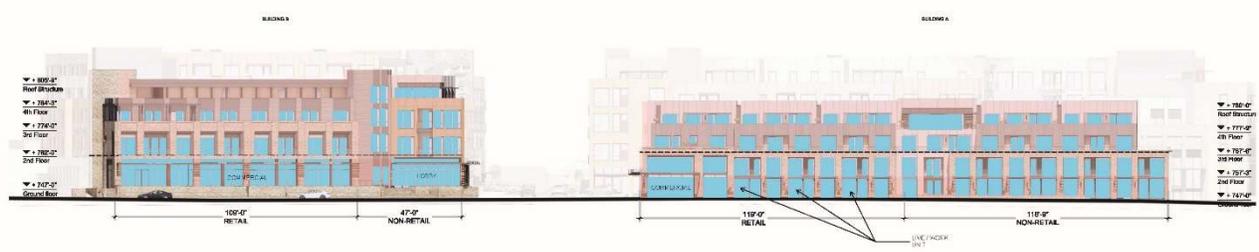
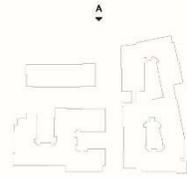
500 Thousand Oaks Blvd
Newport Beach, CA 92660

FORMAL RESUBMITTAL
12/20/2023



BUILDING ELEVATIONS
2-1-2023

A3-13



ELEVATION 'A' NORTH (THOUSAND OAKS BOULEVARD)

OPENINGS: (20% of area of all stories of street-facing facade must have openings)

BLDG	TOTAL FRONTAGE	OPENINGS	PERCENTAGE
A	10,046 SF	3,773 SF	37.5%
B	8,193 SF	2,174 SF	26.5%

STOREFRONT: (Min. 65% of TO Blvd frontage must be comprised of storefront windows)

BLDG	LVL 1 FRONTAGE	STOREFRONT	PERCENTAGE
A	237'-10"	156'-0"	65.8%
B	156'-0"	109'-0"	69.8%

RETAIL ACTIVITIES: (Any building greater than 100' shall devote 50% of frontage to retail activities)

BLDG	TOTAL FRONTAGE	RETAIL	PERCENTAGE
A	237'-10"	119'-0"	50.0%
B	156'-0"	109'-0"	69.8%



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130 Newport Center Dr., Ste 210
Newport Beach, CA 92660

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1001

FORMAL RESUBMITTAL
2023.07.10.2024



OPENINGS EXHIBIT
NORTH THOUSAND OAKS BOULEVARD

A3-15



Architectural + Planning
311 4th Street
Berkeley, CA

Cherry Tree Capital Partners
281 Howard Street, Ste 210
Berkeley, CA, 94710

500 Thousand Oaks Blvd
FROESLAND, CA #202-1900

FORMAL RESUBMITTAL
FEBRUARY 15, 2021



UNIT PLANS
TYPICAL STUDIO D1-600

A5-0



Architectural Planning
333 4th Street
Berkeley, CA

Cherry Tree Capital Partners
281 Howard Street, Ste 210
Berkeley, CA, 94710

500 Thousand Oaks Blvd
FROSTWICK OAKS, CA #202-1900

FORMAL RESUBMITTAL
9 FEBRUARY 15, 2021



UNIT PLANS
1 BED A/E 2/2021

A5-1



Architectural Planning
 833 4th Street
 Berkeley, CA

Cherry Tree Capital Partners
 281 Howard Street, Ste 210
 Newark, CA, 94560

500 Thousand Oaks Blvd
 FROSTBROOK, CA #202-1900

FORMAL RESUBMITTAL
 9 FEBRUARY 15, 2021



UNIT PLANS
 1/10/21, 2/20/21

A5-2



Architectural + Planning
333 4th Street
Berkeley, CA

Cherry Tree Oakley Partners
281 Howard Center Dr., Ste 210
Newport Beach, CA 92660

500 Thousand Oaks Blvd
FROGSBARD OAKLEY, CA #202-9903

FORMAL RESUBMITTAL
9 FEBRUARY 18, 2021



UNIT PLANS
TYPICAL LINE WORK

A5-3



Architecture + Planning
 800.935.5141
 ktlgy.com

Cherry Tree Capital Partners
 1341 Forest Grove Ln, Suite 210
 Newark, OH 43055

500 Thousand Oaks Blvd
 10,000 sq. ft. | 4-201-1001

FORMAL RESUBMITTAL
 PRELIMINARY 2.024



CONCEPTUAL PERSPECTIVES

A6-0



Architecture + Planning
1000 West 5th Street
San Francisco, CA 94111

CHERRY TREE PARTNERS
1300 Broadway, Suite 200
Berkeley, CA 94704

500 Thousand Oaks Blvd
Berkeley, CA 94704

FORMAL RESUBMITTAL
February 10, 2024



CONCEPTUAL PERSPECTIVES

A6-1



Architecture + Planning
888.455.5849
ktlgy.com

Cherry Tree Capital Partners
150 Newport Center Dr. Ste 213
Fremont, CA 94555

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1813

FORMAL RESUBMITTAL
February 16, 2024



CONCEPTUAL PERSPECTIVES

A6-2



Architecture + Planning
888.45.5849
ktlgy.com

Cherry Tree Capital Partners
130 Newport Center Dr. Ste 213
Essexville, OH 45825

500 Thousand Oaks Blvd
Troy, OH 45373

FORMAL RESUBMITTAL
February 15, 2024



CONCEPTUAL PERSPECTIVES

A6-3



Architecture + Planning
200 Oak Street
Berkeley, CA 94704

CHERRY TREE PARTNERS
1300 Broadway, Suite 200
Berkeley, CA 94704

500 Thousand Oaks Blvd
1.16.2022 - 06.15.22 P2022-1011

FORMAL RESUBMITTAL
February 10, 2024



CONCEPTUAL PERSPECTIVES

A6-4



Architecture + Planning
300 5th Street
Berkeley, CA 94710

CHERRY TREE PARTNERS
1300 Broadway, Suite 200
Berkeley, CA 94710

500 Thousand Oaks Blvd
Berkeley, CA 94710

FORMAL RESUBMITTAL
February 10, 2024



CONCEPTUAL PERSPECTIVES

A6-5



Architecture + Planning
1000 Oak Street
Oakland, CA 94612

CHERRY TREE PARTNERS
1300 Broadway, Suite 200
Berkeley, CA 94704

500 Thousand Oaks Blvd
Berkeley, CA 94704

FORMAL RESUBMITTAL
February 10, 2024



CONCEPTUAL PERSPECTIVES

A6-6



Architecture + Planning
 800-451-5013
 ktg@ktlgy.com

CHERRY TREE PARTNERS
 1301 Avenida del Mar 2, Suite 201
 Newport Beach, CA 92660

500 Thousand Oaks Blvd
 1 - INDUSTRIAL - C-2 - 2022-1011

FORMAL RESUBMITTAL
 FEBRUARY 10, 2024



CONCEPTUAL PERSPECTIVES

A6-7



Architecture + Planning
1000 Oak Street
Oakland, CA 94612

CHERRY TREE PARTNERS
1300 Broadway, Suite 200
Berkeley, CA 94704

500 Thousand Oaks Blvd
1. 10/18/2022 2. 10/18/2022

FORMAL RESUBMITTAL
FEBRUARY 10, 2024



CONCEPTUAL PERSPECTIVES

A6-8



Architecture + Planning
1000 Oak Street
Oakland, CA 94612

CHERRY TREE PARTNERS
1300 Broadway, Suite 200
Berkeley, CA 94704

500 Thousand Oaks Blvd
Berkeley, CA 94704

FORMAL RESUBMITTAL
February 10, 2024



CONCEPTUAL PERSPECTIVES

A6-9



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958.666.5549
ktgy.com

Cherry Tree Capital Partners
170 Newport Center Dr., Ste 200
Newport Beach, CA 92660

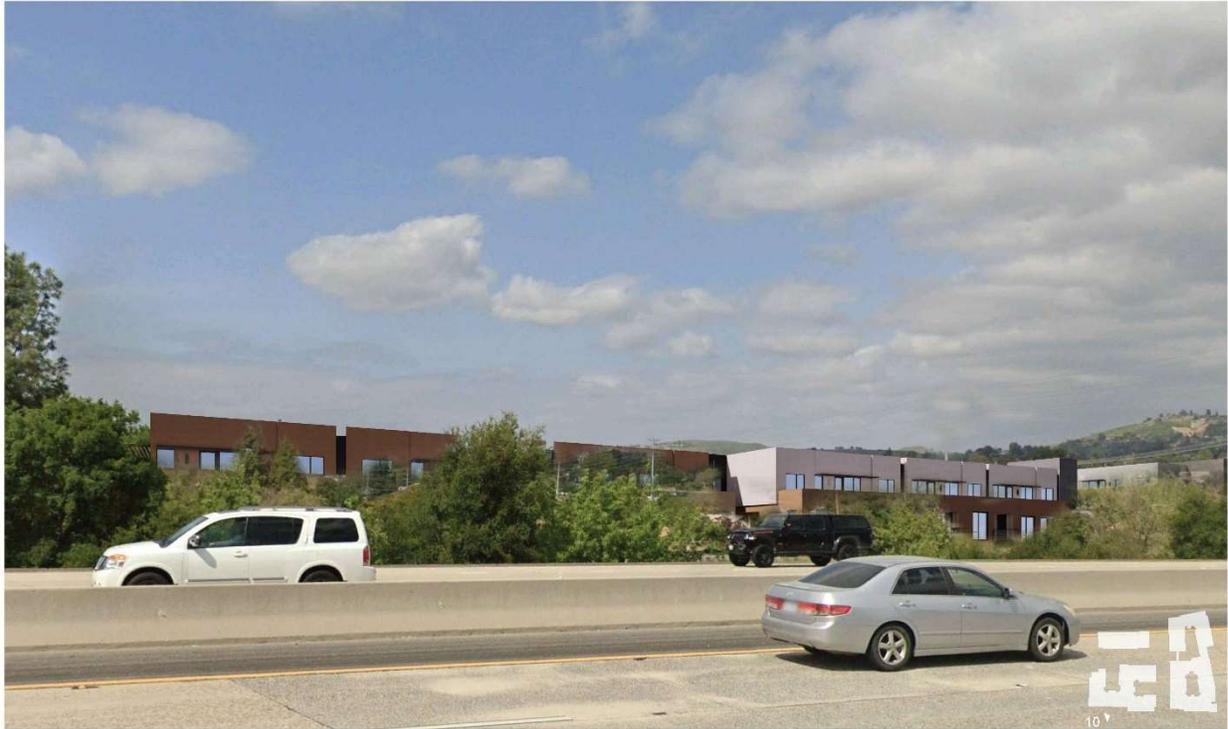
500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
February 16, 2024



CONCEPTUAL PERSPECTIVES

A6-10



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888.456.5849
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CHERRY TREE PARTNERS
150 Newport Center Dr., Ste 213
Escondido, CA 92026

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1813

FORMAL RESUBMITTAL
February 10, 2024



CONCEPTUAL PERSPECTIVES

A6-11



TOTAL COUNT

BLD G A		
Recessed:	+/- 18	11%
Inset:	+/- 120	73%
Flush:	+/- 26	16%
Total:	+/- 164	100%

BLD G B		
Recessed:	+/- 12	3%
Inset:	+/- 46	10%
Flush:	+/- 381	87%
Total:	+/- 439	100%

BLD G C		
Inset:	+/- 100	23%
Flush:	+/- 331	77%
Total:	+/- 431	100%

TOTAL		
Recessed:	+/- 30	3%
Inset:	+/- 166	18%
Flush:	+/- 738	79%
Total:	+/- 934	100%

COLOR LEGEND

- RECESSED WINDOWS
- INSET WINDOWS
- FLUSH WINDOWS



Architecture + Planning
800.421.0541
ktg.com

Cherry Tree Capital Partners
100 Highway 170, Suite 200
Napa, CA 94558

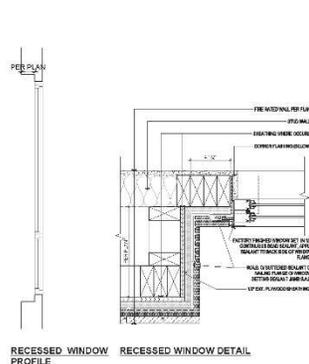
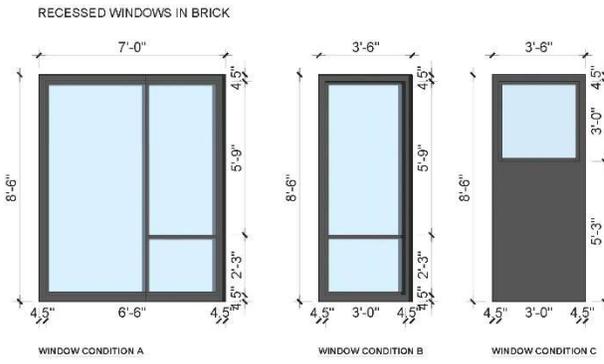
500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
DATE: 07/15/2023



WINDOW SCHEDULE

A7-0



TOTAL COUNT
RECESSED WINDOWS : +/- 30 3%



1. TYPICAL RECESSED WINDOW CONDITION AT BRICK VENEER



2. TYPICAL RECESSED WINDOW CONDITION AT BRICK VENEER



Architecture + Planning
698 421-5540
ktp@ktgy.com

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1000 Longleaf Center • 33610
Newport News, VA 23606

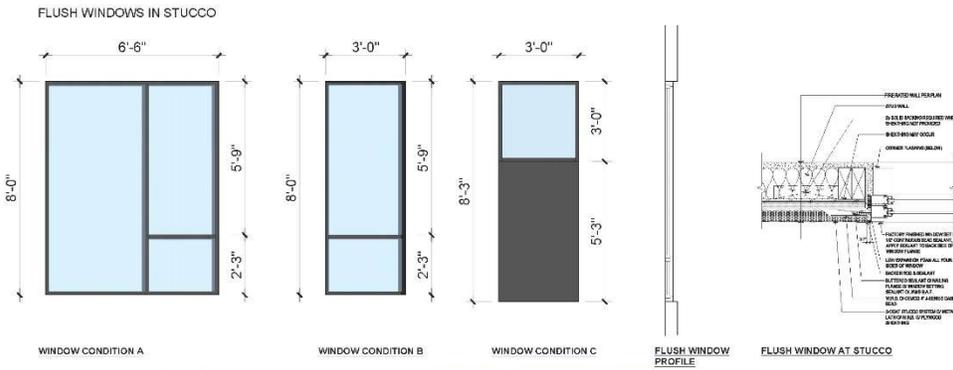
500 Thousand Oaks Blvd
4 • Newport News, VA • 23602-1014

FORMAL RESUBMITTAL
11/20/2023



RECESSED WINDOWS

A7-1



TOTAL COUNT
 FLUSH WINDOWS : +/- 738 79%



1. TYPICAL FLUSH WINDOW CONDITION



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 698 437-5540
 ktp@ktgy.com

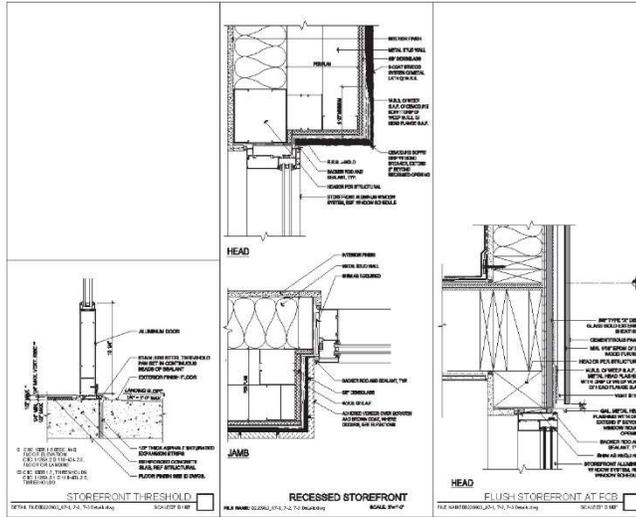
Cherry Tree Capital Partners
 100 Langley Center • 920 793
 Newport News, VA 23606

500 Thousand Oaks Blvd
 • 430 Southview Dr. • 23062-1014

FORMAL RESUBMITTAL
 11/20/2023 - 12/20/2023



FLUSH WINDOWS | A7-3



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811 4th Street
Berkeley, CA

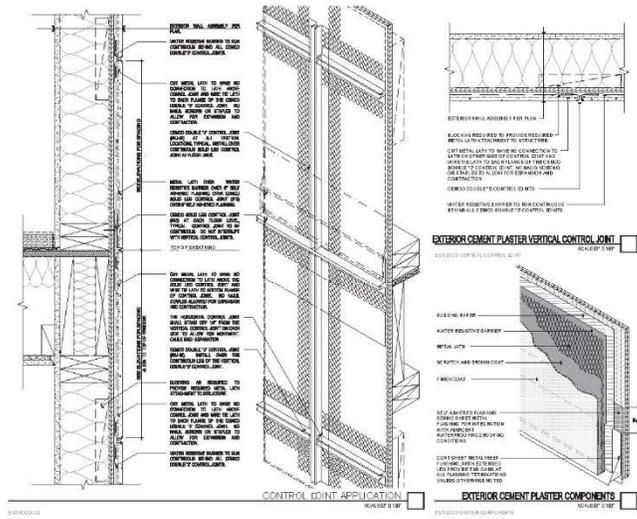
Cherry Tree Capital Partners
281 Riverside Center Dr., Ste 210
Berkeley, CA 94701

500 Thousand Oaks Blvd
FRODO SHARD, CA #2023-0001

FORMAL RESUBMITTAL
FEBRUARY 16, 2024

DETAILS
STOREFRONT

A7-5



Architectural + Planning
311 4th Street
San Francisco, CA 94107

Cherry Tree Capital Partners
1280 Howard Street, Suite 210
Berkeley, CA 94702

500 Thousand Oaks Blvd
FRODOAR DAVIS, CA 94702

FORMAL RESUBMITTAL
FEBRUARY 16, 2024

DETAILS
CONTROL Joints

A7-6



TYPICAL SLOPED STANDING SEAM METAL ROOF ON STAIR TOWERS



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608.423.5540
ktlgy.com

Cherry Tree Capital Partners
10000 Kingsway Center, Suite 300
Newport News, VA 23606

500 Thousand Oaks Blvd
4100000000000000

FORMAL RESUBMITTAL
11/20/2023



STAIR DETAIL

A7-8



TRASH PLAN

- RESIDENTS DEPOSIT TRASH INTO TRASH CHUTES ON EACH FLOOR.
- TRASH IS COLLECTED INTO TRASH BINS ON TRASH TERMINATION FLOOR.
- BINS ARE RETRIEVED ON TRASH PICKUP DAY FROM THE TRASH TERMINATION ROOMS AND BROUGHT TO A STAGING AREA ON SITE DETERMINED IN COMPLIANCE WITH THE APPROVED TRASH COLLECTION AGENCY.
- TRASH ROOMS AND CHUTES ARE CONVENIENTLY LOCATED NEAR ELEVATOR LOBBIES AND MAIN BUILDING ENTRIES AND/OR CENTRALIZED WITHIN THE BUILDING. ALL RESIDENTS HAVE EQUAL ACCESS FROM THEIR UNITS, OR THEIR PARKING SPACES BELOW AND ON GRADE. TRASH ACCESS IS LOCATED NO FURTHER THAN 225' FROM ANY FRONT DOOR WITHIN THE PROJECT.

COLOR LEGEND

- UNIT STACKS OUTSIDE 150' PATH OF TRAVEL TO TRASH CHUTE*
 - BLDG A = 0 DU / 43 DU (0%)
 - BLDG B = 0 DU / 154 DU (0%)
 - BLDG C = 6 DU / 151 DU (4.5%)
 - 6 DU / 328 DU = 1.8% OF TOTAL DU
 - COMPLIANT PATH OF TRAVEL
 - PATH OF TRAVEL IN EXCESS OF 150'
 - TRASH CHUTES OR TERMINATION AREA
- * NO UNIT MORE THAN 225' PATH OF TRAVEL TO TRASH



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888.425.6145
ktgy.com

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1380 Ringwood Center Dr., Ste. 210
Berkeley, CA 94709

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



TRASH EXHIBIT
GROUND FLOOR

A7-10



TRASH PLAN

- RESIDENTS DEPOSIT TRASH INTO TRASH CHUTES ON EACH FLOOR.
- TRASH IS COLLECTED INTO TRASH BINS ON TRASH TERMINATION FLOOR.
- BINS ARE RETRIEVED ON TRASH PICKUP DAY FROM THE TRASH TERMINATION ROOMS AND BROUGHT TO A STAGING AREA ON SITE DETERMINED IN COMPLIANCE WITH THE APPROVED TRASH COLLECTION AGENCY.
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- BLDG C = 6 DU / 151 DU (4.5%)
- 6 DU / 328 DU = 1.8% OF TOTAL DU**
- COMPLIANT PATH OF TRAVEL
- PATH OF TRAVEL IN EXCESS OF 150'
- TRASH CHUTES OR TERMINATION AREA
- * NO UNIT MORE THAN 225' PATH OF TRAVEL TO TRASH



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1380 Ringwood Center Dr., Ste. 210
Berkeley, CA 94709

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



TRASH EXHIBIT
THIRD FLOOR

A7-12



TRASH PLAN

- RESIDENTS DEPOSIT TRASH INTO TRASH CHUTES ON EACH FLOOR.
- TRASH IS COLLECTED INTO TRASH BINS ON TRASH TERMINATION FLOOR.
- BINS ARE RETRIEVED ON TRASH PICKUP DAY FROM THE TRASH TERMINATION ROOMS AND BROUGHT TO A STAGING AREA ON SITE DETERMINED IN COMPLIANCE WITH THE APPROVED TRASH COLLECTION AGENCY.
- TRASH ROOMS AND CHUTES ARE CONVENIENTLY LOCATED NEAR ELEVATOR LOBBIES AND MAIN BUILDING ENTRIES AND/OR CENTRALIZED WITHIN THE BUILDING. ALL RESIDENTS HAVE EQUAL ACCESS FROM THEIR UNITS OR THEIR PARKING SPACES BELOW AND ON GRADE. TRASH ACCESS IS LOCATED NO FURTHER THAN 225' FROM ANY FRONT DOOR WITHIN THE PROJECT.

COLOR LEGEND

- UNIT STACKS OUTSIDE 150' PATH OF TRAVEL TO TRASH CHUTE*
 - BLDG A = 0 DU / 43 DU (0%)
 - BLDG B = 0 DU / 154 DU (0%)
 - BLDG C = 6 DU / 151 DU (4.5%)
 - 6 DU / 328 DU = 1.8% OF TOTAL DU**
 - COMPLIANT PATH OF TRAVEL
 - PATH OF TRAVEL IN EXCESS OF 150'
 - TRASH CHUTES OR TERMINATION AREA
- * NO UNIT MORE THAN 225' PATH OF TRAVEL TO TRASH



Architects + Planning
888.425.6145
ktgy.com

Client: Tree Capital Partners
1380 Ringwood Center Dr., Ste. 210
Berkeley, CA 94709

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



TRASH EXHIBIT
FOURTH FLOOR

A7-13



TRASH PLAN

- RESIDENTS DEPOSIT TRASH INTO TRASH CHUTES ON EACH FLOOR.
- TRASH IS COLLECTED INTO TRASH BINS ON TRASH TERMINATION FLOOR.
- BINS ARE RETRIEVED ON TRASH PICKUP DAY FROM THE TRASH TERMINATION ROOMS AND BROUGHT TO A STAGING AREA ON SITE DETERMINED IN COMPLIANCE WITH THE APPROVED TRASH COLLECTION AGENCY.
- TRASH ROOMS AND CHUTES ARE CONVENIENTLY LOCATED NEAR ELEVATOR LOBBIES AND MAIN BUILDING ENTRIES AND/OR CENTRALIZED WITHIN THE BUILDING. ALL RESIDENTS HAVE EQUAL ACCESS FROM THEIR UNITS, OR THEIR PARKING SPACES BELOW AND ON GRADE. TRASH ACCESS IS LOCATED NO FURTHER THAN 225' FROM ANY FRONT DOOR WITHIN THE PROJECT.

COLOR LEGEND

- UNIT STACKS OUTSIDE 150' PATH OF TRAVEL TO TRASH CHUTE*
 - BLDG A = 0 DU / 43 DU (0%)
 - BLDG B = 0 DU / 154 DU (0%)
 - BLDG C = 6 DU / 151 DU (4.5%)
 - 6 DU / 328 DU = 1.8% OF TOTAL DU**
 - COMPLIANT PATH OF TRAVEL
 - PATH OF TRAVEL IN EXCESS OF 150'
 - TRASH CHUTES OR TERMINATION AREA
- * NO UNIT MORE THAN 225' PATH OF TRAVEL TO TRASH



Architects + Planning
888.435.6145
ktgy.com

Client: Tree Capital Partners
1380 Ringgold Center Dr., Ste. 210
Berkeley, CA 94709

500 Thousand Oaks Blvd
Thousand Oaks, CA 91320

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



TRASH EXHIBIT
FIFTH FLOOR

A7-14



ELEVATION PERSPECTIVE FROM NORTH



 <p>Architecture + Planning 858 456 5849 ktlgy.com</p>	<p>Cherry Tree Capital Partners 150 Thousand Oaks Blvd, Ste 300 Thousand Oaks, CA 91320</p>	<p>500 Thousand Oaks Blvd THOUSAND OAKS, CA 91320</p>	<p>FORMAL RESUBMITTAL FEBRUARY 15, 2024</p>		<p>COLOR AND MATERIALS</p>	<p>A8-0</p>
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ELEVATION PERSPECTIVE FROM SOUTH



 <p>Architecture + Planning 858 456 5849 ktgy.com</p>	<p>Cherry Tree Capital Partners 150 Thousand Oaks Blvd, Ste 300 Thousand Oaks, CA, 91320</p>	<p>500 Thousand Oaks Blvd THOUSAND OAKS, CA 91320</p>	<p>FORMAL RESUBMITTAL #2023-0011</p>		<p>COLOR AND MATERIALS</p>	<p>A8-1</p>
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Cherry Tree Capital Partners
133 Avenida Cabrillo, Ste 200
Newport Beach, CA, 92660

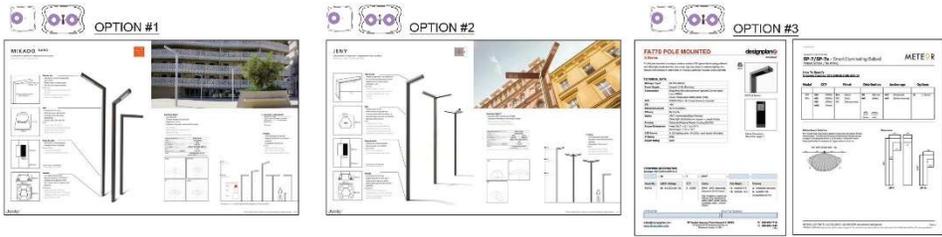
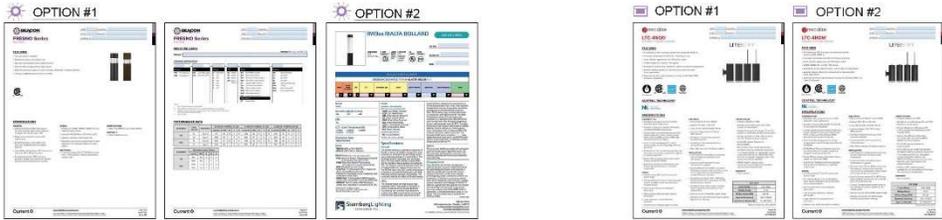
500 Thousand Oaks Blvd
THOUSAND OAKS, CA #202219333

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



LIGHTING PLAN
FIRST LEVEL

A9-0



- LIGHTING SYMBOLS LEGEND**
-  OUTDOOR WALL SCONCE
 -  POLE LIGHT FIXTURE
 -  DOUBLE POLE LIGHT FIXTURE
 -  LIGHT BOLLARD
 -  PATH LIGHT



BORSON
 Landscape Architecture
 2015 WILSON BLVD
 SUITE 100
 THOUSAND OAKS, CA 94920

500 THOUSAND OAKS
 THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
 PREPARED BY: 05.2024

OVERALL SITE PLAN

L-1



Biospace
Landscape Architecture
7555 15th St
San Diego, CA 92108

500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
PREFERENTIAL 15.0%

GROUND LEVEL PLAN

L-2



LEGEND

- 1 Secured Pedestrian Gate
- 2 6' Ht. Perimeter Fence with Vinecover
- 3 Multi-Purpose Recreation Lawn
- 4 Resilient Surfacing Children's Playground 1,633 SF
- 5 42" Ht. Playground Enclosure
- 6 Bouldering Apparatus
- 7 Bench Seating (Typ.)
- 8 Table Tennis Area
- 9 Enhanced Concrete Strolling Pathway Circuit (1/16 mile)



CHARACTER IMAGERY



SITE PLAN



KEY MAP
SCALE: 873



BORSON
Landscape Architecture
2150 COLLEGE
SAN DIEGO, CA 92161

500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
PRELIMINARY (6.2024)

PLAYGROUND PARK PLAN

L-3



ENHANCED FIRELANE AT OUTDOOR MULTI-PURPOSE AMENITY AREA



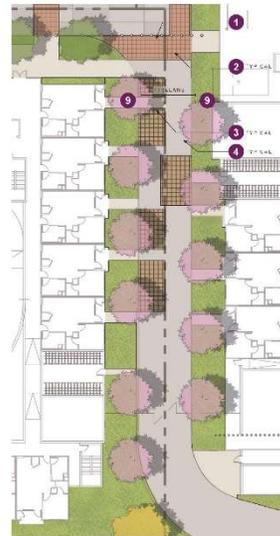
KEY MAP
SCALE: 873



BORDEN
Landscape Architecture
2150 COLLETT DRIVE
SAN DIEGO, CA 92108

500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
PREPARED BY: E.C. 3/20/24



ENHANCED FIRELANE FRONTAGE AT RESIDENTIAL UNITS

LEGEND

- 1 Removable or Retractable Traffic Control Bollards
- 2 Concrete Modular Pavers on Vehicular-Rated Concrete Roadbase
- 3 Reinforced Turf Paving (Planted with Drought-Tolerant Groundcover)
- 4 Vehicular-Rated Poured-in-Place Concrete Paving with Enhanced Finish
- 5 Synthetic Turf Installed on Reinforced Turf Paving
- 6 Synthetic Turf Installed on Grade
- 7 Poured-in-Place Concrete Curb to Delineate Extents of Fire Lane and Hammerhead Turnaround
- 8 Bench Seating
- 9 Planting Area
- 10 Pedestrian Paving

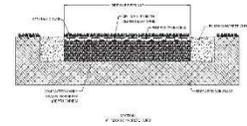


FIGURE 1: CROSS SECTION OF ENHANCED FIRELANE
 1. CONCRETE CURB
 2. REINFORCED TURF PAVING
 3. SYNTHETIC TURF
 4. CONCRETE ROADBASE
 5. PEDESTRIAN PAVING

A FORDIS FLEXIBLE PAVING
 FORDIS FLEXIBLE PAVING SYSTEMS, INC.



FIRELANE FRONTAGE AND AMENITY AREA PLAN

L-4



LEVEL 2



LEVEL 3

- LEGEND**
- 1 Pool + Spa Area
 - 2 Amenity Deck
 - 3 Garden Seating
 - 4 Outdoor Kitchen
 - 5 Dining Area
 - 6 Shade Structure



KEY MAP
SCALE: 87%



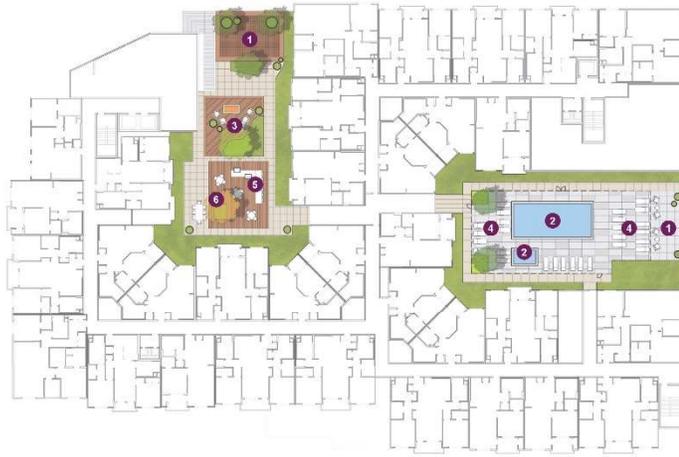
B BORDEN
Landscape Architecture
2017-2018
borden@borden.com

500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
FEBRUARY 16, 2024

BUILDING B - LEVEL 2 + 3 COURTYARDS

L-5



LEGEND

- 1 Overlook Deck
- 2 Pool + Spa Area
- 3 Seating Area with Fire Pit
- 4 Lounge Chairs
- 5 Outdoor Kitchen
- 6 Dining Area

LEVEL 3



KEY MAP
SCALE: 8/32



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500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
FINALITY (5.30%)



BUILDING C - LEVEL 3 COURTYARDS

L-6

PLANT PALETTE

UNDERSTORY



Abutilon *deflexum*
Fire-Kiss



Achillea *Millifolium* *Sonchus* *Oleaceus*
Sunny Side Yellow Variegata



Agave *parviflora*
San Agave



Arundo *donax* *Arundo* *donax*
Mosses



Cladonia *reticulata* *Cladonia*
Cladonia



Coreopsis *multicapitata*
Pinky Coreopsis



Diarrhea *viridis* *Diarrhea*
Little Herb



Dracaena *fragrans*
Great Grass



Coreopsis *lanceolata*
Light Green Coreopsis



Argemone *argemone* *Argemone*
Sunny Side Yellow



Sonchus *oleraceus* *Sonchus*
Mosses



Cladonia *reticulata* *Cladonia*
Mosses



Cladonia *reticulata* *Cladonia*
Mosses



Abutilon *deflexum* *Abutilon*
Fire-Kiss



Dracaena *fragrans* *Dracaena*
Great Grass



Dracaena *fragrans* *Dracaena*
Great Grass



Coreopsis *lanceolata* *Coreopsis*
Light Green Coreopsis



Coreopsis *lanceolata* *Coreopsis*
Light Green Coreopsis

UNDERSTORY



Coreopsis *lanceolata* *Coreopsis*
Light Green Coreopsis



Coreopsis *lanceolata* *Coreopsis*
Light Green Coreopsis



Coreopsis *lanceolata* *Coreopsis*
Light Green Coreopsis



Coreopsis *lanceolata* *Coreopsis*
Light Green Coreopsis



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Landscape Architecture
213.332.2411
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500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
FEBRUARY 2024

UNDERSTORY PALETTE

L-8

PLANT PALETTE

UNDERSTORY

BOTANICAL NAME	COMMON NAME	SIZE	WOODS	HEIGHT*	SPREAD*	REMARKS	SPACING
<i>Aloë arundinaceae</i>	Tree Aloe	min. 4' bth	low	20'	30'		place per plant solitary specimen, Zones 1 & 2
<i>Achillea Millefolium 'Sonoma Coast'</i>	Sonoma Coast Yellow Yarrow	1 gal.	low	2'	2'	CA Native	minimum 6' on-center spacing between individual plants in Zones 0, 1 & 2 minimum 2' on-center spacing within groupings in Zone 2 minimum 4' distance between groupings
<i>Agave parviflora</i>	Yuin Flowered Agave	15 gal.	low	3'	3'		minimum 5' on-center spacing between individual plants in Zones 1 & 2 minimum 3' on-center spacing within groupings in Zone 2 minimum 6' distance between groupings
<i>Bouteloua gracilis 'Blonde Ambition'</i>	Blonde Ambition Blue Grama	1 gal.	low	2'	2'		minimum 6' on-center spacing between individual plants in Zones 0, 1 & 2 minimum 2' on-center spacing within groupings in Zone 2 minimum 4' distance between groupings
<i>Chondropetalum tectatum 'El Campo'</i>	El Campo Cape Rush	15 gal.	low	3'	3'		minimum 5' on-center spacing between individual plants in Zones 1 & 2 minimum 3' on-center spacing within groupings in Zone 2 minimum 6' distance between groupings
<i>Crassula rubrotincta</i>	Fairy Crassula	1 gal.	low	1'	3'		minimum 5' on-center spacing between individual plants in Zone 0 minimum 3' on-center spacing within groupings in Zones 1 & 2 minimum 2' distance between groupings
<i>Dianella revivida 'DR5000'</i>	Little Reviv [®] Flax Lily	5 gal.	low	18"	18"		minimum 4' on-center spacing between individual plants in Zones 0, 1, & 2 minimum 3' on-center spacing within groupings in Zone 2 minimum 3' distance between groupings
<i>Dudleya brittonii</i>	Giant Chalk Dudleya	1 gal.	very low	1'	1'	CA Native	minimum 3' on-center spacing between individual plants in Zone 0 minimum 10' on-center spacing within groupings in Zones 1 & 2 minimum 2' distance between groupings
<i>Dudleya hosei</i>	Bright Green Dudleya	1 gal.	very low	1'	1'	CA Native	minimum 3' on-center spacing between individual plants in Zone 0 minimum 10' on-center spacing within groupings in Zones 1 & 2 minimum 2' distance between groupings
<i>Erigeron karwinskianus</i>	Santa Barbara Daisy	1 gal.	low	18"	3'		minimum 6' on-center spacing between individual plants in Zones 0, 1 & 2 minimum 3' on-center spacing within groupings in Zone 2 minimum 4' distance between groupings
<i>Geranium incanum</i>	Trailing Geranium	1 gal.	low	10"	1'		minimum 12' on-center spacing between individual plants in Zone 0 minimum 12' on-center spacing within groupings in Zones 1 & 2 minimum 3' distance between groupings
<i>Lavandula x intersmedia 'Provence'</i>	Provence Lavandin	5 gal.	low	2'	2'		minimum 4' on-center spacing between individual plants in Zones 0, 1 & 2 minimum 3' on-center spacing within groupings in Zone 2 minimum 2' distance between groupings
<i>Limonium x 'Salt Lake'</i>	Salt Lake Sea Lavender	5 gal.	low	16"	16"		minimum 3' on-center spacing between individual plants in Zones 0, 1 & 2 minimum 15' on-center spacing within groupings in Zone 2 minimum 2' distance between groupings
<i>Morandaba villosa</i>	Coyote Mint	1 gal.	very low	2'	2'	CA Native	minimum 6' on-center spacing between individual plants in Zones 0, 1 & 2 minimum 3' on-center spacing within groupings in Zone 2 minimum 4' distance between groupings
<i>Plumeria rubra</i>	Frangipani	min. 2' bth 7' overall height	low	10'	10'		place per plant as solitary specimen, Zones 1 & 2
<i>Sanseveria trifasciata 'Moonshine'</i>	Moonshine Snake Plant	5 gal.	low	2'	12"		minimum 5' on-center spacing between individual plants in 0, 1 & 2 minimum 12' on-center spacing within groupings in Zone 2 minimum 4' distance between groupings
<i>Taurinum cossonii</i>	Majorian Taurinum	5 gal.	low	6"	2'		minimum 3' on-center spacing between individual plants in Zone 0 minimum 5' on-center spacing within groupings in Zones 1 & 2 minimum 12' distance between groupings
<i>Westringia fruticosa 'WES04'</i>	Grey Box [™] Coast Rosemary	5 gal.	low	3'	3'		minimum 7' on-center spacing between individual plants in Zone 0 minimum 5' on-center spacing within groupings in Zones 1 & 2 minimum 2' distance between groupings

UNDERSTORY

BOTANICAL NAME	COMMON NAME	SIZE	WOODS	HEIGHT*	SPREAD*	MIN. SPACING	INSTALLATION	REMARKS
<i>Dymondia margaritae</i>	Silver Carpet Dymondia	plugs from flats	low	3"	2'	6' o.c.	Zone 0, 1 & 2	
<i>Lippia nodiflora 'Campagne Verte'</i>	Campagne Verde Kurapia	plugs from flats	low	2"	2'	6' o.c.	Zone 0, 1 & 2	CA Native
<i>Sedum reflexum 'Blue Spruce'</i>	Blue Spruce-leaved Stonecrop	4" pots	low	5"	18"	6' o.c.	Zone 1 & 2	
<i>Teucrium chamaedrys 'Nanum'</i>	Creeping Germander	plugs from flats	low	6"	3'	6' o.c.	Zone 1 & 2	

*Mature height and spread according to UCVD Plant Reference Guide unless otherwise noted below:

1 Theodore Payne Foundation California Native Plant Library: https://theodorepayne.org/database/index.php?tree=California_Native_Plant_Library
 2 San Mateo County: <https://www.smcgarden.com/index.asp>
 3 Monrovia: <https://www.monrovia.com/>

Table 3 – Fire Department FMZ Spacing

Vegetation	Zone	Maximum Height	Maximum Area Diameter	% of Slope / Minimum Horizontal Spacing*
Ground Cover	1 & 2	6-inches	Not Applicable	Not Applicable
	1	12-inches	Groupings shall not exceed 200 sq. ft. without minimum spacing to next grouping	<20% 2 x GC height 25%-40% 4 x GC height >40% 6 x GC height
Mosaic Grouping of Ground Cover (GC)	2	18-inches	Groupings shall not exceed 500 sq. ft. without minimum spacing to next grouping	<20% 2 x GC height 25%-40% 4 x GC height >40% 6 x GC height
	1	4-feet	4-foot diameter	<20% 2 x shrub height 25%-40% 4 x shrub height >40% 6 x shrub height
Single Shrub	2	6-feet	4-foot diameter	<20% 2 x shrub height 25%-40% 4 x shrub height >40% 6 x shrub height
	1	Not Allowed	Not Applicable	<20% 20-feet 25%-40% 40-feet >40% Not Allowed
Grouping of shrubs	2	4-feet	Groupings shall not exceed 50 sq. ft. without minimum spacing to next grouping	<20% 20-feet 25%-40% 40-feet >40% Not Allowed
	1	Not Applicable	Tree canopy at full maturity not allowed within 10-feet of any structure	<20% 20-feet 25%-40% 30-feet >40% 40-feet
Single Tree	2	Not Applicable	Not Applicable	<20% 10-foot 25%-40% 20-foot >40% 30-foot

* Table 3 Notes:

- a. Spacing is measured canopy to canopy at maturity. See Chapter 5 examples.
- b. Slopes greater than 20%. For grouping of ground cover and shrubs over 6-inches high, the maximum horizontal distance running with the slope shall not exceed 10-feet before spacing is required to the next grouping.



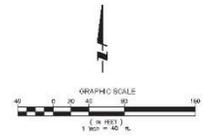
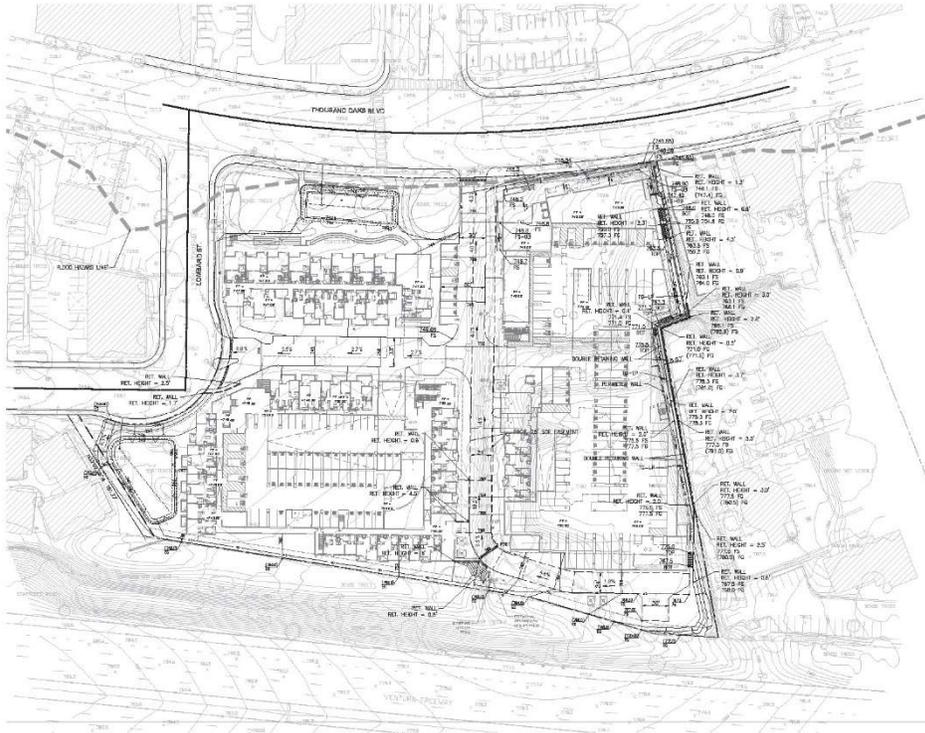
500 THOUSAND OAKS
LANDSCAPE ARCHITECTURE
753.572.0511
500 N. BAY ST.

500 THOUSAND OAKS
THOUSAND OAKS, CA

LANDSCAPE CONCEPT DESIGN
PREP. DATE: 01.2024

UNDERSTORY PALETTE

L-9



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ktgy.com

Cherry Tree Capital Partners
1300 Woodport Center Dr., Ste. 210
Newport Beach, CA, 92660

500 Thousand Oaks Blvd
Thousand Oaks, CA, 91320

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



300 N. LAKE AVE. SUITE 400
FALGOUTON, CA 95128
916.571.1000
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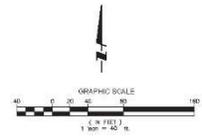
CIVIL
CONCEPTUAL GRADING PLAN

C1.00



LEGEND:

PROPOSED CONTOUR	100
PROPOSED STORM DRAIN	SD
PROPOSED WATER	W
PROPOSED WASTE	W
PROPOSED ELECTRIC	E
PROPOSED SEE EASEMENT	E
EXISTING TRENCH	---E---
EXISTING WATER	---W---
EXISTING ELECTRIC	---E---
EXISTING SEWER	---S---
EXISTING GAS	---G---
EXISTING STORM DRAIN	---SD---
PROPOSED SEE EASEMENT	---E---



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888.451.6145
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Fremont, CA 94555

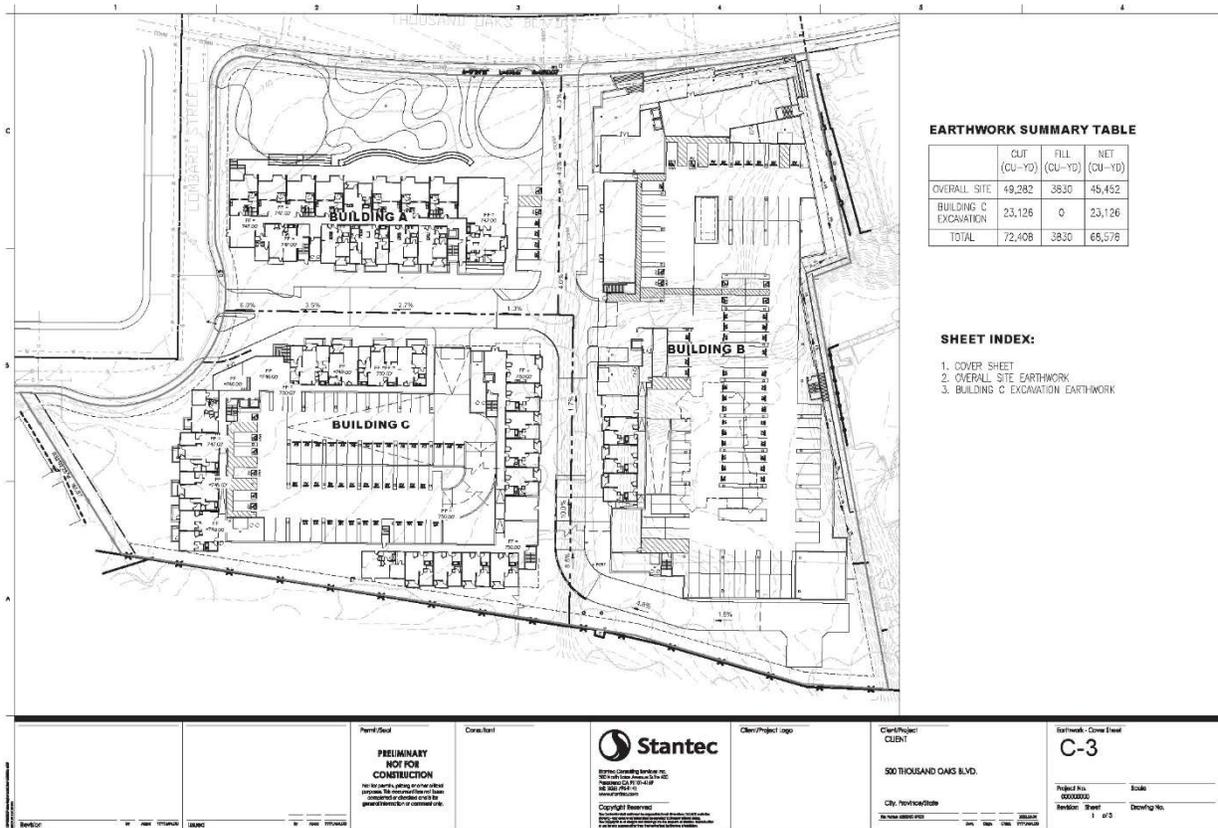
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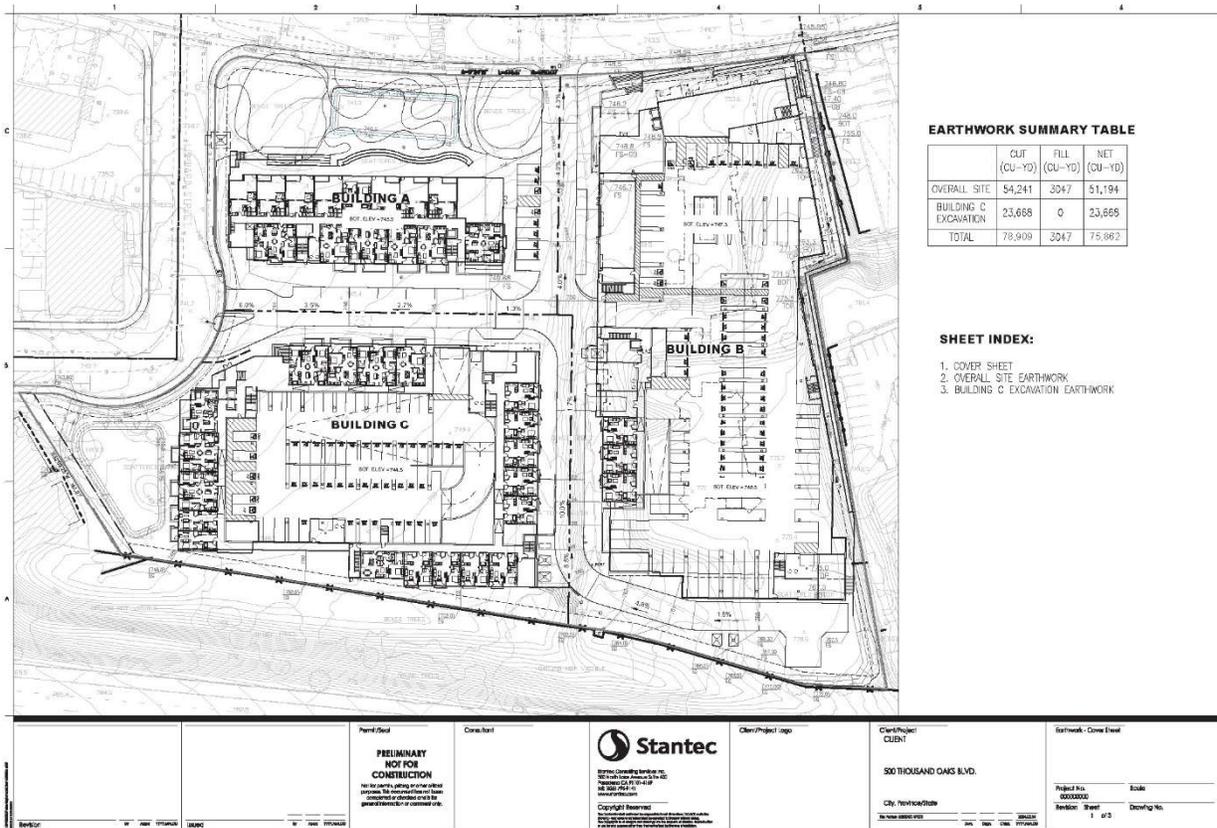
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FEBRUARY 16, 2024

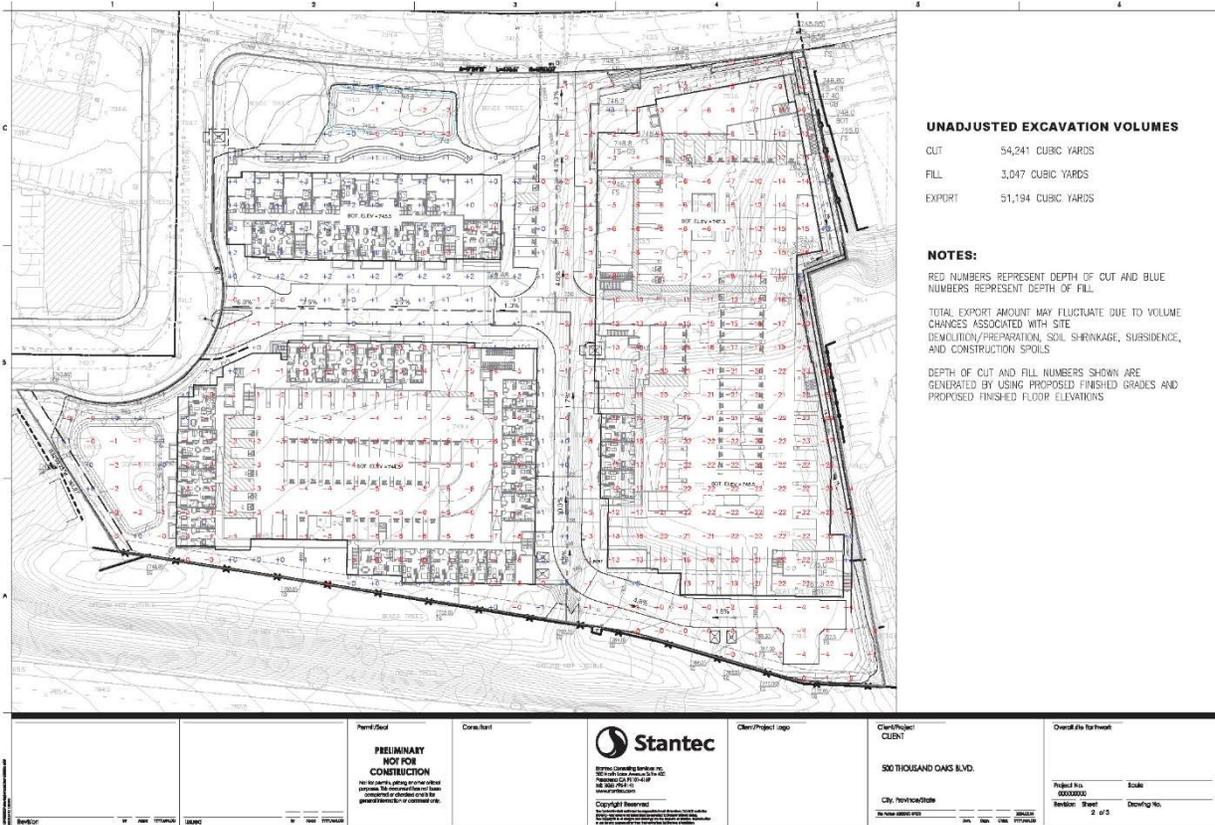


CIVIL
CONCEPTUAL UTILITY PLAN

C2.00







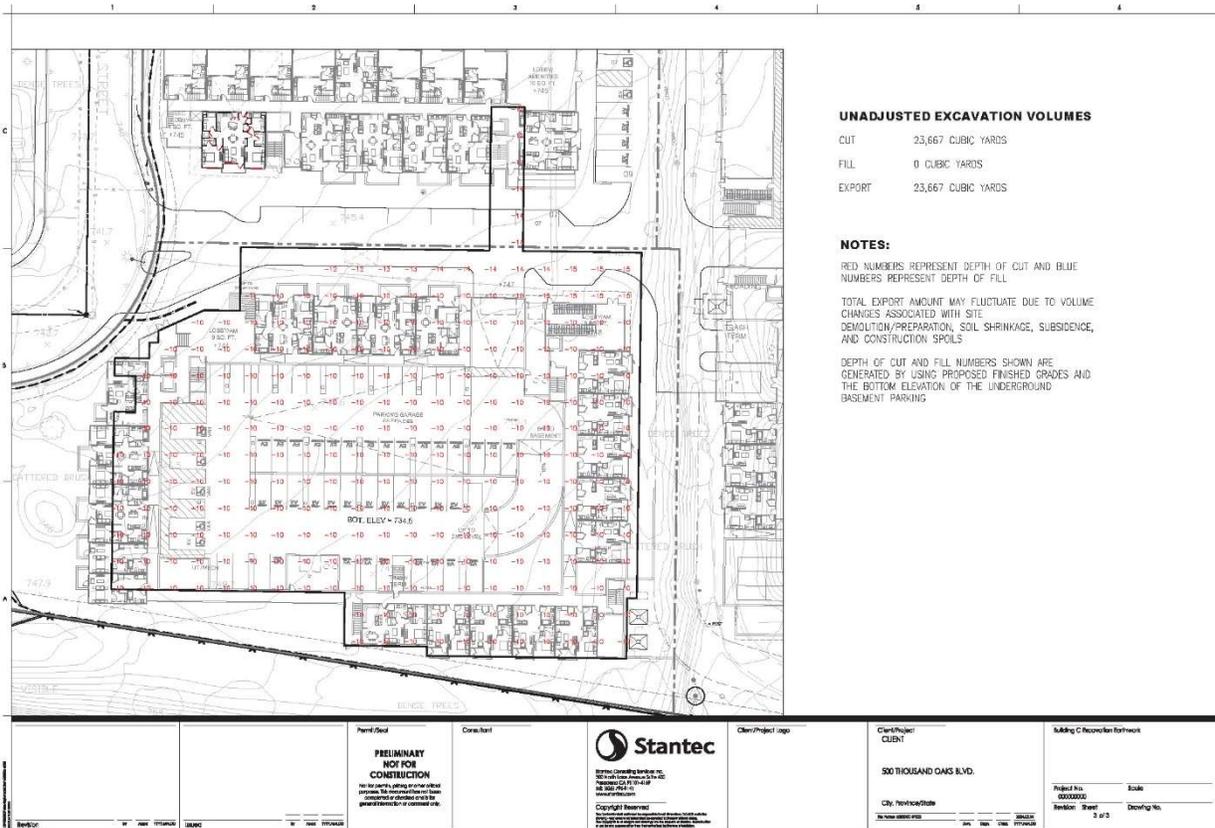


EXHIBIT D

CONDITIONS OF APPROVAL

COMMUNITY DEVELOPMENT DEPARTMENT – GENERAL PROJECT CONDITIONS

STANDARD

1. **Land and Application** – The Development Agreement; Special Use Permit; and Protected Tree Permit; are adopted, granted, or accepted for the land described in the application, any attachment thereto, and as shown on the submitted “Project Plan Set,” dated February 15, 2024.
2. **Scope of Permit Approval** – This permit is for a Development Agreement specifying development performance; and a Special Use Permit; along with a Protected Tree Permit, to allow the construction of 328 residential units distributed across one, five-story, podium style mixed-use building, one four-story mixed-use building, and one, five-story multi-family residential building, including pocket parks, a dog park, plazas, seating areas, and other amenities as well as the removal of 17 Coast Live Oak (*Quercus agrifolia*) trees and five Valley Oak (*Quercus lobata*) trees and encroachment into the protected zone of six Coast Live Oak trees, two Valley Oak trees and one Holly Oak (*Quercus ilex*) tree at 500 East Thousand Oaks Boulevard, as shown on project plans labeled “Project Plan Set” dated February 15, 2024, and the Oak Tree Report dated January 2024 unless conditioned otherwise herein.
3. **Approval Period** – The above referenced permits are granted for the period set forth in DAGR 2023-70001.
4. **Compliance with Applicable Laws, Rules, and Regulations** – The applicant shall at all times comply with any and all local, city, county, state and federal laws, regulations and orders now in effect or which may hereafter be enacted pertaining to the approved modification or affecting the installation, operation or maintenance of the mixed-use development.
5. **Regulatory Agency Approval** – The requirements of all applicable regulatory agencies shall be met, and approval obtained, prior to gas release, Certificate of Occupancy, or as otherwise required by the City's Building and Safety Division. Copies of all required licenses shall be submitted to the Community Development Department.

6. **Payment of Fees** – Approval is subject to the applicant paying all fees and assessments to the City of Thousand Oaks, School District, Conejo Recreation and Parks District, Ventura County Fire Prevention District, and any other agency requiring fees related to the subject development as required by the Municipal Code and established by City Council, except as otherwise modified by, and in accordance with the Project conditions of approval or the Development Agreement DAGR 2023-70001.
7. **Impact Fees for Affordable Housing Units** – Per California Government Code Section 65915 and Section 65915.1, affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, shall not be imposed on a housing development's affordable units.
8. **Dedications/Reservations and Public Improvements** – With respect to dedications, reservations, construction of public improvements and fees as required by the project development conditions, the applicant is advised, pursuant to Government Code Section 66020, that the ninety (90) day protest period has commenced upon approval of the proposed improvement by the City.
9. **Condition Compliance** – All development on the subject property shall be constructed and thereafter maintained in accordance with the conditions of this permit.
10. **Project Changes/Modifications** – Changes to the project are subject to the requirements described in DAGR 2023-70001. Minor changes to SUP 2023-70011 or PTP 2023-70067 may be approved by the Community Development Department, provided such changes achieve substantially the same results and the project is still in compliance with the Municipal Code. Revised plans reflecting the minor changes and additional fees shall be required.
11. **Acknowledgment** – The applicant acknowledges that all aspects of this project are of special concern to and regulated by the City of Thousand Oaks, which has established specific criteria and standards concerning development within the City. Any change, modification, or alteration to improvements on the subject property shall first be approved by the City of Thousand Oaks. Any unauthorized changes may require future corrective work and may result in a City Code compliance effort.
12. **Unauthorized Changes** – The applicant acknowledges that the exterior treatment, location of structures and architectural features of the development are of special concern to, and regulated by, the City of Thousand Oaks, which has established criteria and standards concerning development within the City. Any substantial change, modification, or alteration to the architectural design, or in the exterior treatment of any building and structure, including building colors, materials, changes

in walkways, doorways, window locations, or in the parking, landscaping and other related features, must first be approved by the City of Thousand Oaks prior to performing the work. Unauthorized change(s) or failure to comply with the conditions of this permit may require future corrective work and result in a City Code violation and appropriate action.

13. **Indemnification** – The applicant agrees to defend, indemnify and hold harmless the City, its agents, officials, and employees from any claim, action or proceeding against the City or its agents, officials or employees to attack, set aside, void or annul an approval of the City. The City shall promptly notify the applicant of any claim, action or proceeding and the City shall cooperate fully in the defense.
14. **Signed Acceptance of Conditions** – A signed Acceptance of Conditions affidavit shall be executed by the applicant and property owner, or his duly authorized representative, and shall be returned to the Community Development Department prior to the issuance of a building permit.
15. **Other Applicable Permits** – All entitlements and conditions of approval associated with prior onsite development approved by the City of Thousand Oaks (OTP 919, Z 90-659, DP 92-695 and DP 92-695 Minor Modification No. 1) are rescinded, voided and of no further effect. The property’s Title Report is to be updated to remove references to Covenants, Agreements and Declarations required by the permits which are rescinded, voided and of no further effect.
16. **Levine Act Compliance** – California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a permit, license, or entitlement if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party/applicant, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$250 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties/applicants to a permit, license, or entitlement to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party/applicant and their agents/representatives.

In order to assure compliance with these requirements, Applicant has provided the disclosure requirements identified in the Levine Act Disclosure Statement, attached as Exhibit XX, incorporated herein by reference, and Applicant verifies by its signature that it has completed Exhibit XX in compliance of these requirements.

Applicant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a permit, license or entitlement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member for the 12 months prior to approval of this permit, license or entitlement, and for the 12 months following approval.

ENVIRONMENTAL MITIGATION MEASURES

17. **Mitigation Compliance** – All applicable mitigation measures contained in Appendix C of the Thousand Oaks Boulevard Specific Plan (SP-20, Amended August 2016) and Addendum to EIR No. 327 shall apply to this entitlement. Prior to the issuance of any grading or building permit, the applicant shall submit a written report demonstrating that all mitigation measures imposed by the City to either reduce or avoid significant environmental impacts identified in Addendum to the EIR No. 327 have either been incorporated in the project design or undertaken as required. Final determination of compliance with imposed mitigation measures pursuant to the requirements of Section 21081.6 of the Public Resources Code shall in turn be subject to the review and approval of the Community Development Department.

CULTURAL RESOURCES

18. **Archaeological Discovery Protocol** – Impacts to cultural resources shall be minimized through implementation of pre- and post-construction tasks. Tasks pertaining to cultural resources include the development of a Cultural Resource Monitoring and Inadvertent Discovery Plan (Cultural Resources Plan). The purpose of the Cultural Resources Plan is to outline a program of appropriate monitoring as well as treatment and mitigation in the case of an inadvertent discovery of cultural resources during ground-disturbing phases (including, but not limited to, pre-construction site mobilization and testing, grubbing, removal of soils for remediation, construction ground disturbance, construction grading, trenching, and landscaping) and to provide for the proper identification, evaluation, treatment, and protection of

any cultural resources throughout the duration of the Project. This Cultural Resources Plan shall define the process to be followed for the identification and management of cultural resources in the Project area during construction. The Cultural Resources Plan shall be provided to the Santa Ynez Band of Chumash Indians for review and comment. The existence and requirement to comply with the Cultural Resources Plan shall be stated on all Project plans intended for use by those conducting the ground-disturbing activities.

19. **Conditional Archaeological and Tribal Monitoring** – Prior to the issuance of a grading or other permit allowing ground disturbing construction activities, the Applicant shall retain a Native American monitor approved by the Santa Ynez Band of Chumash Indians and a qualified archaeologist, meeting the Secretary of the Interior’s Professional Qualification Standards, to oversee the archaeological monitoring of initial (first movement of soils within each ground disturbance location at complete horizontal and vertical extents) ground disturbances that occur in native soils either through fulltime or spot monitoring as determined by intact native soils would only exist within the Building C footprint and only between 7.5 to 16 feet below ground surface. The qualified archaeologist should oversee and adjust monitoring efforts as needed (increase, decrease, or discontinue spot monitoring frequency) based on the observed potential for construction activities to encounter cultural deposits. The archaeological monitor should be responsible for maintaining monitoring logs. Following the completion of construction, the qualified archaeologist should provide an archaeological monitoring report to the City, the Santa Ynez Band of Chumash Indians and the South Central Coastal Information Center with the results of the cultural monitoring program.

20. **Inadvertent Discovery of Archaeological Resources** – In the event that archaeological resources (sites, features, or artifacts) are exposed during ground disturbing activities for the Project, all construction work occurring within 100 feet of the find should immediately stop until a qualified archaeologist, meeting the Secretary of the Interior’s Professional Qualification Standards, can evaluate the significance of the find and determine whether or not additional study is warranted. Depending upon the significance of the find under the California Environmental Quality Act (14 CCR 15064.5(f); California PRC Section 21082), the archaeologist may simply record the find and allow work to continue. If the discovery proves significant under CEQA, additional work, such as preparation of an archaeological treatment plan, testing, or data recovery, may be warranted. If Native American resources are discovered or are suspected, the Native American monitor shall be notified and as dictated by California Health and Safety Code Section 7050.5, California Public Resources Code Section 5097.98, and CEQA Guidelines Section 15064.5(e).

21. **Discovery of Human Remains** – If human remains are encountered during implementation of any phase of the project, the project archaeologist shall temporarily

divert or redirect excavation activities in the vicinity of the find in order to make an evaluation of the find and notify the City and Santa Ynez Band of Chumash Indians within 24 hours of the find. In the event that human remains are inadvertently encountered during construction activities, such resources would be treated in accordance with state and local regulations that provide requirements with regard to the accidental discovery of human remains, including California Health and Safety Code Section 7050.5, California Public Resources Code (PRC) Section 5097.98, and CEQA Guidelines Section 15064.5(e). In accordance with these regulations, if human remains are found, the County Coroner must be immediately notified of the discovery. No further excavation or disturbance of the Project Site or any nearby area reasonably suspected to overlie adjacent remains can occur until the County Coroner has determined, within 2 working days of notification of the discovery, if the remains are potentially human in origin. If the County Coroner determines that the remains are, or are believed to be, Native American, he or she is required to notify the Native American Heritage Commission (NAHC) within 24 hours. As required by PRC Section 5097.98, the NAHC will notify the person or persons it believes to be the Most Likely Descendent (MLD) from the deceased Native American. The MLD must follow the procedures and preliminary treatment options in the Cultural Resource Monitoring and Inadvertent Discovery Plan (CRMDP) and make a recommendation to the City and Santa Ynez Band of Chumash Indians for means of treating, with appropriate dignity, the human remains, and any associated grave goods as provided in PRC Section 5097.98. If more than one MLD is designated for the Project by the NAHC, each MLD shall be consulted regarding the handling of the human remains, and any associated grave goods and/or burial related soils. Burial associated grave goods and soil shall be reinterred with the associated burial.

BIOLOGICAL RESOURCES

22. **Nesting Bird Survey** – If project activities (i.e. demolition, grading, construction, landscaping, tree encroachment, pruning and/or removal, etc.) occur between February 1st and September 1st, a breeding bird survey is required to be conducted and active nests shall be avoided with a minimum buffer distance as determined by a qualified biological monitor. To prevent disturbance of any active nests, a 300-foot radius for raptors and 100-foot radius for all other bird species is required until all juveniles have fledged, or the nest is abandoned.

AIR QUALITY

23. **Air Filtration Requirements** – Prior to issuance of a certificate of occupancy the project must demonstrate compliance with California's Building Energy Efficiency Standard (24 CCR, , Subchapter 10, Section 160.2(b) 1 C) which limits particulate infiltration by installing and maintaining air filtration systems equal to or exceeding the identified filter efficiencies as defined by the American Society of Heating,

Refrigerating and Air Conditioning Engineers (ASHRAE) Standard 52.2. All filtration devices provided must meet the minimums identified in Project Freeway Health Risk Assessment dated February 2024. The leasing office shall provide notification/disclosure to all future residents of the project site of the potential risk from the I-101 Freeway related to the increased risk of exposure to diesel particulates from the freeway when windows/doors are open and when outside at the recreation areas.

BUILDING SAFETY AND CONSTRUCTION

24. **Condition Execution** – Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining final building inspection clearance and/or prior to obtaining any occupancy clearance, unless stated otherwise herein. Deviation from this requirement shall be permitted only by written consent of the Community Development Director or designee.
25. **Final Plans** – Prior to the issuance of a building permit, final site, grading, floor, elevation and roof plans shall be submitted for the review and approval of the Community Development Department. Said plans shall incorporate any design change and other requirement as conditioned herein.
26. **Approval Inclusion** – The following shall apply:
 - a. This approval, in its entirety as adopted, shall be included in the initial plan-check submittal that is submitted to the Building Division. The approval and conditions shall be copied directly onto plan sheets and included as part of the project plans throughout the plan-check process and shall be part of the project plans for which building permits are issued.
 - b. All agreements, development standards, use allowances contained in SP-20 and DAGR 2023-70001 shall apply to this approval.
27. **Preconstruction Meeting** – Prior to issuance of a grading permit, the applicant shall coordinate with the Community Development and Public Works Departments including, a preconstruction meeting at the job site to review field conditions, project conditions, methods and procedures, individual and City department responsibilities associated with the project. Members attending this meeting shall include but not be limited to City department representatives, City landscape consultant/arborist, owner or designated project coordinator, architect, project consultants, project landscape consultant general contractor and other representatives associated with the project. The meeting shall be arranged no sooner than one (1) week prior to commencement of work.
28. **Construction Progress** – Once permits have been issued to commence work on the improvements, it is the applicant's/owner's responsibility to diligently pursue completion per all conditions, requirements and as represented on the approved

plans. Reasonable progress shall occur on a continual basis until completion to the satisfaction of the Community Development Director. Work shall not be discontinued for a period exceeding 30 days, without acceptable cause. The intent is to have the project completed in a timely fashion to prevent a potential blight from partially completed construction.

29. **Phasing** – The project shall be graded and constructed in a single phase as specified and in accordance with the parameters contained in the recorded Development Agreement (DAGR 2023-70001).
30. **Hours of Construction** – All grading and construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday with no construction activity permitted on Sunday. Construction workers and vehicles shall not be permitted to congregate in the residential neighborhood or onsite before and after the construction hours authorized herein. Likewise, warming of equipment engines shall not be permitted outside the allowable construction hours.
31. **Construction/Security Fencing** – Prior to the issuance of a grading/building permit, the applicant shall install a temporary five (5) foot high chain-link fence within the limits of the proposed development area. Said fencing shall be provided for purposes of maintaining security, as well as containing trash and debris on-site. The fence shall remain in place during all phases of construction and shall be maintained until no longer needed for trash and debris control as determined by the Community Development Department. The applicant shall be responsible for pick-up of trash and debris on a weekly basis during building construction operations.
32. **Occupancy** – No final inspection or final occupancy permit shall be granted until construction and landscaping are complete in accordance with the approved plans and the conditions required herein.
33. **City's Recycling Program** – The project's owner shall participate in the City of Thousand Oaks recycling program, which collects cardboard, plastics, glass and mixed paper and shall attempt to use post-consumer building materials (recycled products) whenever possible in the construction of the project.
34. **Rodent Control** – The applicant shall submit a rodent control plan to the Community Development Department prior to the issuance of any building permit, which shall include measures to protect adjacent and nearby properties from any rodent displacement during the project demolition and construction activities.
35. **Parking/Materials Storage During Construction** – All construction equipment, materials, and related contractor vehicles shall be located on-site during all phases of development.

GRADING

36. **Final Detailed Grading, Paving and Drainage Plan Submittal** – Prior to issuance of a grading permit, a final detailed grading, paving and drainage plan demonstrating compliance with all imposed conditions of this Development Permit shall be submitted for review and approval by the Community Development and Public Works Departments.
37. **Certified As-Built Grading** – Prior to issuance of a building permit, a rough grading completion certification on the City standard form, shall be prepared and signed by the applicant's Civil Engineer and submitted to the Public Works Department. Said certificate shall state that the graded pad design and pad elevations are consistent with the pad elevation and grading details shown on the conceptual grading plan, and grading plan/exhibits labeled "Project Plan Set," date stamped February 15, 2024.
38. **APCD Permit** – The applicant shall obtain all necessary clearances from the Ventura County Air Pollution Control District (APCD) prior to beginning any construction activity.
39. **Dust Prevention** – In order to prevent excessive amounts of fugitive dust, all materials excavated (on-site) shall be controlled for with Ventura County Air Pollution Control District methods, which includes adherence to Rule 50 (Opacity) that sets opacity standards on the discharge from sources of air contaminants. This rule would apply during construction of the proposed project, specifically grading activities, Rule 55 (Fugitive Dust) that requires dust generators to implement control measures to limit the amount of dust from vehicle track-out, earth moving, bulk material handling, and truck hauling activities, and Rule 55.2 (Street Sweeping Equipment) that requires the use of PM₁₀ efficient street sweepers for routine street sweeping and for removing vehicle track-out pursuant to Rule 55. The project is to comply with the City of Thousand Oaks Water Conservation Ordinance Requirements. Level 4 Conservation Measures prohibit potable water use for dust suppression unless approved through a City waiver. For more information see: <https://www.toakswater.org/conservationstages>.
40. **Exporting/Importing Earth Materials** – Any exporting or importing of earth material and debris shall be authorized by permit issued by the Public Works Department. The developer shall comply with an approved haul route to and from the project site and shall coordinate the hauling of this material with the Public Works and Community Development Departments to minimize traffic disruptions and disturbances to the project area. The exporting and importing of any earth materials to new sites within the jurisdiction of the City of Thousand Oaks shall be subject to the review and approval by the Planning Commission unless such sites have previously been approved for development with an active entitlement, and said grading is in

accordance with Public Works Department approved plan for the project.

COMMUNITY DEVELOPMENT DEPARTMENT –

CONDITIONS FOR SUP 2023-70011

BUILDING FORM AND ARCHITECTURAL DESIGN

- 41. **Architectural Building Design** – Unless otherwise modified herein or within the Development Agreement, the architectural design shall comply with the building plans as shown in the attachments labeled “Project Plan Set,” dated February 15, 2024, and attached to the Planning Commission staff report dated February 15, 2024. Prior to the issuance of a building permit, fully dimensioned and detailed architectural drawings shall be submitted for review and approval by the Community Development Department, with all elevations coordinated with color, materials, and architectural form to achieve design harmony and continuity.
- 42. **Colors and Materials Board** – All exterior materials and colors shall match or be upgraded from those depicted on the exhibits labeled “Project Plan Set,” date stamped February 15, 2024 and as conditioned herein, subject to review and approval of the Planning Division of the Community Development Department. Changes to materials which are not comparable or better must be approved by the Planning Commission. Prior to the issuance of a building and/or grading permit, a final color and materials sample board, including, but not limited to, specific materials and paint manufacturer colors, shall be submitted for the review and approval by the Community Development Department. The applicant shall indicate the type of finish on the revised plans and materials and colors sample board.
- 43. **Front, Side, and Rear Yard Setbacks** – All structural and landscape setback requirements from property line shall be provided as depicted on the submitted “Project Plan Set” dated February 15, 2024, as required in SP-20 and as follows:

Building Setbacks			
Building A	Required (ft.)	Proposed (f.t)	Complies
Front (North):	First Floor Maximum: 15	98.5	Yes (Concession)
	Third Floor Average: 10	10	Yes
	Fourth Floor: N/A	110	N/A
Right (West):	First Floor Minimum: 10	12.58	Yes
Building B	Required	Proposed	
Front (North):	First Floor Maximum: 15	15	Yes
	Third Floor Average: 10	10	Yes

	Fourth Floor: N/A	32.6	N/A
	Fifth Floor: N/A	215	N/A
Left (East):	First Floor Minimum: 10	15	Yes
Rear (South)	First Floor Minimum: 10	56.16	Yes
Building C	Required	Proposed	
	First Floor Minimum: 10	10	Yes
Right (West):	Fourth Floor: N/A	21.33	N/A
	Fifth Floor: N/A	31.5	N/A
Rear (South)	First Floor Minimum: 10	10	Yes
	Fifth Floor: N/A	20	N/A

44. **Building Heights** – The maximum building heights shall be provided as shown on the elevation plans as shown in the “Project Plan Set,” dated February 15, 2024. The average height shall not exceed 45 feet and absolute maximum height at any point from adjacent finished grade shall not exceed 62 feet.
45. **Façade Articulation** – Façade articulation, including setbacks, material offsets as well as significant, major, and minor massing breaks shall be provided as show in the “Project Plan Set” dated February 15, 2024.
46. **Building Design** – Unless otherwise modified herein or within the associated Development Agreement, the proposed design of the building shall be constructed substantially as depicted on the building elevations and perspectives as shown in exhibits labeled “Project Plan Set,” dated February 15, 2024, including but not limited to:
- a. Building B west building façade length shall incorporate a courtyard at the midpoint of the building and extending no less than 215 feet from the front property line. The courtyard is necessary to accommodate massing break for the building.
 - b. Northeast portion of Building A shall include a minimum of 1,500 square feet of commercial area.
 - c. Increased 4th and 5th floor setbacks, as provided in the Buildings Setback Table above.
47. **Building Colors/Materials and Elevations** – Unless otherwise approved by the Community Development or within the associated Development Agreement, the proposed design of the building shall be constructed substantially as depicted on the building elevations and perspectives as shown in exhibits labeled “Project Plan Set,” dated February 15, 2024, including but not limited to:
- a. Provision of heavy-gauge, decorative screening material for parking garage

openings.

- b. Fiber cement wood tone siding at Building B parking garage opening.
 - c. Enhanced architectural building materials shall be provided on the north and west buildings elevations as shown in exhibits labeled “Project Plan Set” dated February 15, 2024, and including but not limited to:
 - i. Textured or dimensional brick veneer;
 - ii. Fiber cement siding;
 - iii. Corrugated metal paneling;
 - iv. Fiber cement wood siding; and
 - v. Stucco shall be permitted on the remainder of the project.
48. **Window Design** – Window recesses, insets, trim and other window elements shall be designed as shown in exhibits labeled “Project Plan Set” dated February 15, 2024, including but not limited to:
- a. Windows shall be recessed at a minimum depth of at least two inches (2”) from glass face to wall edge around the windows if there is no trim.
 - b. Windows shall be inset a minimum of two-inches and include a decorative trim element.
49. **Window Materials** – Windows frames must be made of vinyl, or aluminum, fiberglass, wood, or manufactured wood; or another material with a wood grain texture finish as reviewed and approved by the Community Development Department.
50. **Window Divided-Lites/Mullions** – Divided-lite windows, where utilized, must consist of true/full divided-lites or simulated divided-lites, in accordance with the following standards:
- c. Muntins or grids must project at least three-eighths of an inch (3/8”) from the glass surface.
 - d. Muntins or grids must be used on both the exterior and interior of the glass.
 - e. For simulated divided-lites, spacers must be used between panes.
51. **Storefront Window Area** – A minimum of 65% of the commercial storefront façade provided shall have transparent window area and minimum three-inch recess as shown in the “Project Plan Set” date stamped February 15, 2024.
52. **Residential Direct Outdoor Primary Access** – Primary entrances to first-floor residential units with direct exterior access shall be provided as shown on plans date stamped February 15, 2024.
53. **Emergency Exit/Service Doors** – All exterior emergency exit and service doors as viewed from public streets shall be decorative and located in recessed vestibules of

sufficient depth to accommodate the installation of overhead recessed security light fixtures. Other doors not viewed from public streets may be illuminated by either the same method or by the installation of decorative architectural light fixtures. Said doors shall be operated from the inside with appropriate approved hardware and shall be alarmed. No exposed hardware including door latches shall be permitted on the exterior surface of any door. Any access from the exterior shall be limited to key activated hardware locks only. All such doors shall be painted or treated a color to match the adjacent exterior finish of the building or as approved herein. Design and location of all doors shall be subject to review and approval by the Community Development and Police Departments.

54. **Flat Roof Areas** – Flat roof areas and parapet walls exposed to view from surrounding areas shall be color-coded to blend with the exterior wall finishes, subject to the review and approval of the Community Development Department.
55. **Exterior Trash Enclosures** – Exterior trash enclosures shall consist of solid masonry walls plastered to match the building's exterior with metal gates set in metal frames and shall be protected with a solid overhang roof structure subject to review by the Community Development Department and Public Works Departments. Trash enclosure areas shall be designed in accordance with the City's adopted trash area design criteria. Trash enclosures will be constructed to have outside visibly to reduce the possibility of camping or sleeping in the area. Prior to the issuance of a building permit, the developer is to provide a signed letter from the City's solid waste service provider to the Community Development Director and Public Works Director confirming the trash enclosure has been designed consistent with their operational needs. Prior to the issuance of a building permit, the final design and locations for trash enclosure areas shall be submitted for review and approval by the Community Development and Public Works Departments.

During the project's operational phase, exterior trash enclosures shall be kept closed and locked during non-business hours to discourage, loitering, illegal dumping and theft.

56. **Outside Storage** – No outside open storage of any kind shall be permitted on the site, including recycled materials, packaged materials or materials within containers. There shall be no outside containers for the purposes of storing items, such as cargo containers, unless otherwise approved through an evaluation process set by the Community Development Department Director including any necessary noticing requirements and documents deemed required by the Director.
57. **Roof Access** – Access to the building roof shall only be from the interior of each building and shall be secured with appropriate hatches and locked when not being used. Exterior ladders are prohibited. Design, location and security requirements of said access shall be subject to approval of the Community Development Department

and the Police Department.

58. **Downspouts** – Downspouts shall be avoided or concealed within the building walls at specific feature corner elements, such as the commercial/retail corner or any façade viewable from Thousand Oaks Boulevard. Any downspout not concealed within the building walls must be painted to match the wall behind.
59. **Roof-Mounted Mechanical Equipment** – All roof-mounted mechanical equipment, including air conditioning, roof fans and any other similar equipment, as well as roof ladder protrusions, shall be located within the mechanical equipment enclosures as depicted on “Project Plan Set,” date stamped February 15, 2024. Said equipment shall be screened from public view including Thousand Oaks Boulevard, Lombard Street, 101 Freeway, and from properties adjacent to and within the project site. Roof screening treatment shall be designed in a manner that is integrated with the building design.

Prior to issuance of a building permit, final detailed cross-section drawings, studies, equipment manufacturer’s catalogue cuts, brochures, specifications and specific exhibits and roof equipment locations shall be submitted for the review and approval of the Community Development Department. After installation if any roof mounted equipment is visible from public view, additional screening will be required. The design and extent of said screening shall be subject to the review and approval of the Community Development Department.

60. **Surface-Mounted Mechanical Equipment** – All surface-mounted mechanical equipment, including transformers, terminal boxes or meter cabinets, shall be screened by landscaping or enclosed by solid decorative masonry walls or stucco wood frame and solid wood gates of a material which is integrated into the character and materials of the project and/or surrounding landscaping design subject to the review and approval of the Planning Division of the Community Development Department and other City utility providers.
61. **Utility Lines** – All new utility service lines shall be installed underground.
62. **Existing Overhead Utility Poles and Utility Lines Undergrounding** – Prior to the issuance of a Certificate of Occupancy, the existing 66KV and all other associated overhead utility lines located within the project site and adjacent to the project site along East Thousand Oaks Boulevard shall be installed underground, as set forth in the Development Agreement DAGR 2023-70001. All existing utility poles shall also be removed, other than the riser pole at the southern edge of the property, and a riser pole on either the north side of Thousand Oaks Blvd (or at Hillcrest Drive), in accordance with DAGR 2023-70001. The undergrounding of SCE overhead utility poles and utility lines will extend north along Hodencamp Road under the terms of

DAGR 2023-70001 unless the City and Applicant, Owner or any other party assigned the rights to the project approvals agree to alter the undergrounding plan under the terms of the development agreement. City and any party subject to these conditions will enter into a reimbursement agreement for the cost of undergrounding as set forth in DAGR 2023-70001.

63. **Backflow Device** – Any proposed backflow device shall be screened from public view, subject to review and approval by the Community Development and Public Works Departments.

PARKING, ACCESS, AND DRIVEWAY

64. **Required Parking** – A minimum of 475 total parking spaces shall be provided for the project, consisting of 48 commercial spaces, 408 residential spaces, and 19 “surplus” guest parking spaces, as shown on site within “Project Plan Set,” date stamped February 15, 2024. A maximum 50% reduction of surplus guest parking spaces may be permitted upon review and approval of the Community Development Department. The commercial and residential parking shall be spatially distinct and independent of each other. All parking spaces and driveway aisles shall be designed in accordance with Section 9.4-2404 of the Municipal Code and SP-20. Any minor change to parking or future development on the subject property shall be reviewed and evaluated by the Community Development Department. Any substantial change may require the filing of a modification application to be considered by the Planning Commission.
65. **Buildings B and C Parking Garage Design** – The floor level above the parking structure shall not exceed six (6) feet above finished grade for more than fifty (50%) percent of the perimeter and shall not exceed twelve (12) feet above finished grade at any point, as shown on site within “Project Plan Set,” date stamped February 15, 2024.

Any exposed elevation associated with the below-grade parking structure shall be designed to reflect architectural compatibility with existing or proposed structure. Any above-grade, visible portions of the exterior elevations of the below-grade parking structure shall be designed to minimize the use of blank facades through the combined use of appropriate architectural treatment such as heavy textured concrete, planters, openings, indentations, and projections of exterior walls to provide visual interest. at least 20% of the daylighting portion of the garage, must consist of windows or other openings.

66. **Parking Striping** – All parking spaces shall be identified with double four inch (4") wide stripes at sixteen inches (16") on center as specified in Section 9-4.2404(a)(2) of the Thousand Oaks Municipal Code.

67. **Multi-Family Residential Compact Parking** – Maximum permitted compact parking spaces shall not exceed thirty-five percent (35%) parking spaces based on the total parking requirements as indicated under Section 9-4.2404(d)(1)(i). No overhang compact parking space shall be permitted within five (5) feet of any vertical obstruction.
68. **Commercial Compact Parking** – Maximum permitted compact parking spaces shall not exceed twenty-five percent (25%) parking spaces based on the total parking requirements as indicated under Section 9-4.2404(d)(1)(iii). No overhang compact parking space shall be permitted within five (5) feet of any vertical obstruction.
69. **Parking Stall Dimensions** – The dimensions and design of all standard (non-compact or ADA) parking stalls shall be installed as required in Article 24, Chapter 4, of Title 9 of the Thousand Oaks Municipal Code. Parking stall lengths for stalls that overhang a landscape planter shall be reduced from twenty (20) feet to a depth of eighteen (18) feet to allow the remaining two (2) feet to be converted to landscaping. A width of nine (9) feet shall be required for all parking spaces.
70. **Parking Stall Clearance** – Parking spaces located adjacent to walls must be at least one (1) foot wider to accommodate door opening clearance and vehicle maneuverability. Parking located adjacent to columns within a parking structure also must be one (1) foot wider except for columns placed within four feet of the front or back of a stall.
71. **Parking Overhang/Path of Travel** – Where head-in parking spaces are located adjacent to a path of travel, the minimum path of travel sidewalk width shall not be less than seven (7) feet to accommodate a minimum clear sidewalk width of four (4) feet, allowing three (3) feet for the parking overhang.
72. **Loading Zone** – One loading zone at Building B, shall be provided and maintained. The loading zone shall be not less than twelve (12) feet in width by twenty-five (25) feet in depth by fourteen (14) feet in height pursuant to TOMC Section 9-4.2405.
73. **Temporary Parking Area** – A designated temporary parking area to accommodate pick-up and/or drop-off activities by delivery and rideshare companies, (i.e. DoorDash®, Uber®, Lyft®, Relay Rides®, etc.) shall be provided at the northeast corner of Building C. Appropriate curb designations and signage indicating the hours of operation shall be provided to ensure this area is utilized for these short-term uses and not for the parking of vehicles. All signage is subject to review and approval by the Public Works and Police Departments.
74. **Parking Restriction** – No parking space shall be utilized for overnight storage of vehicles, other than tenant vehicles.

75. **Parking Management Program** – Prior to occupancy of the project, a Parking Management Program shall be designed and submitted to ensure that proper parking assignments for tenants, guests, and employees are established within the parking structure and designated exterior spaces, as well as address timing and procedures for moving activities and moving-related vehicles/vans for all residential, commercial tenants and live/work units.

All parking stalls within below-grade parking structures shall be designed for the use of owners, tenants, residents, and employees only. A physical barrier shall be provided separating residential and commercial parking stalls.

As part of the Parking Management Program, the applicant shall provide appropriate signage and develop an action plan to prevent parking from spilling off-site onto adjacent locations/properties and prevent residential use of exterior parking spaces intended for the commercial operations on the site. Said program shall be subject to the review and approval by the Community Development, Public Works and Police Departments.

76. **Pedestrian-Friendly Roadway Design** – The internal roadway shall provide raised crosswalks, utilize cast in place concrete with enhanced finish (such as topcast and sawcut patterning), and install bollards as shown on the “Project Plan Set” dated February 15, 2024. Final materials and design shall be subject to review and approval by the Community Development, Public Works, and Fire Departments.
77. **Decorative Sidewalk Treatment** – The use of decorative material such as rock, tiles, pavers, cast in place concrete with enhanced finish, or similar patterned material shall be provided at the pedestrian entrance(s) to each building, including but not limited to pedestrian access from Thousand Oaks Boulevard and the commercial uses, as well as between Lombard Street Boulevard and Building A. The materials and colors shall be submitted to the Community Development Department for review and approval prior to issuance of building permits. The installation and materials shall comply with ADA and Title 24 disabled access requirements for path-of-travel areas.
78. **Pedestrian Walkways** – The applicant shall utilize a decorative and contrasting surface material and/or color, such as cast in place concrete with enhanced finish, for the pedestrian building entrances and internal road cross-walks, as depicted within the “Project Plan Set,” date stamped February 15, 2024. The materials and colors shall be submitted to the Community Development Department for review and approval prior to issuance of building permits. The installation and materials shall comply with ADA and Title 24 disabled access requirements for path-of-travel areas.
79. **Driveway Entrances** – The project’s two-way driveway aisle entrances from

Thousand Oaks Boulevard and Lombard Street shall be composed of decorative paving materials (such as at-grade cast-in-place concrete with enhanced finish), subject to the review and approval by the Community Development and Public Works Departments.

80. **Driveway and Parking Lot Grades** – The driveway and parking lot shall be designed as depicted on grading within “Project Plan Set,” date stamped February 15, 2024. All parking lot areas shall have a maximum gradient slope of 2.5% and parking spaces shall have a maximum cross-slope of 2%. All driveways including exterior and interior shall have a slope no greater than 7% and each ramp in the parking garage shall not exceed a maximum of 10% gradient as specified under Section 9-4.2405(a) of the Municipal Code unless otherwise approved by the Community Development and Public Works Departments.

LANDSCAPING

81. **Parking Lot Shade Coverage** – The applicant shall provide ten (10%) percent shade coverage in all surface parking areas within fifteen (15) years per Section 9-4.2409(a)(6)(i) of the Municipal Code.
82. **Parking Lot Finger Planters** – A tree shall be planted at the ends of each finger planter per Landscape Guidelines Resolution No. 2007-116 as depicted within the “Project Plan Set,” date stamped February 15, 2024.
83. **Added Landscaping for Compact Parking and Parking Structure** – The project shall provide a minimum 5 feet of landscaping anywhere the parking garage daylights. An alternate landscaping proposal (considering size, quantity, tree type, siting) shall be reviewed and approved by the City of Thousand Oaks Community Development Director during plan check.
84. **Garage Screening** – The perimeter of any below-grade parking structure, above grade, visible to view, shall be provided with a landscape planter of at least five (5) feet in width at ground level unless otherwise recommended or required by the Community Development Department, including the Building Division.
85. **Landscape Design Compliance/Approval** – All landscaping and irrigation improvements shall be designed and installed in accordance with the City’s Guidelines and Standards for Landscape Planting and Irrigation (Resolution No. 2007-116). All landscape plans shall demonstrate compliance with the State of California Model Water Efficiency Landscape Ordinance (MWELO).

Complete landscape and irrigation plans reflecting compliance with all imposed conditions of project entitlements shall be submitted and receive final decision prior

to the issuance of any grading permit and building permits. Said plans shall be subject to review and approval by the Community Development and Public Works Departments.

The location of light fixtures shall be shown on the landscape plans to ensure no conflict occurs between placement of trees/shrubs and light fixtures and to avoid plant growth interference with the level of illumination. The use of reclaimed water for landscaping where available is encouraged.

86. **Landscaping and Irrigation** – Landscaping shall be designed using xeriscaping techniques; i.e. drought-tolerant low water-using plants and as allowed in SP-20. The use of lawn, grasses, and turf shall be minimized. Landscape irrigation systems shall likewise be designed using low-output sprinklers and/or drip automatic timed controls.
87. **Landscape Planters** – All landscape planters and fingers shall be planted with shrubs, trees and flowers subject to the review and approval of the Community Development Department. Trees planted on the podium will be installed in either raised planters constructed of masonry or cast in place concrete, or in depression cast into the podium deck as depicted within the “Project Plan Set,” date stamped February 15, 2024. A minimum of 42” of soil depth and minimum horizontal dimension of 2 times the root ball must be provided unless otherwise approved by the City landscape consultant and Building Division.
88. **Landscaping Material Selection** – All new landscaping treatment shall consist of combinations of minimum fifteen (15) gallon, twenty-four inch (24”), thirty-six inch (36”) and forty-eight inch (48”) box size deciduous and evergreen trees as well as five (5) and fifteen (15) gallon shrubs. Larger size trees may be required to complement the building’s facades. The type of landscaping material shall be selected in a manner that blends with existing landscaping treatment in the area. Additional planters, small trees, and other vegetation shall be included on the 5th level of the south elevation of buildings B and C, subject to approval by the Ventura County Fire District. The specific size, number and species of plant materials used shall be included on the landscape plans subject to review and approval by the Community Development Department.
89. **Final Landscape Plans** – The submitted preliminary landscape plan is approved in concept only. Prior to the issuance of a grading and building permit, final construction landscape and irrigation plans reflecting compliance with all imposed conditions of project entitlements shall be submitted under separate permit for review and approval by the Community Development Department through a Landscape Plan Check application. Any landscape and irrigation improvements shall be designed and installed in accordance with the City’s Guidelines and Standards for Landscape Planting and Irrigation Plans (Resolution No. 2007-116).

90. **Public Exterior Space and Common Amenity Space** – Potted landscaping and built-in tree wells shall be provided within the exterior public space and common amenity areas as shown on the conceptual landscape plan within the “Project Plan Set,” dated February 15, 2024. Said plant materials shall be incorporated on the required final landscape plan.

FENCES, AND WALLS

91. **Existing Chain-link Fencing** – Any existing chain-link fencing shall be removed, but may be re-used as temporary construction fencing and repositioned in order to preserve and protect on-site oak and landmark trees as determined by the Project’s Tree Consultant and the Community Development Department.
92. **Wall/Fence/Gate Design** – All walls, fences, and gates shall be constructed of decorative material(s) that match the materials and style of the primary buildings. Final detailed drawings of all walls and fencing including elevations, material selections and site plan locations shall be submitted prior to the issuance of any building permit, subject to review and approval of the Community Development and Public Works Departments. Chain link fencing is not approved for any wall, fence or gate.
93. **Screen Walls or Hedge** – Screen walls along the eastern and southern property lines shall provide a decorative cap detail along the entirety of the wall(s) and painted to match the new development prior to final occupancy. Prior to the issuance of a grading permit, such design shall be submitted for review and approval by the Community Development, Public Works Department, and Caltrans.
94. **Retaining Walls** – Retaining walls along the eastern and southeastern property lines shall consist of masonry with stucco slim coat material, pilasters at 40-foot intervals, and decorative cap. All other retaining walls shall be constructed of a decorative masonry material with a decorative cap that match the materials and style of the primary buildings. All retaining walls shall be limited to a maximum exposed height of six (6) feet, unless otherwise authorized by the Community Development and Public Works Departments for purposes of lessening the amount of grading without negatively impacting public views of the property. In no case shall retaining walls exceed twelve (12) feet. All retaining walls shall incorporate the design and materials utilized on the buildings and be softened by the installation of landscaping adjacent to the wall. Where such walls are exposed to public view, pilasters and/or horizontal articulation of varying depths shall be provided to break up a long linear monotonous appearance. The design and location of all retaining walls shall be subject to review and approval of the Community Development and Public Works Departments.

LIGHTING

95. **Site Illumination** – Site illumination within the project shall be designed in a manner that is uniform in design and appearance. Parking lot illumination shall be designed in accordance with the City’s parking lot standards and compliance with the California Building Codes applicable at the time of issuance of the permit. Review and approval of such lighting shall be processed under a separate permit. Special design features within these fixtures shall include flat lens and shielding devices to avoid an over-intensification of illumination, to direct the illumination in a downward direction (full cut-off) and to eliminate any spillover of light into adjacent properties and past the centerline of public streets.

All pole lighting utilized shall not exceed 14 feet in height and shall be provided with concrete pedestals finished to complement the earthtone colors of the buildings as shown on site within “Project Plan Set,” date stamped February 15, 2024. All pedestals shall be painted the same color which shall complement one of the main wall colors of the buildings, subject to the review and approval of the Community Development Department. Where pedestrian walkways occur, the height of these fixtures may be reduced in proportion to human scale.

Use of bollard type lighting for safety adjacent to driveways is also encouraged for pedestrian traffic circulation. All lighting attached to these features shall be decorative, oriented in a downward direction, and downward shielded. Prior to issuance of a parking lot electrical permit, a photometric analysis and light fixture catalogue cuts and specifications shall be submitted to the Planning and Building Divisions for review and approval.

96. **Photometric/Light Fixture Catalogues and Specifications** – All exterior lighting shall be processed under a separate permit. Prior to the issuance of any electrical and building permits for exterior lighting, a photometric analysis prepared by a registered Electrical Engineer and accompanied by light fixture catalogs, brochures, and specifications shall be submitted for review and approval by Building and Planning Divisions of the Community Development Department, as well as review by the Police Department.
97. **Light Spillover** – Light spillover may not occur outside property boundaries or past the centerline of public streets.
98. **Restriction of Light Poles** – Light poles are prohibited at the ends of the landscape fingers as the end of landscape fingers are intended to be planted with trees to allow their canopies to cover drive aisles and parking spaces and to reduce the likelihood of a vehicle colliding with a light pole. The location of a light pole within a landscape finger is to be a coordinated effort between a landscape architect and a photometric

engineer. Deviations from this prohibition shall be permitted only by written consent of the Community Development Director or designee.

99. **Decorative Lighting Above Public Area** – Low intensity lighting may be provided above and across the public exterior space.
100. **Lighting on Roof Top Terrace** – No roof illumination shall be permitted except as otherwise needed to comply with building security requirements. The design and location of such fixtures shall be subject to review and approval of the Community Development Department prior to the issuance of a building permit. The rooftop areas shall be illuminated with wall sconces and shall not extend beyond the height of the parapet. Additionally, the rooftop areas may be illuminated subject to the following:
 - a. Cut-off shields shall be installed/maintained on each side of the light fixtures visible from the parapet wall perspectives;
 - b. Motion sensors shall be installed to limit operation of the lighting to times activity is detected on the rooftop areas. Lighting shall be off when no activity is on the rooftop; and
 - c. Stand-alone light standards shall not exceed the height of the parapet.
101. **Wall Lighting** – Wall-pack type light fixtures at building entrance doors, loading areas, and outdoor areas within public view area shall not be permitted. Lighting may be provided by decorative downward shielded light fixtures, recessed in a downward direction from projecting canopies, recessed doorways, and window openings. Decorative architectural light fixtures shall be installed on the building walls. Light fixture cut sheets shall be submitted for review and approval by the Planning Division. Architecturally designed fixed pendant and bracket light fixtures are permitted. The use of such lighting shall be designed to create a uniform illumination generally in a downward direction and not create illumination hot spots on adjacent surfaces.
102. **Light Source** – The use of low-pressure sodium illumination; bright white, high intensity LED; or metal halide lighting is prohibited.

SIGNS

103. **All Signs** – All site and building signage shall be designed to meet the Architectural Guidelines for Commercial Projects (Res. No. 2005-011), Precise Plan of Design Guidelines (Res. No. 2023-61), as well as Title 9, Chapter 4, Article 23 of the Municipal Code and SP-20. The design, color and location of all site and building signs as well as address numbers shall be processed under separate permits. Prior to the issuance of any sign permits, detailed plans shall be submitted for the review and approval of the Community Development Department.

AMENITIES

104. **Private Storage** – A minimum of 56 cubic feet of private enclosed storage area per unit, must be provided in garages, carports or patio areas must be provided as shown on the “Project Plan Set” dated February 15, 2024.
105. **Amenity Play Areas** – The project must provide three (3) open space play areas within the development consisting of one (1) for general use, one (1) for teenagers, and one (1) for younger children. The one play area for children shall include the following:
- a. Have a minimum dimension of 15 feet in any direction unless otherwise approved by the Community Development Director, and a minimum area of 600 square feet.
 - b. Play equipment for children under the age of five (5) must be included in child play areas.
 - c. The play area must be visible to as many units as possible to provide casual surveillance.
 - d. The play area must be separated from traffic and any adjacent streets or parking lots with a fence or other barrier at least four (4) feet in height.
 - e. Seating for adults that are accompanying younger children must be provided.
106. **Public Exterior Space** – The public space located in front of Buildings A and B shall utilize decorative paver stones. The outdoor public and open space area shall incorporate potted plant materials. The size, type, and location shall be identified on the formal landscape plan check review, subject to the review and approval by the Community Development Department.
107. **Maintenance of Common Facilities** – All improvements within common areas of the project including lighting, landscaping, fences, walls, buildings, and other related features shall be properly maintained in accordance with conditions of this permit as well as all applicable ordinances and shall not be altered in any manner without prior approval of the City. Any alteration, removal, abandonment, or discontinuance without prior City approval shall constitute a violation of the Development Permit and conditions and shall be sufficient grounds for a Code Compliance action.
108. **Common On-Site Recreational Amenities for Residents** – The applicant shall provide common on-site recreation amenities for the exclusive use by the residents and/or their guests, which include a swimming pool and associated courtyard with seating areas, interior amenity/fitness room, roof terraces and seating courtyard area as shown on the site, floor and conceptual landscape plans in the “Project Plan Set” dated February 15, 2024.

109. **Common On-Site Recreational Amenities for Guests of Residents** – The applicant shall provide common on-site outdoor public amenities for guests of the project consisting of seating, public art, water feature(s), gardens and roof terraces as shown on the site, floor and conceptual landscape plans in the “Project Plan Set” dated February 15, 2024.
110. **Private Useable Open Space** – A minimum of 25% of residential units facing a street, alley or common interior courtyard must include a balcony, as shown in the “Project Plan Set” dated February 15, 2024. Each residential unit must have direct access to adjoining private open space reserved for the exclusive use of residents of the dwelling unit and their guests. Private open space for each unit must be a minimum of 24 square feet with a minimum dimension of six (6) feet.
111. The applicant shall submit a building cost analysis, including the cost for both buildings and provide on-site public art equivalent to 0.25 percent of the building cost, submit an equivalent in-lieu fee, or combination thereof equaling the required public art percentage value.

COMMERCIAL USES

112. **Notice to Tenants** – The management of the property shall include, as an addendum to all tenant leases, disclosure of the hours of operation for the commercial tenants, including the live/work units, and advisement of the potential for alcoholic beverage consumption and/or live entertainment and special events on the site.
113. **Outdoor Dining Area Limitation** – Outdoor dining areas shall be subject to all requirements as specified in Section 9– 4.2523 of the Thousand Oaks Municipal Code except that no parking spaces are required for the first 500 square feet of outdoor dining per commercial unit. Any outdoor dining area more than 500 square feet shall require 1 space per 100 square feet (as required by SP-20).
114. **Outdoor Dining Enclosure** – Outdoor dining areas shall be reviewed in conjunction with any proposed future restaurants and the applicant shall submit a sample of the enclosure materials and colors for review and approval by the Community Development Department prior to installation.
115. **Advertising Prohibited on Furniture for Outdoor Dining Areas** – Tables, chairs and/or umbrellas within any outdoor customer dining area shall be consistent in materials with the design requirements for the commercial component of the project and shall not contain any advertising or signs.
116. **Outdoor Dining Furniture** – The design, colors, and materials of the furniture proposed for the outdoor customer seating area shall be subject to the review and

approval of the Community Development Department. The applicant shall submit cut sheets and/or brochure information for review and approval by the Community Development Department.

117. **Path of Travel** – A minimum four (4) foot wide path of travel shall be maintained for pedestrian and disabled access circulation to and within any proposed outdoor customer seating area.
118. **Storefront Window Display Area** – Product display and product display window areas shall comply with the following standards:
 - a. The bottom of any window or product display window may not be more than three and one-half feet above the adjacent sidewalk.
 - b. Product display windows must have a minimum height of four feet and be internally lit.
119. **Commercial Operations** – Commercial-only use areas must include direct service to customers on site and may not include those businesses which only serve off-site customers through delivery services. All on-site commercial operations shall provide services from the tenant space to the public. No “delivery-only” operations are permitted.
120. **Delivery Hours** – Deliveries for the commercial uses shall be limited to the hours of 7:00 A.M. to 7:00 P.M., seven days a week. Should any verified complaint of a nuisance occur as a result of delivery hours and/or operations, the City may add or modify a project condition to change the delivery hours and/or operation to mitigate the nuisance.
121. **Truck Deliveries** – Delivery vehicle engines shall be turned off during loading/unloading activities. Signage expressing this condition of approval shall be posted at designated loading areas.
122. **Live/Work Units** – The Community Development Director shall determine the appropriateness of all uses within the designated work/live unit. Other business operations requiring interpretation as a permissible use shall be considered by the Community Development Director through an appropriate permit process. The designated work/live units as shown on the “Project Plan Set” dated February 15, 2024 shall comply with the following:
 - a. The work portion of the tenant space shall be limited to the designated work area within the first floor of the unit and exclusively operated by the occupant of the living area portion of the unit. No additional employees are permitted.
 - b. The commercial uses shall be restricted to business and professional offices with individual client programs, including, but not limited to, attorneys, insurance agents, accountants, design professionals, and similar uses with

- low volume customer traffic.
- c. The following commercial uses are not permitted:
 - i. Any business involving medical, dental, physical therapy, or surgical use that requires additional parking other than allowed under this special use permit; or
 - ii. Any use that causes noise and/or vibration not typical of the ambient levels in the residential area.
 - d. Exterior signage shall be limited to one on– building non– illuminated sign that shall be centered horizontally and vertically above the tenant space entrance.
 - e. The work/live units shall not be combined or otherwise modified to increase the unit size.

AFFORDABLE HOUSING

123. **Affordable Housing Covenant** – Approval of this residential project is subject to execution of an Affordable Housing Covenant entered into between the Developer and City of Thousand Oaks. Said Affordable Housing Covenant shall incorporate the following conditions and is subject to approval by the City Attorney and Community Development Director.
- a. Affordable Housing Covenant shall be recorded prior to final building permit issuance. The covenant shall be recorded with the County of Ventura to provide notice and obligations to any future owners.
 - b. The Affordable Housing Covenant shall require 44 units as affordable units. 44 units will be preserved to households at the lower-income level of 80% of the Ventura County area median income.
 - c. Developer agrees to execute an Affordable Housing Covenant with City that provides for the on-going affordability of these 44 restricted units for 55 years from the date of the City’s issuance of the final certificate of occupancy.
 - d. The City may extend the affordable period if the owner does not comply with the Affordable Housing Covenant.
 - e. Affordable Housing Covenant shall include the affordable housing site plan identifying the location of the specific affordable unit, bedroom size, and restriction level.
 - f. Affordable units shall be comparable in exterior appearance and overall quality of construction to market-rate dwelling units in the same residential development. The design and appearance of the affordable units shall be compatible with the design of the market-rate units.
 - g. Affordable units shall proportional, in number of bedrooms and gross floor area of habitable space to the market rate units, including washer and dryer, and access to all amenities.
 - h. Affordable units shall be dispersed throughout the mixed-use and multi-family residential buildings of the development in a manner acceptable to the City. The on-site resident manager’s unit shall not be counted as one of the

affordable units.

- i. The operation and maintenance of the affordable residential units shall comply with applicable property maintenance and habitability codes. The deed restriction/affordable housing covenant shall address operation and maintenance performance standards and schedules to ensure parity of operation and maintenance between the affordable residential units and the market rate units at all times.
- j. The Affordable Housing Covenant shall require the Developer to create an Affirmative Further Fair Housing Marketing plan to ensure that fair housing laws and practices are implemented.
- k. The Affordable Housing Covenant shall require the Developer and future owners to annually verify and certify household income as well as tenant's occupancy.
- l. The Affordable Housing Covenant shall require the Developer and future owners to submit to the City an annual report.
- m. The Affordable Housing Covenant shall be in compliance with the latest California State requirements.

The Affordable Housing Covenant shall be reviewed and approved by the Community Development Department and City Attorney's office prior to the issuance of a grading permit.

COMMUNITY DEVELOPMENT DEPARTMENT- CONDITIONS FOR PTP 2023-70067

124. **Land and Application** – The Protected Tree Permit is granted for the land described in the application and any attachments thereto and as indicated on the Tree Location Map and part of the Protected Tree Report, dated January 2024 prepared by Dudek.
125. **Scope of Permit Approval** – The Protected Tree Permit is granted to allow the following:
 - Removal of 17 Coast Live Oak (*Quercus agrifolia*) trees (Tree Nos. 3– 8, 10, 13-15, 17- 18, 22- 23, 36, 46 and 50);
 - Removal of 5 Valley Oak (*Quercus lobata*) trees (Tree Nos. 32, 40,43,51, and 52);
 - Encroachment into the protected zone of 6 Coast Live Oak (*Quercus agrifolia*) trees (Tree Nos. 9,16,29,30,35, and 37);
 - Encroachment into the protected zone of 2 Valley Oak (*Quercus lobata*) trees (Tree Nos. 1 and 2); and
 - Encroachment into the protected zone of 1 Holly Oak (*Quercus ilex*) trees (Tree No. 31).

126. **Preservation of Existing Oak and Landmark Trees** – The preservation of one coast live oak tree identified as trees numbered 20, one valley oak tree identified as tree numbered 21, and one holly oak tree identified as tree numbered 39 in the Protected Tree Report, is authorized under this permit. Appropriate work methods and monitoring are required as described in the Protected Tree Report dated January 2024, prepared by Dudek.
127. **Oak Tree Replacement** – The applicant shall provide two 24– inch box and one 36– inch oak replacement tree for each Coast Live Oak (*Quercus agrifolia*) tree removed. As such, a total of 64 mitigation trees are required:
1. 40 twenty– four (24”) inch box specimens, and
 2. 20 thirty– six (36”) inch box specimens.
 3. 4 sixty (60”) inch box specimens

Depending on nursery availability and project site size limitations, if different sized trees are proposed for installation, an alternate proposal (considering size, quantity, tree type and site) shall be reviewed and approved by the City of Thousand Oaks Community Development Director during plan check.

Prior to the Certificate of Occupancy being issued, if all of the replacement trees cannot fit on the developed project site, the applicant shall instead either plant the replacement oak trees on public property such as designated open space area, public parks, etc., subject to Community Development Director approval; or provide an in-lieu cash payment to the City’s Open Space Conservation Fund in the amount of \$102,614.77, which represents the total current cost of purchasing similar tree species of the required mitigation size, transporting the trees to a receiving site, planting the tree, installing necessary irrigation, and the anticipated cost of water. The Community Development Direct may require fewer trees to be planted off– site or a smaller in– lieu fee if the developer plants and maintains larger box– size oak trees on the project site than required by the City of Thousand Oaks Oak Tree Preservation regulation.

The Community Development Direct shall coordinate any off– site tree planting locations with the Conejo Open Space Conservation Agency (COSCA) and replacement trees shall be placed on COSCA property or as agreed to by the Director of the Community Development Department. Any in–lieu fee approved by the Community Development Director in association with COSCA shall be made prior to the Certificate of Occupancy being issued for the final building.

128. **Mitigation Oak and Landmark Tree Location Map** – Prior to issuance of a grading permit, the applicant shall submit a mitigation tree location map demonstrating the location of the replacement trees.

129. **Oak Tree Preservation and Protection Guidelines Compliance** – All construction activities to or near an oak tree shall conform and abide by the City of Thousand Oaks, Oak Tree Preservation and Protection requirements as specified in Article 42, Chapter 4 of Title 9 of the Thousand Oaks Municipal Code and Resolution No. 2010–014.
130. **Removal of Tree Debris** – Pursuant to Resolution No. 2010-014, all portions of the 17 Coast Live Oak (*Quercus agrifolia*) trees and 5 Valley Oak (*Quercus lobata*) trees approved for removal, as well as any deadwood from the on-site protected trees shall be removed from the site and disposed of legally. Additionally, the stumps shall be completely removed to a minimum of four inches below grade and the hole filled with soil.
131. **Pre–Construction Meeting** – Pursuant to Resolution No. 2010-014, a pre-construction meeting shall be held between all contractors (including grading, tree removal/pruning, builders) and the ISA-Certified Arborist. The ISA-Certified Arborist shall instruct the contractors on tree protection practices and answer any questions. All equipment operators and spotters, assistants, or those directing operators from the ground shall provide written acknowledgment of having received tree protection training. This training shall include information on the location and marking of protected trees, the necessity of preventing damage, and the discussion of work practices that will accomplish such.
132. **On-Site Work Monitoring** – Pursuant to Resolution No. 2010-014, all work described in this permit shall be monitored by the applicant’s Tree Consultant and it shall be the responsibility of the applicant to contact the consultant and arrange for the successful completion of these conditions. The applicant is required to provide written notice to the following parties at least 48 hours prior to beginning any work within the protected zone of any preserved tree: the City’s Community Development Department, the City’s Oak Tree Consultant, the Applicant’s Oak Tree Preservation Consultant.
133. **Root Protection** – Pursuant to Resolution No. 2010-014, where structural footings are required and roots will be impacted, the footing(s) shall be bridged, and the roots protected. All such roots shall be covered with a layer of plastic cloth and two to four inches of Styrofoam matting, or other protective measure as approved by permit, prior to pouring the footing.
134. **Root Preservation** – During excavation, if an oak and/or landmark tree root over two inches (2") in diameter is encountered, the applicant shall immediately contact Planning Division of the Community Development Department to schedule a field inspection to determine if it is appropriate to cut the root(s) or whether the improvements need to be redesigned and/or relocated to avoid root damage to

ensure preservation of the trees.

135. **Protective Fencing, Flagging and Signage for Onsite Oak Trees** – Pursuant to Resolution No. 2010-014, an International Society of Arboriculture (ISA) Certified Arborist shall be retained to oversee that all remaining trees that will not be relocated or removed shall be preserved and protected in place. Prior to any grading or construction activities, the applicant and the applicant’s Tree Consultant shall confirm with the Community Development Department that required signage and protective chain– link fencing (or other material satisfactory to City of Thousand Oaks planning staff) measuring a minimum of five (5) feet in height shall be placed at the protected zones (approximately 15 feet from the trunk or 5 feet outside the dripline, whichever is greater, of each tree or edge of canopy for cluster of trees) or construction limits for all on– site and off– site protected trees in accordance with the Oak and Landmark Tree Preservation and Protection requirements.

Additionally, signs must be installed on the fence in four locations (equidistant) around each tree. The size of each sign must be a minimum of two (2) feet by two (2) feet square and must contain the language as recommended by the Applicant’s Oak Tree Preservation Consultant.

136. **Mitigation Tree Maintenance** – An irrigation system designed for “dryscape” planting shall be installed for successful oak establishment, which generally involves a drip-system irrigation for managing water distribution near the oak trees and does not include watering during summer months when natural rainfall would not be abundant. Maintenance shall include leaving the leaf-litter build-up or a 3-inch layer of mulch under the canopies of the oak trees to promote healthy tree growth and root development.

In the event a mitigation trees dies or is otherwise removed, each dead or removed tree shall be replaced with 2-24" box and 1-36" box oak trees of the same Genus and species.

137. **Oak and Landmark Tree Maintenance** – The continued maintenance of all on-site oak and landmark trees is the responsibility of the property owner. All oak trees shall be maintained in accordance with the Oak Tree Preservation and Protection Guidelines Resolution 2010-14.

138. **Use of Hand Tools** – Unless otherwise authorized by the Community Development Director, all work, other than the tree removals, within the protected zones of oak and landmark trees shall be performed with hand tools only and performed under direct supervision of the applicant’s oak tree consultant.

139. **Excavation in Protected Zones** – All excavation and construction activity within the

protected zone of the existing oak and landmark trees shall be performed with the use of hand tools only, in accordance with the Oak Tree Preservation and Protection Guidelines Resolution, No. 2010– 14, and observed in progress by the applicant's oak tree consultant.

140. **Storage of Materials** – No storage of materials is permitted within the protected zones of any oak and landmark trees.
141. **Irrigation/Landscaping Encroachments** – All plans for landscaping beneath a protected tree shall be submitted for the review and approval of the Community Development Department.
142. **Drainage** – Positive drainage shall be provided to direct run-off away from any protected tree.
143. **Lighting Encroachments** – No lighting system shall be installed within the protected zone of any oak tree or landmark tree except as otherwise authorized by the Community Development Department.
144. **Herbicides** – No herbicides shall be used within one hundred (100) feet of the dripline of any oak and landmark tree.
145. **Billing by City Oak and Landmark Tree Consultant** – The applicant shall be billed on a real time basis for any work performed by the City's oak and landmark tree consultant in conjunction with the Oak Tree Permit.
146. **Written Certification** – The applicant's oak/landmark tree consultant shall certify in writing that all conditions of the Oak Tree Permit have been met and that protective measures, to ensure the preservation of the subject oak trees, have been properly implemented. A final inspection by the City's Oak and Landmark Tree Consultant, paid for by the applicant, shall be performed upon receipt of certification and prior to final inspection for building occupancy.

BUILDING SAFETY DIVISION

147. **Bicycle Parking** – In accordance with the 2022 California Green Building Standards Code, Section 5.106.4, the number of short-term bicycle parking facilities shall be equivalent to 5% of proposed vehicle parking. The number of long-term bicycle parking facilities shall be equivalent to an additional 5% of proposed vehicle parking. The configuration and location of all bicycle parking facilities shall be as review and approved by the City Planning Division. The bicycle parking shall be designed to provide two (2) points of contact on the bicycle, be supported upright, and cause no stress onto tires. All provided bicycle parking shall be able to accommodate a standard

U-lock.

- a. Short-term bicycle parking spaces are to be provided on site near the front entrance. Bicycle parking should be located along the natural desire lines of travel from the bikeways to the facility entrance, in well-lit areas visible from the front entrance and public areas, in the nature of a bicycle corral or racks. Bicycle parking shall be located outside of pedestrian walkways, loading areas, landscape planters, etc. Where feasible, bicycle-parking areas should be covered.
 - b. Long-term bicycle parking spaces shall be convenient from the street and shall be provided in one or more of the following configurations:
 - i. Covered, lockable enclosures with permanently anchored racks for bicycles;
 - ii. Lockable bicycle rooms with permanently anchored racks; or
 - iii. Lockable, permanently anchored bicycle lockers.
 - c. The applicant shall submit a bicycle parking plan to be reviewed and approved by the Chief Building Official, Traffic Engineering representative in the Engineering Services Division, and the Community Development Director (or his/her appointee). All bicycle parking shall comply with AASHTO, NACTO, or APBP standards, as permitted by the California Building Code.
148. **Title 24 Compliance** – All requirements of California Uniform Building Code, Title 24, California Code of Regulations, shall be met. A set of plans, at a scale not less than one inch equal to ten feet (1"=10') shall be submitted to the Community Development Department displaying all exterior physically disabled accessibility requirements, including point elevations and details. Prior to the issuance of building permits, the accessibility requirements for the exterior shall be approved by the Building Division for disabled access compliance.
149. **Path of Travel** – The path of travel from the accessible parking spaces to the building entrances shall meet the current standards of the California Uniform Building Code.
150. **Interior Design Approval** – The accessibility requirements for the interior of the proposed buildings will be reviewed when construction documents are submitted for plan check to the Building Division.

PUBLIC WORKS DEPARTMENT

GENERAL

151. **Plan Format** – All plans submitted to the Public Works Department shall be formatted to 24 inch by 36-inch sheet size, using city standard title block, and as-built/record plans shall be submitted as part of the closure and acceptance of the project.
152. **Standard Plates** – The City of Thousand Oaks Public Works Road Design and

Construction Standards and Standard Plates, adopted May 15, 2018 in Resolution No. 2018-024 shall be used as the principal criteria for the design of development plans. It shall be the responsibility of the applicant to maintain a copy of the latest edition of said Plates available to all parties utilizing said Plates for construction purposes. The Standards establish uniform criteria, polices, standard and procedures for the design and construction of City roads, drainage facilities and appurtenances. The design engineer shall review the methods and procedures contained in the Road Standards, where not considered applicable, the design engineer shall request an exception from these standards in writing to be approved by the City Engineer. Said Road Standards are available for download at www.toaks.org/roadstandards.

153. **Updating of Existing Improvement Drawings** – All existing improvement drawings in the Department’s possession for water and wastewater which are affected by the subject project will be updated by the City to reflect the new improvements associated with this project. This work shall be considered as part of the project final process, and subject to a change order fee.
154. **Base Topography Map** – The grading plan for this project must be prepared using topography which has been plotted by photogrammetric methods or survey data compiled no longer than two years prior to the date of submittal of the grading plan and must be on current City datum. The name of the firm which prepared the topography and the date(s) on which the data was compiled or obtained must be shown on the plan. Topography must be presented in 1” = 40’ or larger (closer) scale and must extend a minimum of 100 feet outside the limits of the property proposed for development. Any deviation from this condition must be approved by the City Engineer.
155. **Title Report** – A copy of the applicant’s preliminary title report for the subject property, dated within 1 year of the entitlement application, shall be submitted to the Public Works Department for review prior to grading plan-check or the issuance of any Building or Grading Permits.
156. **Inspection Hours** – The applicant is advised that City Hall is closed on alternating Fridays, and as such, inspection services are not available on those particular dates. The applicant shall schedule any and all grading, stormwater, encroachment, paving and utility work requiring City inspection accordingly. A schedule of City Hall hours may be obtained from City Hall or at the City’s website www.toaks.org.
157. **Survey Monuments** – The Applicant shall be fully responsible for the preservation of all survey monuments to the satisfaction of the City Engineer. Prior to the issuance of any permit and start of construction and prior to the disturbance or destruction of any existing survey monument, all monuments shall be located and referenced with minimum of four (4) ties by the Applicant’s Land Surveyor. A corner record or record of survey shall be filed with and approved by the County Surveyor showing

monuments that will be disturbed or destroyed, along with the reference monuments or marks and bearings or azimuth and distances to the location of the monument to be disturbed or destroyed. Documentation shall be provided to the City that the surveying has been completed. Prior to completion of construction, all affected monuments shall be reset by the applicant's Land Surveyor. A corner record or record of survey shall be filed with and approved by the County Surveyor prior to the recording of a certificate of completion for project. Documentation shall be provided to the City that the surveying has been completed.

WATER AND WASTEWATER

158. **Water Service Requirements** – In order to obtain water service, the applicant shall pay for the Cost of the Water Meter Deposit plus the City's Water Plant Investment Fee, at the rates in effect at the time of payment, prior to issuance of a building permit. Additional fees for special facilities zones and fire flow surcharges may also apply. The applicant shall also pay the established change order fee for updating the plans for this new lateral.
159. **Fire Water Service** – If required by the Fire Department to install fire sprinkler systems, the applicant shall install a new separate fire water service line to the building, along with associated double detector check valve to protect the domestic water supply. Applicant is encouraged to contact the County of Ventura's Environmental Health Division for details pertaining to the selection, installation and testing of the double detector check valve assembly.
160. **Fire-Flow Verification** – The applicant shall pay the Department a fee for calculation and verification of the existing water system to deliver required fire flows. In the event the fire flow, as determined by the Ventura County Fire Protection District, cannot be met utilizing the existing system, the applicant shall design and install new water main(s) of sufficient size and length, as determined by the Department, to provide said fire flow. A completed copy of the above-mentioned fire flow calculation must be provided to the Department before, or at the same time as, the submittal of the first plan check for the water system. Plans will not be checked or processed unless these calculations, along with a copy of the plan showing locations for proposed fire hydrants approved by the Fire Department, are submitted.
161. **Cross Connection Device** – The applicant shall design and construct new backflow connection devices for the project's irrigation water as well as fire sprinkler systems. Prior to the issuance of clearance for occupancy by the Department, all cross-connection control devices must be inspected and approved by the Cross Connection Control Specialist of the County of Ventura, telephone 805.654.2436 (TOMC 10-2.600). Full right of access and entry to the cross-connection device shall be granted to the Public Works Department.

162. **Usefulness of Existing Water Laterals** – Where there are existing water laterals serving the subject property and it is the desire of the applicant to reuse these laterals as part of the proposed project, the applicant must demonstrate to the satisfaction of the Department that the lateral(s) are in acceptable condition (no broken pipe, no root intrusion, etc.). These laterals must be made of copper; all poly services must be abandoned at the main under Department inspection and the meter boxes removed. Laterals that are not appropriate for re-use must be abandoned at the main under Department inspection.
163. **Revision to Wastewater Design and Construction Standards** – For Cleanouts and Slopes of Mains: the end of all mains shall terminate in a manhole rather than a cleanout, regardless of the downstream length to the next manhole. The minimum slope for wastewater mains shall be 1 percent where the main has less than 10 residences connected to said main. In streets with grades of less than 1.5 percent, the engineer shall attempt to attain the maximum slope possible on wastewater mains in those streets.

For manholes: Standard Plates 17 through 20 are modified to provide that all joints between the barrel sections/riser shafts and/or cone sections shall be wrapped around the exterior circumference of the shafts with “Rub-R-Neck” and joints sealed with “Ram-Neck” mastic joint sealer (both as manufactured by the Henry Company Sealants Division, 1277 Boyles Street, Houston, Texas 77020) or approved equal. Manholes shall be negative pressure tested as specified in ASTM Designation C 1244-93. Steps shall not be installed in the manholes.

For manhole frame and covers: The Alhambra A-1254 frame and cover specified on Standard Plate 17 shall have a cover diameter of 26¼ inches, along with lettering conforming to Section 3.10 of the City’s “Wastewater Design and Construction Standards”. A note shall be shown on the title sheet of the wastewater plans indicating the last two revisions mentioned above for manhole construction.

164. **Procedure for Determination of Wastewater Fees** – Prior to issuance of a building permit for this project, applicant shall submit a plumbing plan and a listing of proposed fixture units for the subject project to the Public Works Department for determination of a "preliminary" wastewater connection fee estimate. The plan and listing will be reviewed for apparent correctness only and the applicant shall pay the wastewater connection fee based on this "preliminary" estimate at the time a building permit is issued. The final fee amount to be paid by the applicant will be based on the actual numbers and types of plumbing fixture units installed as determined by City staff from a field count made of the project building(s) before certificate of occupancy is granted. Any difference between the actual/field verified fixture unit count and the total amount paid will be reimbursed to the applicant. If additional connection fees are due, these shall be paid by the applicant to the City upon request. Any existing fixture units for

which fees have been previously paid on the parcel will act as a credit against the amount to be paid.

The applicant is strongly encouraged to contact the Public Works Department prior to needing building permits to determine if additional fees are due.

165. **Usefulness of Existing Wastewater Laterals** – Where there is an existing wastewater lateral(s) serving the subject property and it is the desire of the applicant to reuse these laterals as part of the proposed project, the applicant must demonstrate to the satisfaction of the Department that the lateral(s) are in acceptable condition (no broken pipe, no root intrusion, etc.). This can best be done by utilization of a television video from a point on the subject property to the main, or by excavating the lateral at the property line and making a visual inspection of the lateral. Other methods may be utilized, but are subject to Department approval. If the lateral is acceptable to the Department, it may be reused; where it is not acceptable, a replacement lateral must be constructed or the existing lateral renovated (such as by use of pipe bursting technology). Laterals that are not appropriate for re-use must be abandoned at the main under Department inspection.
166. **Restaurant/Cafeteria Grease Interceptor/Trap** – The applicant shall install a grease interceptor (sized as required by the City's Building and Safety Division) to collect and treat oil and grease wastes from any restaurant use prior to discharge to the wastewater system.

DEVELOPMENT ENGINEERING

167. **Encroachment Permit** – Where any construction occurs within public right-of-way, an encroachment permit shall be obtained, plan check and inspection fees paid, an approved traffic control submitted, and bond/ security posted (if required) prior to initiating construction of any improvements.
168. **Underground Conduits** – Pursuant to the City Council policy and Resolution No. 91-174, adopted on July 23, 1991, the applicant shall install a minimum two-inch diameter conduit capable of carrying coaxial or fiber optic cable suitable for carrying health and safety features such as fire alarm, water meter reading, telecommunications, etc. Said conduit shall be continuous and placed behind the sidewalk or curb within a public service easement or within a public right-of-way, where applicable. Pull boxes shall be placed at alternate property lines of all lots. The conduit and pull boxes shall be of materials approved by the Public Works Department. The conduits and pull boxes shall be dedicated to the City. The architecture and technical specifications of the conduit system shall be subject to the review and approval of the City Engineer. A 1"=100' scale plan shall be prepared under the direction of a Registered Engineer and shall be submitted to the City

Engineer for review prior to approval of the final map or improvement plans. The plan shall include details and general notes, and shall be part of the plan set.

169. **Permission for Offsite Construction** – Prior to the issuance of a grading permit, written permission for all proposed offsite construction along with any required easements from the owners of the affected property shall be submitted to the City Engineer.
170. **Blasting** – If blasting is found to be necessary within the tract boundaries, a modification to the grading permit shall be required, whereupon special provisions relating to the protection of adjacent commercial areas from damage shall be made a part of said grading permit.
171. **Hauling of Imported or Exported Materials** – This project will require exporting of earth from the project site. Prior to issuance of a grading permit the applicant shall submit a written plan to the Department for review and approval. Said plan shall detail the quantity of earth to be exported, the location to which the earth will be taken, the proposed haul routes to be used, the size and numbers of the trucks to be used, the proposed hours of operation (times of day, days of the week, and estimated number of days), the estimated number of round trip truck movements, the proposed methods to be utilized to keep the haul route clear of any dirt dropped along the route, and any other information as may be required by the Department.
172. **Grading Permit and Soils Certification** – The applicant shall prepare and submit final grading plans, improvement plans, erosion control plans, BMP improvement plans, geotechnical soils reports, supporting hydrology and hydraulic calculation reports, title report, and other items as required by the City Engineer in order to obtain a grading permit in accordance with the requirements of the City’s Grading Ordinance. Applicant shall also prepare and submit detailed erosion control plans for both phases of land development; the pre-grading / site stabilization phase, as well as the post grading / building construction phase. The grading and improvement plans submitted to the City for plancheck shall at a minimum indicate all topography, proposed improvements, drainage features, water/wastewater connections and laterals, existing easements, interface with adjacent properties, storm drain and drainage systems, and street improvements. All submittals shall include the completed public and private improvement cost estimate worksheets, the required plancheck and inspection fees, and the posting of the required grading bond prior to the start of any construction. After the grading is complete, the applicant shall submit a building pad compaction report and a rough grading certificate from the soils engineer prior to issuance of a building permit. Grading bonds shall be exonerated after satisfactory completion of the project punchlist items, which are generated after the applicant’s engineer provides a submittal of the final Record (as-built) Drawings.

173. **On-Site Drainage Design** – Project design shall use the City of Thousand Oaks “Master Plan of Drainage” (2007) for the purpose of establishing on-site storm flows. The project lies within subareas 238C of said Master Plan, with $Q_{10} = 1.73$ cfs/acre and $Q_{100} = 3.02$ cfs/acre. The CFS-per-acre unit discharge in the Master Plan shall be used when preparing the Q_{10} (developed) discharge flows and for the detention calculations up through Q_{100} .
174. **On-Site Drainage** – Project design and engineering plans shall show drainage flows to street and/or yard drains and elevations.
175. **Drainage Study** – The applicant’s engineer shall prepare a hydraulic/ hydrology analysis for the project. The study shall include, but is not limited to addressing offsite tributary flows, retention/detention, inlet hydraulics and storm drains and appurtenances intended to convey and treat project storm discharges. The focus of the study is to ensure the existing conveyances possess sufficient capacity to pass the Q_{10} (developed) and to demonstrate that no new flooding will occur adjacent to or upon the property during a Q_{100} event as a result of development. The study shall be subject to the review and approval of the City Engineer prior to grading permit issuance.
176. **On-site Ribbon Gutters** – The City prohibits the use of ribbon gutters and encourages the use of graded parking lots with perimeter curb and gutter to convey flow away from pedestrian pathways. Parking lot and drive drainage shall conform to this standard. The use of ribbon gutters will only be considered under special circumstances as determined by the Public Works and Community Development Directors (TOMC 9-4.2405).
177. **Parking Structure Drainage** – The City prohibits the discharge of pressure-washing effluent, antifreeze and motor oils into either the wastewater system or storm drain system. Inasmuch as these are the anticipated discharges from the interior of the parking structure, the applicant shall incorporate a blind sump containment area within the parking structure designed to capture and store such discharges. Provisions shall be provided for periodic pump-out of the blind sump via tanker truck with disposal in conformance with all local, state and federal regulations. The roof and other surfaces of the parking structure directly exposed to rainfall may be drained and discharged in accordance with NPDES design parameters for a normal, rainfall-exposed surface parking lot.
178. **Building Pad Protection** – The project engineer must provide analysis to demonstrate building pad protection from Q_{100} flows. On-site discharges (including roofs, etc) shall be detained behind a wall, graded barriers or curb, and metered through a weir or other controlling device, constraining discharge to the Q_{10} developed condition for the tributary area. Applicants’ engineer must prepare

calculations to support this design. Said calculations must be approved by the City Engineer (TOMC 4-7.01).

179. **FEMA Flood Plain** – A portion of the property lies within a FEMA designated flood plain. All proposed improvements shall be located outside the designated flood plain. If applicant chooses to apply for a Letter of Map Revision (LOMR) to revise the flood plain limits, building permits for the proposed structures will not be issued until the LOMR is approved by FEMA. This requirement is limited to structures and not improvements such as flat works, sidewalks, etc.
180. **Detention of Onsite Storm Flows** – The applicant's engineer shall prepare a hydraulic/hydrology analysis for the site and design onsite catch basin(s) and conveyances which will pass only the Q_{10} (developed) flows into the public storm drain system. All flows in excess of Q_{10} (developed) up to and including Q_{100} (developed) must be detained on-site. A simplified detention method is available for this site.
181. **Existing Improvements** – Existing improvements adjacent to the property, including but not limited to sidewalks and curb & gutter which are broken or uneven shall conform to City and ADA standards, and if deemed necessary by the City Engineer, shall be repaired or replaced.
182. **Sidewalk Improvements** – Existing sidewalk along Thousand Oaks Boulevard shall be removed and replaced with a new 10-foot widesidewalk, and existing sidewalk along Lombard Street shall be removed and replaced with a new 8-foot wide sidewalk per City Plate No. 8-3. Damaged curb and gutter shall be replaced per City Plate No. 8-2.
183. **On-site Paving** – An approved pavement section from the registered soils engineer of record shall be submitted to the City prior to initiating the construction of on-site parking, paving, and/or drainage improvements (TOMC MC 9-4.2405).
184. **Existing Storm Drain** – There is currently a 6.5 feet wide by 6 feet high concrete box culvert situated along the southwestern property line. The storm drain easement depicted on existing maps has not been accepted by the City. Consequently, the box culvert is privately owned by the applicant and the adjacent property owner. Both property owners share the responsibility of maintaining the box culvert. If the applicant intends to dedicate the box culvert to the City for maintenance, they must enhance it to meet City standards acceptable to the City Engineer.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

185. **NPDES Permit Compliance** – Development shall be undertaken in accordance with conditions and requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002. The project shall employ NPDES best management practices in accordance with the latest applicable version of the Countywide Stormwater Program “Technical Guidance Manual” and the California Stormwater Quality Association (CASQA) “BMP Handbooks” and/or other approved reference documents cited in Permit No. CAS004002 (M.C. 7-8.302).

The Los Angeles Regional Water Quality Control Board approved a new MS4 permit for local municipalities in September 2021 to implement starting in 2024. All projects not deemed “complete” from a planning/entitlement standpoint by the time the new permit goes into effect will need to comply with the new post-construction stormwater requirements.

186. **MS4 Stormwater Retention Requirements** – The project meets the thresholds requiring stormwater treatment and site retention specified in the Ventura County NPDES Municipal Stormwater Permit (MS4) and 2011 Technical Guidance Manual (TGM). The project shall design, construct and maintain treatment and retentive catchments that will capture, treat and retain all rainfall runoff from disturbed and directly-connected impervious areas affected by the project. The design shall function for the first three-quarter-inch (3/4”) of all rainfall events, including drawdown and elimination of the captured runoff within 72-hours of the rainfall event. Drawdown may typically be achieved via groundwater recharge/percolation or vegetative irrigation/ evapotranspiration. Treatment of the site’s pollutants of concern is preferably addressed through vegetative contact and other natural biological processes. Further details and design requirements are available at www.vcstormwater.org.

187. **BMP Sizing Requirements** – Prior to issuance of a grading/paving permit, the project’s engineer shall prepare analyses to demonstrate that the proposed Best Management Practices (BMP’s) for stormwater treatment will mitigate pollutants of concern. The analyses shall include calculations demonstrating that the selected BMP’s must satisfy one of the following sizing criteria:
- Treat the storm flow equivalent to ten percent (10%) of the 50-year peak flow;
or

- Treat the volume of annual runoff (based upon the unit storage water quality volume) to achieve 80 percent or more volume treatment by the method recommended in the “*California Stormwater Best Management Practices Handbook – Industrial / Commercial (1993)*” and the “*Ventura Countywide Stormwater Quality Management Program Technical Guidance Manual for Stormwater Quality Control Measures (2002)*.”
188. **Inlet Labels** – All on-site drain inlets, whether newly constructed or existing, shall be labeled “Don’t Dump - Drains to Creek” in accordance with City requirements prior to final acceptance.
189. **Landscaped Areas / Roof Drains** – 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. Unless otherwise recommended in the soils report, on-site stormwater discharges (including roof drains if applicable) shall be directed toward landscaped areas. Applicant may employ pervious landscaping design, rainfall capture pocket-planters, and other L.I.D. techniques and measures to the maximum extent practicable.
190. **Stormwater Pollution Prevention Plan and Notice of Intent (SWPPP)** – Prior to the issuance of any grading permit and/or the commencement of any clearing, grading or excavation for all projects that disturb over 1 acre, the applicant/owner shall 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. 2009-009-DWQ including amendments). The applicant/owner shall provide the City with a WDID number or proof of the NOI submittal. The applicant/owner shall comply with all additional requirements of this General Permit including preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared by a certified QSD, fully comply with RWQCB requirements and contain specific BMPs to be implemented during project construction to reduce erosion and sedimentation to the maximum extent practicable. A copy of the adopted SWPPP shall be maintained in the construction site office at all times during construction and the site superintendent shall use the plan to train all construction site contractors in site Best Management Practices prior to starting work on the site. At a minimum, the following BMPs and requirements shall be included:
- A. Pollutant Escape: Deterrence
 - B. Pollutant Containment Areas
 - C. Pollutant Detainment Methods
 - D. Sediment control and capture
 - E. Erosion Control / Dust Control
 - F. Recycling/Disposal
 - G. Hazardous Materials Identification and Response

191. **Deed Restriction Regarding Best Management Practices (BMPs)** – Prior to issuance of occupancy, the applicant/owner shall record a Stormwater Covenant and Deed Restriction, requiring all property owners and their successors in interest to assume all duties and responsibilities for ongoing maintenance of all onsite permanent stormwater BMP's, including, but not limited to, maintenance of all Best Management Practice and any and all equipment which is required for implementation of Best Management Practices. Contained within the Covenant and Deed Restriction must be a description of the BMP's that are being provided as part of the project, a description of the inspection and maintenance requirements and procedures, and a site map indicating the location of the BMP's to be maintained. The draft language and contents included in the Covenant and Deed Restriction shall be submitted to the City Attorney's Office and Public Works Department for review and approval prior to issuance of building/ paving/grading permits (TOMC 7-8.401(c)).

SUSTAINABILITY

192. **Trash Hauler Approval** – Prior to issuance of a trash enclosure building permit, the applicant shall provide a letter from Athens Services, the City's trash hauler, indicating they have reviewed the project plans and that the enclosure locations and orientation as shown are acceptable to their company for purposes of trash and recyclables pick up. Contact Athens Services at (805) 852-5264, or visit their Sustainability Center at 2251 E. Thousand Oaks Blvd.
193. **Construction/Demolition Debris Recycling Plan** – Required: Prior to the issuance of a demolition permit (where the site contains existing structures or facilities) or of a grading/building permit, the applicant shall submit a Construction and Demolition (C&D) Debris Recycling Plan to the Department for review and approval.

The applicant must divert a minimum sixty-five percent (65%) of all C&D waste materials generated from the project. The C&D Debris Recycling Plan shall indicate the proposed means of disposition of all C&D waste materials, including but not limited to, asphalt, concrete, wood, drywall, brush and vegetation, landscaping materials, lights, piping, concrete block, metal, and the like, which will be recycled, reused, salvaged, and /or delivered to a landfill. The Recycling Plan must also include estimated weights of the materials, list of proposed recycling/disposal facilities, and authorized hauling companies to be used. For a list of authorized waste haulers and/or to complete and submit a C&D Debris Recycling Plan go to ThousandOaks.WasteTracking.com.

194. **Solid Waste, Recycling and Organics Collection** – American with Disabilities (ADA) accessible, covered 3-bin enclosures with a ramp are required for the collection of solid waste, recycling, and organics (food waste). The design of the

enclosure must be large enough to accommodate collection containers for source-separated solid waste, organic waste, and recyclable materials.

Refer to the City's revised waste ordinance (November 16, 2021) governing the enclosures' locations, specific sizing, configuration, and clearances. Resident access to Waste Enclosures serving MFD-C or MXD developments via walk-up shall be located no further than **150 feet** from the front door of the furthest residential unit served as measured along the accessible path of travel, unless as otherwise approved by Public Works and Community Development Departments. The site plan shows the location of the enclosures with the expected travel path and distance in feet to the furthest door served by that enclosure exceeding the 150-foot standard. Please revise or Public Works Sustainability Division contact at 805-449-2472 to discuss options.

Locations with preparation areas like Kitchens or Cafés should have organics collection containers included in the back of house and in the front of house if the occupants dispose of finished food and packaging materials. Organics containers should also be located in break rooms, kitchens, or other locations where food is commonly consumed.

Please add the bulky item collection location(s) to the site plan showing the enclosures, bin placement, and doors.

195. **Mandatory Organics Recycling** – The applicant/owner is hereby notified that California State law requires businesses, schools, hospitals, restaurants, government buildings and other commercial properties to begin separating and recycling their organic waste (food waste, yard waste, food-soiled paper). Effective January 2017, businesses generating 4+ cubic yards per week of organic waste shall implement the above-stated separation requirements. Effective January 2019, businesses generating 4+ cubic yards per week of combined trash and organics waste shall implement the above-stated separation requirements.
196. **Trash/Recycling Areas** – The applicant proposes chutes and trash receptacles for on-site trash and recyclable collection. Bins within trash enclosure spaces shall be afforded a 9'0" interior soffit clearance and means to keep bins separated and easily accessed for trash deposits and disposal. Trash and/or recycling areas shall be covered and shall be designed in accordance with the City's latest Refuse Enclosure Space Requirements. Receptacles for trash, recyclables, and organics recycling shall be available within each enclosure. All litter/waste material shall be kept in leak proof containers. Area(s) shall be paved with impermeable material and include zero-slope upon interior slabs. No other area shall drain onto these areas. The trash enclosure and/or recycling area(s) shall not drain to the storm drain system nor the sanitary sewer, shall not have a hose-bib or other water supply, and all cleaning shall be performed using dry cleanup methods. The trash enclosures and their placement

shall be designed to accommodate the above considerations, as well as access requirements of the City's waste hauler. Compactor units that are self-contained and watertight may remain exposed to rainfall provided the surrounding area is frequently inspected and cleaned.

197. **Operational Recycling Plan** – Prior to occupancy, in accordance with the City's Enclosure Space Regulations, each applicant and/or owner must submit a Recycling Plan pertaining to operational solid waste management after occupancy. A completed Recycling Plan form must be submitted for review and approval by the Public Works Department. A Certificate of Occupancy cannot be issued by the Community Development Department until the form is completed and processed by the Public Works Department.
198. **Bulky Item Collection** – A covered location shall be provided for occupants to place bulky items for collection by the authorized hauler. Access door(s) and egress walkways shall be clearly shown that is adequate to accommodate King-size mattresses and sofas (84" length and 40" depth).
199. **Operational Plan** – Operational Diversion plans are required before occupancy.
200. **Turf Landscape** – State law and City Ordinance prohibit non-functional turf in commercial developments. Replace the non-functional with an alternate groundcover, such as California native grasses, UC Verde Buffalo Grass or non-invasive Kurapia. If the developer proposes turf as part of the project, please include an explanation of why it is "functional turf" and request a waiver from the Sustainability Division. Low flow irrigation systems are required for new groundcover installations.

TRAFFIC

201. **Traffic Mitigation Fees** – The applicant acknowledges that the subject development will impact traffic and agrees to provide for the mitigation by depositing with the City of Thousand Oaks the appropriate non-refundable fees no later than prior to the issuance of building permits.
202. **Sight Distance** – Adequate vehicular and pedestrian sight visibility shall be provided at all intersections of public streets and private driveways in accordance with the criteria specified within Plate 3-10. The improvement plans for all projects shall demonstrate compliance with this plate (and a means to execute ongoing maintenance to guarantee the preservation of sight visibility).

Stopping sight distance shall be the principal criterion in determining the appropriate location of on or off-site improvements. It is especially critical that mature landscaping be considered in evaluating visibility, not just the barren ground.

Stopping sight distance less than the minimum criteria as specified within Plate 3-10 shall be reviewed and approved by the Planning Commission if determined necessary by the City Engineer or the Community Development Department. Where applicable, Covenants, Conditions, and Restrictions shall require continued compliance with this condition and the requirements contained within Plate 3-10.

203. **Ingress and egress** – The proposed Thousand Oaks Boulevard driveway shall accommodate full inbound movements and right-turn outbound movements only. The proposed Thousand Oaks Boulevard driveway shall not have a separate phase at the Thousand Oaks Boulevard and Hodencamp Road intersection traffic signal. The proposed Lombard Street driveway shall accommodate full inbound and outbound access. Upon occupancy of the project, any modifications to driveway access and adjacent signal operations shall be determined by the Department of Public Works.

204. **Signing, Striping & Signal Plans** – Prior to grading permits, the developer shall submit plans to the City Engineer for review and approval detailing proposed signing, striping, and/or signal modifications along Thousand Oaks Boulevard at the Hodencamp Road and Lombard Street intersections, as required by the Public Works Department. Signing, striping, and signal work shall be shown on a plan sheet separate from the proposed street improvements. The signing, striping, and signal plans shall include the following modifications at Thousand Oaks Boulevard/Hodencamp Road:

- Install Westbound left-turn striping into the project driveway.
- Install Westbound flashing arrow traffic signal equipment (protected-permissive phasing) with associated traffic signal pole and mast arm modifications to match Eastbound signal operations.
- Install pedestrian signal equipment at both sides of the project driveway to control pedestrian crossing.
- Relocate the traffic signal pole located on the south side of Thousand Oaks Boulevard, which is currently located where the project driveway is proposed.
- Install Northbound flashing red signal equipment for vehicles exiting the project driveway.
- Install associated signage with the improvements listed above.

The signing and striping plans shall include the following modifications at Thousand Oaks Boulevard/Lombard Street:

- Install separate left-turn and right-turn striping at the Northbound approach.
- Install associated signage with the improvement listed above.

The applicant shall construct all proposed changes to the signing, striping, and traffic signal in conjunction with the development of the site and related street improvements prior to final acceptance.

205. **Signs and Striping** – Control signs for regulation, warning, and guidance of traffic shall be installed as required by the Department of Public Works. These shall include, but are not limited to, stop signs, speed limit signs, turn prohibition signs, pedestrian and school crossing signs, curve warning signs, not a through street signs, parking signs, bicycle facility signs, pavement and curb markings, road symbols, and street name signs as required.

Prior to occupancy, all signs and striping shall be installed, and prior to final acceptance, the city may require the applicant to add traffic safety devices, such as signing and striping, the need for which is not apparent at the time of plan approval, but which are warranted due to actual field condition. The applicant shall install the traffic safety devices prior to final acceptance.

CONEJO RECREATION AND PARKS DISTRICT (CRPD)

206. **Park Land Dedication** – Developer at its sole cost, shall set aside the land and build park-like improvements on their property in an amount equal to or greater than as required by Conejo Recreation and Park District:
- 500 Thousand Oaks Boulevard Public Park Dedication and Improvements based on February 15, 2024 Formal Resubmittal (26,267 square feet for the "Linear Park" along TO Blvd. and 13,576 square feet for the "Lombard Park" for a total of 39,843 square feet).
 - Developer shall bear all costs and expenses associated with improving, ongoing maintenance and capital improvements at the "Linear Park" and "Lombard Park" to meet District level amenities as found in public parks.
207. **Park Maintenance and Operation** – Developer shall keep and maintain the "Linear Park" and "Lombard Park" sites open and available for recreational use and enjoyment by the general public in a manner similar to public parks. Any fencing shall not keep out public access during normal operating hours which shall not be less than 1 hour after sunrise until 1 hour after sunset.
208. **Plan Development** – Developer shall include and coordinate with District staff to ensure park amenities and plans meet the satisfaction of the District prior and during construction of project.
209. **General Public Access and Recreational Use** – Developer shall grant an easement over the land area of the "Linear Park" and "Lombard Park" to the Conejo Recreation and Park District for the benefit of general public access and recreational use of Linear Park and Lombard Park.

210. **Quimby in-lieu fee** – Developer is proposing to build a total of 328 multi-family apartment units. As consideration for Developer's above agreement, including but not limited to the public access easement, improvements, and ongoing management and maintenance of "Linear Park" and "Lombard Park", District will calculate Quimby Fees per the "flat-rate" method established in CRPD Resolution 020515-A (rather than the FMV method in the City's ordinance) and agrees to a 50% credit for the Quimby Fees due at the time of payment.
- a. Current (9/29/23) Quimby Fee = \$12,076/unit.
Full payment is $(\$12,076/\text{unit}) \times (328 \text{ units}) = \$3,960,928$
50% reduction is \$1,980,464.
 - b. Quimby Fee beginning February 5, 2024 = \$12,438/unit.
Full payment is $(\$12,438/\text{unit}) \times (328 \text{ units}) = \$4,079,554$.
50% reduction is \$2,039,832.
 - c. Under CRPD resolution, fee increases 3% annually every February 5th.
 - d. CRPD is currently considering a Quimby Fee/Park Impact Fee update.
211. **Termination "Buy Out"** – Developer or its successor has the right to terminate the easement and eliminate public access over "Linear Park" and "Lombard Park" by paying to Conejo Recreation and Park District Fifty percent (50%) of the current prevailing Quimby/Park Impact Fee for the 328 units of multi-family housing at date of termination.
212. **Proportionate Relationship** – Developer shall provide a proportionate fee per Condition 5 for any Park Land Dedication reduction for the approved total area as outlined in Condition 1. As the Park Land Dedication is 50% credit of the required fee, the percentage of fee increase should be 50% of the reduced area percentage.

The Developer submitted a design proposal (Sept 18, 2023), which was approved by CRPD Board Oct 19, 2023 and was to include equal or greater area of below:

26,267 Linear Park
13,576 Lombard Park
 = 39,843 Total square feet

The latest Developer design proposal (Dec 4, 2023) as submitted to city planning and under consideration of the Planning Commission is:

21,154 Linear Park
12,049 Lombard Park
 = 33,203 Total square feet

The reduction in publicly accessible, improved park land is 6,640 square feet which represents 16.6% reduction in the CRPD Board approved park land. This may be addressed through payment of additional fees proportionate to the change in publicly accessible, improved park acreage approved by the CRPD Board on October 19, 2023.

Developer Submitted Design Proposal Approved by the CRPD Board:

- 50% Publicly Accessible Park Improvements - 39,843 square feet.
- 50% Fee - Quimby Fee beginning February 5, 2024 =\$12,438/unit.
- Full payment is (\$12,438/unit) x (328 units) = \$4,079,664.
- 50% reduction is \$2,039,832.

Adjusted Park Proposal, under consideration by Planning Commission:

- 41.7% Park Improvements - > 33,203 Total square feet.
- 16.6% area reduction = 8.3% of 50% land dedication.
- Add change to fee by 8.3% increase.
- 58.3% Fee - Quimby Fee beginning February 5, 2024 =\$12,438/unit.
- Full payment is (\$12,438/unit) x (328 units) = \$4,079,664.
- 41.7% reduction is \$2,378,444.

Netting a difference of \$338,612 in additional park fees (per the 2024 fee schedule) from the developer submitted design proposal approved by the CRPD Board.

VENTURA COUNTY FIRE PROTECTION DISTRICT

213. **Code Compliance** – Applicant shall comply with all current Ventura County Fire Protection District Ordinances, Codes, and Standards.
214. **Fire Department Clearance** – Applicant shall obtain VCFD Form 610B "Requirements for Construction" prior to obtaining a building permit for any new structures or additions to existing structures. The applicant shall verify that the water purveyor can provide the required fire-flow requirements by having them fill out Section II of the form.
215. **Fire Flow (Commercial, Industrial, Multi-family buildings)** – The minimum fire flow required shall be determined as specified by the current adopted edition of the International Fire Code Appendix B with adopted Amendments and the applicable Water Manual for the jurisdiction (with ever is more restrictive). The applicant shall verify that the water purveyor can provide the required volume and duration at the project prior to obtaining a building permit.
216. **Site Access** – Two (2) means of ingress/egress shall be provided to the development in accordance with VCFPD access standards.
217. **Access Road Certification** – The access road(s)/driveway(s) inclusive of bridges, culverts, and other appurtenant structures which supplement the roadway bed or shoulders, shall be certified by a registered civil engineer as having an all-weather

surface in conformance with the City of Thousand Oaks Public Works and/or Fire District standards. This certification shall be submitted to the Fire District for review and approval prior to occupancy.

218. **Access Road Location** – The access / driveway shall be extended to within 250 feet of all portions of the exterior walls of the first story of any building and shall be in accordance with Fire District access standards. Where the access roadway cannot be provided, approved fire protection system or systems shall be installed as required and acceptable to the Fire District.
219. **Turning Radius** – The access road shall be of sufficient width to allow for a 40-foot centerline turning radius at all turns in the road.
220. **Vertical Clearance** – All access roads / driveways shall have a minimum vertical clearance of 13 feet 6 inches (13' 6"). Clear of building to sky.
221. **Access Road Width, Private Roads/Driveways** – Private roads shall comply with Public Road Standards.
- Access road width of 36 feet shall be provided for residential use with parallel parking permitted on both sides.
 - Access road width of 32 feet shall be provided for residential use with parallel parking permitted on one side.
 - Access road width of 24 feet shall be required with no on-street parking permitted.
 - Where one-way traffic and off-street parking occurs, a 20-foot driveway width shall be provided. (Note: limited use only and not for high hazard occupancies: H, R-1 over 2 stories, R-2)
 - Aerial Fire Apparatus Access; Multi-Family, Commercial or Industrial Buildings or portions of buildings or facilities with perimeter eave lines exceeding 30 feet in height above the lowest level of fire department access shall require an approved aerial ladder fire apparatus access roads and driveways. Aerial fire apparatus access roads and driveways shall have a minimum clear width of 30 feet. Overhead utility and power lines shall not be located within the aerial ladder fire apparatus access roads and driveways. At least one of the required access routes meeting this condition shall be located a minimum of 15 feet and a maximum of 30 feet parallel to one side of the buildings, as approved by the Fire District. Buildings exceeding 50,000 SQFT shall have the required access route along a minimum of two sides. Parking shall be prohibited along the required width of the access roads and driveways. Landscaping and other improvements between the required access and the buildings shall not interfere with aerial ladder fire apparatus operations, as approved by the Fire District.

222. **Mitigation to Aerial Fire Apparatus Access Roads** – The fire code official is authorized to reduce the required width to not less than 24 feet when all of the following are provided.
- Automatic fire sprinklers are installed throughout the structure in accordance with NFPA 13.
 - Fire sprinkler standpipes are provided on all floors and through to the roof.
 - Two or more roof access points are provided through 2-hour fire rated stairs separated a distance not less than half of the diagonal of the structure.
223. **Ground Ladder Access** – Access around the building shall be provided to allow for laddering the building, at a maximum 75-degree angle, to reach emergency escape and rescue openings below the fourth story above the grade plane. A three (3) foot clear working space shall be provided around the ladder at ground level.
224. **Construction Access** – Prior to combustible construction, a paved all-weather access road/driveway suitable for use by a 20-ton Fire District vehicle shall be installed at locations approved by the Fire District.
225. **Construction Access Utilities** – Prior to combustible construction, all utilities located within the access road and the first lift of the access road pavement shall be installed. A minimum 20-foot clear width shall remain free of obstruction during any construction activities within the development once combustible construction starts.
226. **Turnarounds** – Approved turnaround areas for fire apparatus shall be provided when dead-end Fire Department access roads / driveways exceed 150 feet. Turnaround areas shall not exceed a 5% cross slope in any direction and shall be located within 150 feet of the end of the access road / driveway. Turnaround areas shall not be used for parking and shall be kept free of obstructions at all times. Turnaround areas shall be posted as Fire Lanes in accordance with Fire District Fire Lane Standards.
227. **Parking Prohibited** – The property owner(s) are hereby advised that parking on access roads / driveways and fire department turnarounds is prohibited.
228. **Fire Lanes** – Prior to construction the applicant shall submit two (2) site plans to the Fire District for approval of the location of fire lanes. **Prior to occupancy**, all fire lanes shall be posted “NO PARKING-FIRE LANE-TOW AWAY” in accordance with California Vehicle Code, the International Fire Code and current VCFPD Fire Lane Standards. All signs and or Fire Lane markings shall be within recorded access easements.
229. **Access Road Gates** – Any gates to control vehicle access are to be located to allow a vehicle waiting for entrance to be completely off the intersecting roadway. A minimum clear open width of 15 feet in each direction shall be provided for separate

- entry / exit gates and a minimum 20 for combined entry / exit gates. If gates are to be locked, a Knox system shall be installed. The method of gate control, including operation during power failure (battery back-up), shall be subject to review by the Fire Prevention Division. Gate plan details shall be submitted to the Fire District for approval prior to installation. A final acceptance inspection by the Fire District is required prior to placing any gate into service.
230. **Walkways** – Approved walkways shall be provided from all building openings to the public way or fire department access road / driveway.
231. **Walk and Pedestrian Gates** – If gates are to be locked, a Knox system shall be installed. The method of gate control, including operation during power failure (battery back-up), shall be subject to review by the Fire Prevention Division. Gate plan details shall be submitted to the Fire District for approval prior to installation. A final acceptance inspection by the Fire District is required prior to placing any gate into service.
232. **Address Numbers (Commercial, Industrial, Multi-family buildings)** – Building address numbers, a minimum of ten inches (10") high, shall be installed prior to occupancy, shall be of contrasting color to the background, and shall be readily visible at night. Brass or gold-plated numbers shall not be used. Where structures are set back more than 150 feet from the street, larger numbers will be required so that they are distinguishable from the street. In the event a structure(s) is not visible from the street, the address number(s) shall be posted adjacent to the driveway entrance on an elevated post. Individual unit numbers shall be a minimum of 4 inches in height and shall be posted at the front and rear entrance to each unit. Additional address directional signs may be required at common building entrances and stairways.
233. **Address Directory** – An address directory shall be provided at all entrances to the project at locations approved by the Fire District. Design shall be in accordance with Fire District Addressing Standards. Directory plans shall be submitted to the Fire Prevention Division for review and approval prior to installation.
234. **Address Number Plan** – A plan shall be submitted to the Fire District for review indicating the method in which buildings are to be identified by address numbers.
235. **Accessory Room Door Labeling** – All accessory room doors shall be labeled on the doors indicating use of the room (i.e., Electrical Room, Riser Room, Fire Alarm Panel Inside, Storage Room, Janitor, Roof Access, etc).
236. **Knox Device** – Exterior access leading to fire sprinkler riser rooms and alarm control panels shall be provided with a Knox Box for emergency access.

237. **Door Swing** – All exit doors shall swing in the direction of travel (outwards) when leaving the building.
238. **Panic Hardware** – All exit doors shall be provided with panic hardware when serving A, E, I occupancies with an occupant load of 50 or more persons.
239. **Egress Aisle Clearance** – All required egress aisles shall be maintained clear of obstructions at any time.
240. **Emergency Lighting and Exit Signs** – All emergency lights and exit signs shall be always maintained in an operable condition.
241. **Emergency Planning and Preparedness** – The owner / applicant and all occupants of buildings shall comply with the Fire Department requirements for Evacuation Plans, Drills and training as indicated under The International Fire Code, Chapter 4 “Emergency Planning and Preparedness”, and CCR Title 19 Sec 3.09. All required records and documentation shall be available for review by the Fire Department upon request.
242. **Fire Hydrant Plan** – Prior to construction, the applicant shall submit plans to the Fire District for placement of fire hydrants. On plans, show existing hydrants within 300 feet of the development. Indicate the type of hydrant, number and size of outlets.
243. **Fire Hydrant(s) Required** – Fire hydrant(s) shall be provided in accordance with current adopted edition of the International Fire Code, Appendix C and adopted amendments. On-site fire hydrants may be required as determined by the Fire District.
244. **Fire Hydrant Design (Commercial, Industrial, Multi-family buildings)** – Fire hydrants shall be installed and in service prior to combustible construction and shall conform to the minimum standard of the City of Thousand Oaks Water Works Manual and the following.
- a. Each hydrant shall be a 6-inch wet barrel design and shall have (1) 4 inch and (2) 2 ½ inch outlet(s).
 - b. The required fire flow shall be achieved at no less than 20-psi residual pressure.
 - c. Fire hydrants shall be spaced in accordance with the California Fire Code Chapter 5 and Appendix C.
 - d. Fire hydrants shall be set back in from the curb face 24 inches on center.
 - f. No obstructions, including walls, trees, light and sign posts, meter, shall be placed within three (3) feet of any hydrant.

- g. A concrete pad shall be installed extending 18 inches out from the fire hydrant. Ground clearance to the lowest operating nut shall be between 18 to 24 inches.
245. **Fire Hydrant Installation** – Prior to combustible construction on any parcel, a fire hydrant capable of providing the required fire flow and duration shall be installed and in service along the access road / driveway at a location approved by the Fire District, but no further than 150 feet from the building site. The owner of the combustible construction is responsible for the cost of this installation.
246. **Hydrant Location Markers** – Prior to occupancy of any structure, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire District standards. If the final asphalt cap is not in place at time of occupancy, hydrant location markers shall still be installed and shall be replaced when the final asphalt cap in completed.
247. **Water System Plans** – Plans for water systems supplying fire hydrants and / or fire sprinkler systems and not located within a water purveyor’s easement, shall be submitted to the Fire District for review and approval prior to issuance of grading and/or building permits or signing of Mylar plans, whichever is first. Plans shall reflect only dedicated private fire service lines and associated appurtenances. Plan shall be design and submitted with the appropriate fees in accordance with VCFPD Standard 14.7.2.
248. **Fire Sprinklers** – All structures shall be provided with an automatic fire sprinkler system in accordance with current VCFPD Ordinance at time of building permit application.
249. **Fire Alarm/Sprinkler Monitoring Plans** – Plans for any fire alarm system or sprinkler monitoring system shall be submitted, with payment for plan check, to the Fire District for review and approval prior to installation.
250. **Fire Alarm System** – A fire alarm system shall be installed in all buildings in accordance with California Building and Fire Code requirements.
251. **Fire Extinguishers** – Fire extinguishers shall be installed in accordance with the International Fire Code. The placement of extinguishers shall be subject to review by the Fire District.
252. **Spark Arrester** – An approved spark arrester shall be installed on the chimney of any structure(s).

253. **Fire Code Permits** – Applicant and / or tenant shall obtain all applicable International Fire Code (IFC) permits prior to occupancy or use of any system or item requiring an IFC permit.
254. **Trash Dumpster Locations** – Commercial trash dumpsters and containers with an individual capacity of 1.5 cubic yards or greater shall not be stored or placed within 5 feet of openings, combustible walls, or combustible roof eave lines unless protected by approved automatic fire sprinklers.
255. **Building Plan Review** – Building plans of all A, E, I, H, R-1, R-2 or R-4 occupancies shall be submitted, with payment for plan check, to the Fire District for review and approval prior to obtaining a building permit.
256. **Hazardous Fire Area** – Portions of this development may be in a Hazardous Fire Area and those structures shall meet hazardous fire area building code requirements. Contact the Building Department for requirements.
257. **Hazard Abatement** – All grass or brush exposing any structure(s) to fire hazards shall be cleared for a distance of 100 feet prior to construction of any structure and shall be maintained in accordance with VCFPD Ordinance.
258. **Hazard Abatement** – All grass and brush shall be cleared to a distance of ten (10) feet on each side of all access roads / driveways.
259. **Fuel Modification/Landscape Plans** – Project is located within a Hazardous Fire Area. Fuel Modification Zone (FMZ) and or landscape plans shall be submitted for review and approval to the Fire Prevention Bureau prior to Fire Department final inspection of the building or installation of any landscape, whichever occurs first. Where landscape plans have not been developed prior to a structure being ready for the Fire Department final, the owner may sign an affidavit that plans will be submitted prior to installation. See VCFD Guidelines 416.

POLICE DEPARTMENT

260. **Door Security Hardware** – Exterior double doors shall have an astragal constructed of steel or aluminum a minimum of .125” thick, which will cover the opening between the doors. The attachment of the astragal shall comply with all applicable provisions of the Fire Code. Exterior, outward opening single doors shall have the appropriate type of latch guard installed to prevent the violation of the latch and strike. The latch guard shall be a minimum of .125” thick and extend a minimum of six inches above and below the door latch or deadbolt. Doors utilizing rim and cylinder locks shall have heavy-duty cylinder guards installed. All outward opening exterior doors shall have hinges equipped with non-removable hinge pins or a mechanical interlock (set

screws) to prevent removal of the door from the outside by removing the hinge pins.

261. **Lighting** – Weather and breakage resistant covers shall protect all exterior lighting. Exterior lighting fixtures will be fully enclosed to minimize tampering and breakage. After hours exterior lighting shall provide sufficient illumination to allow viewing of the exterior of the buildings, all pedestrian walkways and patron gathering areas. The use of Light-Emitting Diode (LED) is preferred since LEDs provide superior illumination and color rendition. Adequate lighting (3000+ Kelvin / LED / 3 ft candles / even coverage) is to be provided throughout the property where patrons/residents are anticipated to gather and parking areas as to clearly see persons outside of building surrounds. All lights shall include shielding to prevent light pollution, spillage, and glare to roadways and all surrounding properties not owned and/or controlled by the project owners, including overhead. Project photometrics will be provided to the Thousand Oaks Police Department Community Resource Unit for review and approval. The planned “park” area at the south west corner of the property closest to Lombard St will be adequately lighted as described above during hours of darkness.

262. **Landscaping** – Landscaping shall not cover, nor partially cover any exterior door or window. Landscaping, including trees, will not be placed directly under any overhead lighting that could cause loss of light at ground level. All landscaping will be kept trimmed in order to provide an unobstructed view of the parking areas and building from adjacent streets. The standard CPTED (Crime Prevention through Environmental Design) landscaping rules of “two foot / six foot” shall apply to the property (No shrubbery shall be higher than 2 feet and lower the tree canopy shall not grow below 6 feet). This will reduce concealment areas and keep the area well-lit during darkness hours.

A combination of walls/fencing and thorny vegetation shall be used along the southern property edge. Wall/fence height should be no less than 7 feet. Thorny vegetation should be used on one or both sides of the fence/wall to prevent unauthorized access to the property from Hwy 101 located to the south of the property. Thorny vegetation will dissuade illegal camping along the length of the wall as well. Examples of thorny vegetation include but are not limited to cactus, bougainvillea, Chinese bitter orange, etc.

263. **Address Numbers** – Wall mounted address numbers shall be a minimum of ten inches in height, be of a highly contrasting color to the background on which they are attached, and shall be illuminated from dusk to dawn by a permanent, dedicated light source. All sides of the residential structures will be marked with the main street address for easy viewing from the street level. Map signs of the location will be placed at all vehicular and pedestrian entrances to residential units.

Address numbers shall be mounted in a prominent, non-obstructed location on all sides of the building. All individual unit numbers shall be a minimum of 4” in height.

Unit numbers will be clearly marked on the outside of each residential door, as well as descriptors on those rooms not housing residents (closet, electrical, restroom, etc.). Floor plans of the facility will be displayed in prominent locations inside of any exterior to interior access points to the building. Floor plans of the current floor will be displayed inside stairwells near door access to current floor, as well as outside each elevator opening. Directional signs shall be placed at elevator access points on each level indicating which direction each room number can be located for speed of ingress for emergency personnel.

264. **Utility Rooms and Enclosures** – All exterior utility rooms and enclosures containing electrical and telephone equipment shall be kept locked at all times.
265. **Trash Enclosures** – Exterior trash enclosures shall be kept closed and locked during non-business hours to discourage, loitering, illegal dumping and theft. The site shall be maintained in a neat and clean condition at all times. Litter on the site or any litter scattered to a nearby property, streets, and walkways shall be removed daily. Trash enclosures will be constructed to have outside visibly to reduce the possibility of camping or sleeping in the area.
266. **Video Surveillance System** – Will be required for a 360 degree view around the parking level/areas. Additionally, video surveillance with the same below listed parameters will be required for all roof deck areas and in such positions as to capture vehicles and persons entering and exiting from the parking areas. The video surveillance feed will be made immediately available to the Thousand Oaks Police Department upon request in the event of a major emergency or incident. A phone number to the security company or video surveillance provider will be provided to the Thousand Oaks Police Department upon completion of the project. The surveillance system will be HD quality, have night vision capabilities and be able to retain video data for no less than 30 days.
267. **Emergency Access** – The location will have emergency access for the police and fire department to entrance / exit doors and parking areas via a “Knox Box” or similar security device for all secured exterior doors. A generic code for building access should (if applicable) also be provided to Sheriff’s Dispatch at 805-654-9511. Any code changes need to be provided to Sheriff’s Dispatch within 48 hours.

A detailed floor map of the entire complex including room numbers and street addresses shall be provided to the Sheriff’s Dispatch Advanced Real Time Information Center (ARTIC). For the express use of expediting emergency personnel response to calls for service. These maps are often referred to as a tactical map.

268. **Roof Access** – Roof access must be secured with locking doors or any other mechanism to restrict access for non-public areas. Roof access to the residential area is to be controlled by “keyfob” or any other similar security device. Roof access to public areas will be control at the discretion of the developer.
269. **Retail Stores, Restaurants, and Bar Spaces** – The projected/planned retail, restaurants, bars, and commercial spaces within the project must submit for specific conditions from the Thousand Oaks Police Department Community Resource Unit prior to building alterations or providing goods or services to the public.

The Door Security Hardware, Lighting, Landscaping, and Address Numbers portions of this conditions memorandum shall apply to each of the individual retail/commercial spaces.

270. **Noise and Music** – No amplified music/announcements shall be allowed between the hours of 11 PM and 9 AM.
271. **Other Security Concerns** – The businesses will correct any safety or security concerns upon written notice by the Thousand Oaks Police Department.

The applicant ***shall*** notify a Thousand Oaks Police Department representative (Sergeant or senior deputy of the Community Resource Unit {805-371-8362}) at least one week prior to special entertainment events, which are reasonably anticipated to attract a larger or different patronage.

The Thousand Oaks Police Department also reserves the right to make further comments or conditions related to security or safety after the issuance of occupancy permits, and the applicant will correct any safety or security concerns upon written notice by the Police Department within the time period set forth in any such notice.

272. **Level 1 Parking** – For the residents, will have a motorized gate to limit free and unrestricted access from persons not having business at the location. All exterior openings in the structure's level 1 walls shall be secured with decorative metal grids to minimize unauthorized pedestrian entry. The concrete flooring of the structure shall be rough swirled to prevent skateboarding, rollerblading, etc. The garage area will have emergency access to the gate via a “Knox Box” or similar security device. A generic code for gate access will also be provided to Sheriff’s Dispatch at 805-654-9511. Any code changes need to be provided to Sheriff’s Dispatch ASAP.
273. **Stairwells** – Stairwells leading to additional floors in the enclosed public and non-public areas will either have (1) mirrors, (2) an open stairs concept, (3) half-wall concept or (4) any combination of the aforementioned, to allow the traveler to view up or down to the next floor for the purposes of an increased field of view and reduced

blind spots.

Additionally, any stairwell or doors leading from the public area to any residential area is to be accessed by key-fob, key, punch code or other control device as to restrict access from the general, non-residing public. This includes all exterior doors on the perimeter of the residential portion of the project. The doors will have emergency access via a “Knox Box” or similar security device. A generic code for door access will also be provided to Sheriff’s Dispatch at 805-654-9511 if coded. Any code changes need to be provided to Sheriff’s Dispatch ASAP.

274. **Mailboxes** – If a cluster box is used, it shall be placed in an area conducive to surveillance. A designated location for package delivery shall be established in an area conducive to surveillance. Hub style delivery/pickup locations are suggested. The delivery location shall be used for all packages within size restrictions to prevent packages from being left unattended outside of residences and greatly diminish the likelihood of package theft.
275. **Elevators** – Elevator interiors shall be equipped with mirrors or highly reflective surfaces to allow surveillance of the interior prior to entry, and shall have a minimum interior dimension of 6’ 8” wide x 4’9” deep in order to accommodate a standard sized medical gurney and emergency response personnel.
276. **Signs** – Any signs displayed must be far enough back from the street as to not impede with visibility to traffic. The street address shall be prominently displayed on the sign to assist first responders with identifying the facility. Sign mounted address shall be no less than 5 inches in height, will be of a highly contrasting color to the background on which they are attached, and shall be illuminated from dusk to dawn by a permanent, dedicated light source. Signs of the location will be placed at all vehicular and pedestrian entrances.
277. **Maintenance** – Any and all graffiti, etchings, unauthorized writing/painting/ art shall be removed/abated as soon as practicable, not to exceed 72 hours. Allowing time for police reporting if desired by location management.

EXHIBIT E

GREEN INITIATIVES

In addition to complying with all required California Building Standards Code (currently, California Code of Regulations, Title 24), Owner is also committed to provide the following enhanced features as additional Green Initiative obligations:

- Commitment to provide all-electric central hot water systems.
- Commitment to provide charging stations for E-Bikes and E-Scooters for the project (3 E-Bike and 3 E-Scooter charging locations)

EXHIBIT F

VENTURA COUNTY INCOME LIMITS CHART

2023 Ventura County Income Limits

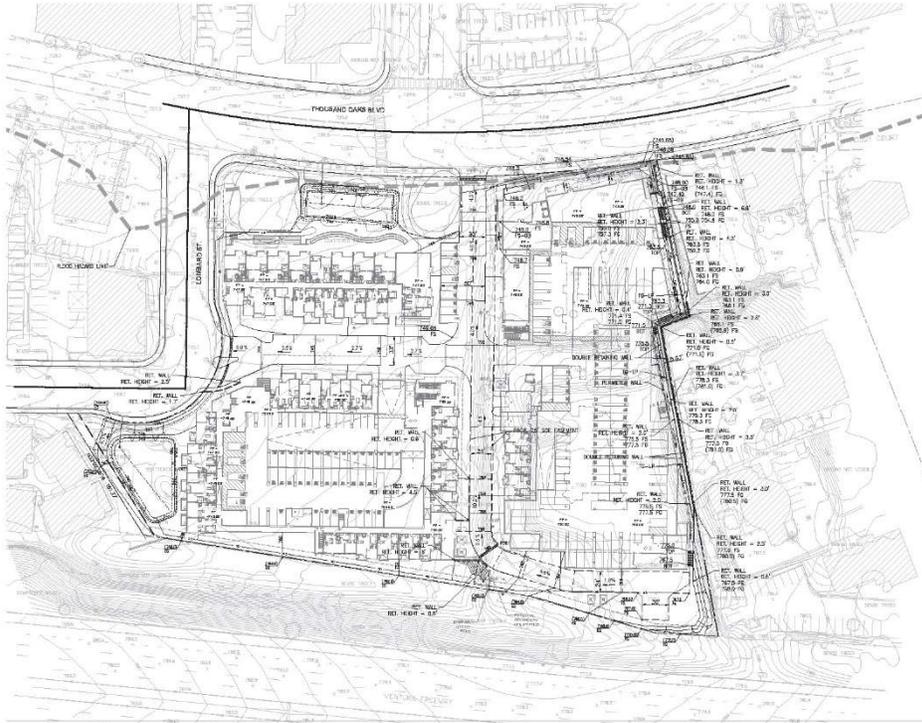
Annual Income	Persons per Household							
	1	2	3	4	5	6	7	8
Acutely Low (15% AMI)	\$ 13,000	\$ 14,850	\$ 16,700	\$ 18,500	\$ 20,050	\$ 21,500	\$ 23,000	\$ 24,500
Extremely Low (30% AMI)	\$ 27,900	\$ 31,900	\$ 35,900	\$ 39,850	\$ 43,050	\$ 46,250	\$ 49,450	\$ 52,650
Very Low (50% AMI)	\$ 46,500	\$ 53,150	\$ 59,800	\$ 66,400	\$ 71,750	\$ 77,050	\$ 82,350	\$ 87,650
Lower (80% AMI)	\$ 74,400	\$ 85,000	\$ 95,650	\$106,250	\$114,750	\$123,250	\$131,750	\$140,250
Median (100% AMI)	\$ 86,450	\$ 98,800	\$111,150	\$123,500	\$133,400	\$143,250	\$153,150	\$163,000
Moderate (120% AMI)	\$103,750	\$118,550	\$133,400	\$148,200	\$160,050	\$171,900	\$183,750	\$195,600

Ventura County Area Median Income (AMI): \$123,500

Source: CA Department of Housing and Community Development (HCD), 2023

EXHIBIT G

CONCEPTUAL UNDERGROUNDING DRAWINGS FROM PROJECT PLAN SET (SCE EXHIBIT _11.27.23, CIVIL CONCEPTUAL UTILITY PLAN SHEET C0.01, CIVIL CONCEPTUAL GRADING AND UTILITY PLAN SHEETS C1.00 AND C2.00)



Architecture + Planning
888.415.5545
ktgy.com

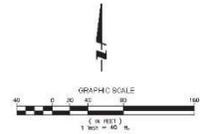
Cherry Tree Capital Partners
1733 Newport Center Dr, Ste 210
Newport Beach, CA, 92660

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1603

FORMAL RESUBMITTAL
FEBRUARY 16, 2024

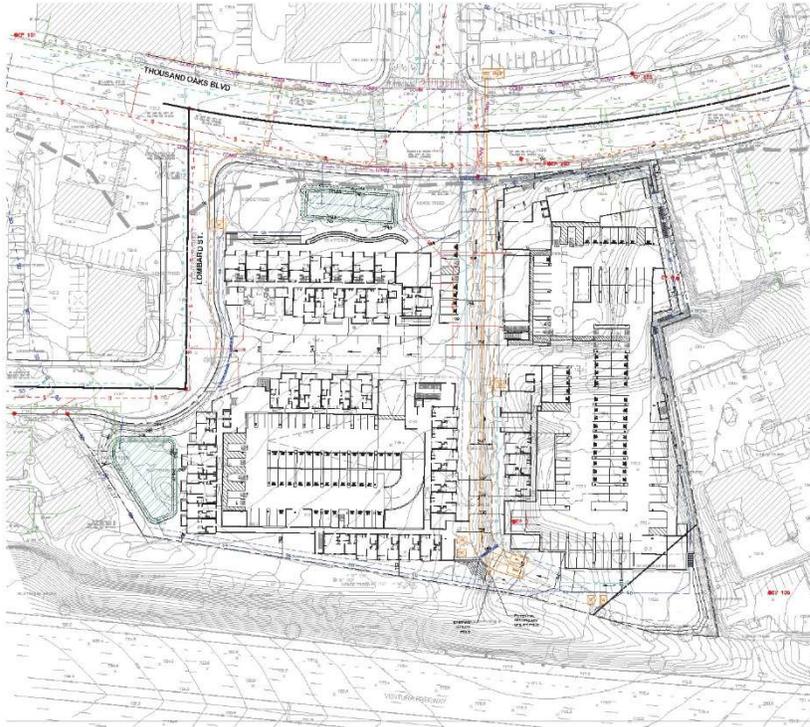


200 H LAKE AVE SUITE 800
FALCON CA 94503
(925) 791-9100
stantec.com



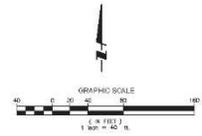
CIVIL
CONCEPTUAL GRADING PLAN

C1.00



LEGEND

PROPOSED CONDUIT	---	100
PROPOSED STORM DRAIN	---	50
PROPOSED SEWER	---	60
PROPOSED WATER	---	4
PROPOSED ELECTRIC	---	4
PROPOSED SET EQUIPMENT	---	---
EXISTING SEWER	---	6
EXISTING WATER	---	4
EXISTING ELECTRIC	---	4
EXISTING FIBER	---	COMB
EXISTING GAS	---	4
EXISTING STORM DRAIN	---	50
PROPOSED SWA EARTH	---	---



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Cherry Tree Capital Partners
130 Mirapoint Centre Dr. Ste. 310
Fremont Street, CA 94539

500 Thousand Oaks Blvd
THOUSAND OAKS, CA 91320-1000

FORMAL RESUBMITTAL
FEBRUARY 16, 2024



CIVIL
CONCEPTUAL UTILITY PLAN

C2.00

