



*Planning Division*

## PLANNING COMMISSION STAFF REPORT

**TO:** Planning Commission

**FROM:** Kathleen Mallory, AICP, Contract Planner

**DATE:** September 4, 2008

**SUBJECT:** Planning and Zoning Permit Nos. 06-620-01 (General Plan Amendment); 06-630-01 (Specific Plan Amendment); 06-570-02 (Zone Change); 06-300-01 (Tentative Subdivision Map for Tract No. 5672); 06-540-01 (Special Use Permit), and 07-670-01 (Development Agreement) for the Vineyard-Ventura Homes project, located at 1801 Vineyard Avenue.

**1) Recommendation:** That the Planning Commission:

- a. Approve Planning and Zoning Permit No. 06-540-01, a special use permit (SUP), subject to certain findings and conditions.
- b. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 06-300-01, a tentative subdivision map for Tract No. 5672, subject to certain findings and conditions.
- c. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 06-620-01 (General Plan Amendment).
- d. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 06-630-01 (Specific Plan Amendment).
- e. Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 06-570-02 (Zone Change).
- f. Conduct a public hearing regarding Planning and Zoning Permit No. 07-670-01 (Development Agreement).

**2) Project Description and Applicant:** The Vineyard-Ventura Homes Project proposes to develop 201 "for-sale" residential units, including 125 two-story condominium cluster homes and 76 two-story, single family detached homes, on 25.4 acres (APNs 179-0-040-170, 179-0-040-180, 179-0-040-585 and 179-0-040-625). The subject site is at the northwest corner of

Vineyard Avenue and Ventura Road addressed at 1801 Vineyard Avenue. The general plan amendment would change the land use designation from Community Commercial to Low Medium Density Residential. An amendment to the Northwest Community Specific Plan (NWCSP) is proposed to eliminate the requirement for a 5,000 square foot community center on the project site and to permit residential uses on the site instead of commercial-oriented uses. A corresponding change to the NWCSP map would designate this site as "Sub-Area 2, Residential". A Zone Change from C-2-PD (General Commercial, Planned Development) to R-2-PD (Low-Medium Density, Planned Development) is also requested. A special use permit for a planned residential group is requested to allow reduced front yard setbacks for all units, reduced rear yard setbacks for specific cluster units and one single family residential lot, and decreased building separation between cluster units. Approval of a Development Agreement by the City Council in cooperation with the adjoining Casden project also under consideration by the Commission, is being requested. In accordance with the California Environmental Quality Act (CEQA), an environmental impact report has been prepared for both the proposed project and the 9.6 acre project to the north, know as Ventura Road Townhomes. The project application was filed by Casden Properties, LLC., 9090 Wilshire Blvd., 3<sup>rd</sup> floor, Beverly Hills, CA 90211.

**3) Existing & Surrounding Land Uses:** The project site is generally flat, with drainage from north to south, with a slight easterly trend. The project site is primarily undeveloped, with the exception of a 4.5-acre portion of the site that includes a private sports field. The Casden Ventura Road Townhomes project is located to the north of the project site. The River Ridge Golf Course and former Santa Clara Landfill are located to the west and northwest of the project site. Ventura Road and Vineyard Avenue border the east and south of the project site, respectively.

The northern portion of the project site is adjacent to the former Santa Clara landfill. The Santa Clara Class III (non-hazardous) waste landfill operated from the 1940's until 1982. The eastern portion of the landfill property operated as a burn pit, while the western portion of the landfill accepted non-hazardous debris and was lined. In August 1992, the Ventura Regional Sanitation District ceased accepting refuse into the Santa Clara Landfill and it was closed in accordance with closure requirements of the Ventura County Environmental Health Division (EHD) and Los Angeles Region of the California Regional Water Quality Control Board (CRWQCB). Since the landfill's closure, methane gas has been generated within the Santa Clara landfill; it is currently pumped from beneath the former landfill facility to prevent offsite migration. Measurements taken in 1997 through 2000 from two gas probes on the "outside" of the methane barrier wall, located adjacent to the northwest boundary of the subject property, did not detect the presence of methane (Ventura Regional Sanitation District, 2000).

Surrounding land uses are described below:

Location	General Plan Land Use Designation	Specific Plan Sub Area/Density and Neighborhood Character	Zoning	Existing Land Use
Project Site	Community Commercial	Community resort Commercial	C-2-PD	Vacant

Location	General Plan Land Use Designation	Specific Plan Sub Area/Density and Neighborhood Character	Zoning	Existing Land Use
North	Commercial Specialized, RS	Sub Area 3, mixed use area, commercial recreation residential PUD subject to future environmental review	C-2-PD	Vacant
South	Residential Low	Sub Area 1, sfd detached 7-8,000 sq. ft. lots	R-1-7-PD	Single family residential, detached
West	Residential Low	River Ridge Golf Course (outside NWCSF area)	R-1-PD	Single family residential, detached
East	Community Commercial	Sub Area 4, sfd detached 8-9,000 sq. ft. lots Sub Area 5, sfd detached 7-8,0000 sq. ft. lots	C-2-PD	Marriott Hotel

**4) Background Information:** The subject property is approximately 25.4 gross acres in size, and is located at the northwest corner of Vineyard Avenue and Ventura Road. Based on the review of historical aerial photographs, historical topographic maps, and interviews, the property was cultivated with row crops as early as 1945 and continued as late as 1984 (California Environmental, 2002). The property has been fallow and undeveloped since 1989.

A 4.5 acre private sports field, used as the Dallas Cowboys training site is located on the westerly portion of the project site. The sports field is situated approximately 450 feet north of Vineyard Avenue and 450 feet west of Ventura Avenue, and consists of a locker room and a sports field area. The City of Oxnard sold the property to Casden in 2006, prior to submittal of the application for the proposed project.

**5) Environmental Determination:** The proposed development is subject to review in accordance with CEQA. In accordance with Section 15060 of the California Code of Regulations, in July 2007 the Planning Division of the City of Oxnard determined that an EIR was required for the Casden development projects, which includes the subject property and the 9.6 acre parcel located to the north of the project site, known as Ventura Road Townhomes. Accordingly, a Notice of Preparation was distributed advising the public and responsible agencies that an EIR would be prepared. CEQA classifies environmental impacts by level of impact, as follows:

- **Class I, Significant and unavoidable** (incapable of being reduced to acceptable levels);
- **Class II, Potentially significant, but mitigable** (avoidable through imposition of mitigation measures which reduce significant impacts to acceptable levels); and
- **Class III, Less than significant** (mitigation measures are recommended but not required).

Based upon the analysis contained in the Draft EIR (DEIR), no impacts were identified as significant and unavoidable (Class 1). The DEIR also concluded that one or more potentially significant but mitigable (Class II) impact(s) would result with the implementation of the proposed projects in the following five impact sections: air quality, hazardous materials, hydrology and water quality, noise, and transportation and circulation. Less than significant (Class III) impacts were identified within the following nine sections: air quality, biological resources, hazardous materials; hydrology and water quality, land use and planning, noise, public services, recreation, and transportation and circulation.

The public review period for the DEIR began on May 30, 2008 and ended July 14, 2008. A public hearing on the DEIR was conducted before the Planning Commission on June 16, 2008. Although not legally required, responses to verbal comments were addressed in the Final EIR (FEIR). The FEIR addresses written comments submitted by the Native American Heritage Commission, Public Utilities Commission, State Office of Planning and Research, Ventura County Public Works Agency, Transportation Department; Ventura County Air Pollution Control District, Ventura County Environmental Health, Venturoeno Chumash Council, Gold Coast Transit, Anthony Murguia, Jean Kirwin, Shirley Crain, and Demetrius Zeigler, of Casden Properties, LLC. As a result of the comments, changes and corrections were made to several DEIR sections that are detailed in the attached FEIR document under Section 13.0 Response to Comments, and Section 14.0 Corrections and Additions. FEIR Section 9.0 Mitigation Monitoring and Reporting Program, illustrates the process for implementing all required mitigation measures (see Attachment B). The Commission's consideration to certify the FEIR is also on the agenda for September 4, 2008.

## 6) **Analysis:**

**a) General Discussion:** The NWCSP land use plan map designates the Vineyard-Ventura Homes parcel as Community/Resort Commercial, and the City's General Plan designates the site as Commercial Community. The existing zoning for the project area is General Commercial Planned Development. With the proposed General Plan Amendment, Specific Plan Amendment and Zone Change, the proposed Vineyard-Ventura Homes project would create 201 residential single family homes, including 125 condominium units, and 76 detached single family homes. The density associated with this project is approximately 8.77 DU/ net acre, with a total common open space area of 215,268 sq. ft. or 21.5% of the net lot area of the site. Density surrounding the project site ranges from 4.0 to 6.8 dus/acre to the south and up to 10 dus/acre to the east. Another proposed Casden development project to the north of the subject site will have a density of approximately 8.77 du/acre.

**b) General Plan/NWCSP Specific Plan Consistency/Amendment Request:** The subject site is located in an NWCSP area known as Sub Area 2 (Exhibit A to NWCSP) which anticipated commercial development in this area to encourage locally servicing commercial activities. In addition, a 5,000 square foot community center was to be dedicated and constructed by the master developer for public use. According to the NWCSP, "development is anticipated to consist of 200,000 to 230,000 sq. ft. of traditional community and resort serving services" (page 8). The applicant is requesting approval of a Specific Plan Amendment to change the use

of Sub Area 2 to residential; therefore, residential development would be permitted on the project site consistent with the SUP for a Planned Residential Group. Section 5 of the NWCSP would be amended to permit residential development consistent with the approved Special Use Permit, for a Planned Residential Group. All of the commercial development standards contained on pages 8-11 of the NWCSP would be deleted. The applicant would be required to comply with the City's Art in Public Places Ordinance.

The project's consistency with the City's General Plan is discussed in detail in Section 4.3.1 of the DEIR, and is summarized below. The applicable General plan Elements that contain policies and objectives applicable to this project are as follows: Land Use Element, Growth Management Element, Housing Element, Community Design Element, and Parks and Recreation Element:

POLICY	DISCUSSION
<p><b>Land Use Element Goals</b></p> <p><b>Goal 1</b> - A balanced community meeting housing, commercial and employment needs consistent with the holding capacity of the City.</p> <p><b>Goal 2</b> - Preservation of scenic views, natural topography, natural physical amenities, and air quality.</p> <p><b>Land Use Element Objectives</b></p> <p><b>Objective 1</b> - Limit the urbanized area of the City and facilitate a permanent greenbelt between Oxnard and neighboring cities.</p> <p><b>Objective 2</b> - Provide a variety of housing types throughout the City.</p> <p><b>Objective 6</b> - Ensure that all new development will be consistent with the Ventura County Air Quality Management Plan and other regional plans.</p>	<p>The proposed project provides a range of housing opportunities, including detached and townhome single family units. Existing and projected infrastructure, including transportation networks, water, wastewater treatment, and solid waste capacity, would accommodate the additional residential development consistent with the City's holding capacity. Therefore, the project is consistent with Land Use Goal #1 and Land Use Objective #2.</p> <p>The proposed residential units would be compatible with the height, mass, and scale of surrounding residential and visitor serving commercial development. No scenic views across the project site would be compromised. The proposed project is consistent with the policies and analysis direction of the Ventura County Air Quality Management Plan, which is ensured by the environmental documentation and review process. Additionally, Mitigation Measure AQ-5, which includes contributions to the Transportation Demand Management (TDM) fund, would reduce impacts on air quality to the maximum extent feasible. Therefore, the project as mitigated is consistent with Land Use Goal #2 and Land Use Objective #6.</p> <p>The proposed project is located on a vacant lot surrounded by developed land, and is situated in an urbanized area of Oxnard. No greenbelts would be impacted by the proposed project. Therefore, the project is consistent with Land Use Objective #1.</p>
<p><b>Growth Management Element Goals</b></p> <p><b>Goal 1</b> - Sensible urban growth based on the ability to provide the necessary governmental services and municipal utilities.</p>	<p>The proposed project area is serviced by City municipal services and utilities, and would not significantly impact the ability of the utility and service providers to meet demand created by the project. Therefore, the project is consistent with Growth Management Goal #1.</p>

POLICY	DISCUSSION
<p><b>Goal 2</b> - Maintain the quality of life desired by the residents of Oxnard.</p> <p><b>Growth Management Element Objectives</b></p> <p><b>Objective 1</b> - Insure that public services and facilities are in place at the time of need or prior to the time new development occur.</p> <p><b>Objective 2</b>- Insure that new development avoids or fully mitigates impacts on air quality, traffic congestion, noise, and resource protection.</p> <p><b>Objective 3</b> - Monitor the pace of growth and development throughout the City to assure achievement of the goals and policies of this 2020 General Plan.</p>	<p>The proposed project would provide a desirable quality of life by increasing local housing opportunities and providing recreational amenities for future residents. The project area is also in close proximity to schools, parks and commercial opportunities, thereby providing for a high quality of life for residents. Therefore, the project is consistent with Growth Management Goal #2.</p> <p>Public services and facilities presently serve the land uses surrounding the project site. Only connections to existing infrastructure would be necessary to provide such services to the proposed project. All public services, including fire and police protection, can adequately support the proposed project at current staff capacity. Therefore, the project is consistent with Growth Management Objective #1.</p> <p>All available and feasible mitigation measures to reduce potential impacts on air quality, traffic, noise, and other resources are incorporated into the proposed project. Therefore, the project as mitigated is consistent with Growth Management Objective #2.</p> <p>The proposed project area is located within an urbanized area of the City of Oxnard, and is considered an infill parcel. Accordingly, the project would not be a catalyst for new surrounding development. Therefore the project is consistent with Growth Management Objective #3.</p>
<p><b>Housing Element Goals</b></p> <p><b>Goal 1</b> - Maintain and improve the quality of existing housing and neighborhoods</p> <p><b>Goal 2</b> - Provide increased opportunities for the construction of quality new housing</p> <p><b>Goal 3</b> - Expand and protect housing opportunities for lower-income households and special needs groups</p> <p><b>Goal 5</b> - Ensure Fair and Equal Housing opportunity</p>	<p>In accordance with Oxnard City Ordinance 2506 and Ordinance 2545, for all new residential single family projects that contain ten or more DU, at least ten percent of the project's DU must be sold or rented to lower income households. Alternatively, the project developer may make a request to the City to pay an in-lieu Affordable Housing Payment to the City's Affordable Housing Fund, or contribute offsite land that is dedicated for affordable housing. The developer will pay in an in-lieu fee to the City's Affordable Housing Fund. The proposed project applicant has requested approval to pay the in lieu fee and therefore, would be consistent with Housing Element Goals #1 through #5.</p>
<p><b>Community Design Element Goals</b></p> <p><b>Goal 1</b> - A unified and high quality visual image for the City.</p> <p><b>Goal 2</b> - A thoughtful and sympathetic relationship between the built environment</p>	<p>Proposed residential land use is compatible with the existing surrounding land uses, which include residences, an extended stay hotel, and a golf course. The proposed single family homes and condominiums would be of similar size, bulk, and scale as the residences located in the surrounding neighborhoods. Further, the proposed</p>

POLICY	DISCUSSION
<p>and the natural environment.</p> <p><b>Community Design Element Objectives</b></p> <p><b>Objective 2</b> - Preserve the visual identity and character of existing neighborhoods.</p> <p><b>Objective 5</b> - Achieve quality architectural and landscape architectural</p>	<p>development would include landscaping that would act as screening of residences from outside public view, and would add aesthetic appeal to the property. The project site does not presently contain substantial natural habitat, and the proposed project would integrate a substantial number of ornamental trees to re-establish the environment disturbed by construction of the proposed project. The project has been reviewed by City of Oxnard's Development Advisory Committee (DAC) four times, and the proposed design meets with DAC's approval. Therefore, the project is consistent with the Community Design Element Goals and Objectives.</p>
<p><b>Parks and Recreation Element Objectives</b></p> <p><b>Objective 2</b> Build sufficient Neighborhood Parks, Community Parks and Special Purpose Facilities to meet the needs of the future residents of the City by the year 2020.</p> <p><b>Objective 5</b> - Determine the ultimate use of the practice field facilities currently used by the L.A. Raiders/[Dallas Cowboys], which occupy almost 4 acres adjacent to the River Ridge Golf Course/Radisson Hotel.</p> <p><b>Objective 6</b> - Reduce overuse of neighborhood parks where possible.</p>	<p>The proposed recreational areas on the site would total approximately 3.5 acres. The future recreational needs of Oxnard residents would also be addressed with enhanced pedestrian parkways on Vineyard Avenue and Ventura Road; no neighborhood park needs were identified for this neighborhood area and therefore, the proceeds from the sale of the City parcel were used to meet citywide recreational needs through the funding of the City's "Sports Park" on the corner of Gonzales Avenue and Oxnard Boulevard. Therefore, the project is consistent with Parks and Recreation Objective #2.</p> <p>The City of Oxnard sold the former private sports field facilities to Casden Developments prior to the applicant's application submittal for the proposed Casden Development Projects and has determined that reuse of the property is appropriate.</p> <p>By providing recreational amenities such as a swimming pool, play yard, tot lot and barbeque area for residents of the proposed project, the residents would have the opportunity to engage in recreational activities within the Project area, which would reduce overuse of other neighborhood City parks. Therefore, the project is consistent with Parks and Recreation Objective #6.</p>

- c) **Conformance with Zoning Development Standards:** With approval of the general plan amendment, specific plan amendment and zone change, the proposed project will be located within the Multiple Family, Planned Development (R-2-PD) zoning district. Applicable development standards of the R-2-PD zone have been compared with the proposed project as follows. Modifications and variations from the Code requirements are shown in italics:

	REQUIREMENT	PROPOSED	COMPLETS
<b>Density</b>	<p>For Lots 1-76 (sfd):  3,500 sq. ft. of lot area per DU  Average width of 50 feet</p> <p>With PD<sup>1</sup>, 2,625 sq. ft. of lot area per DU, average width 37 feet 6 inches</p> <p>For Lots 77-99:  Max 6 per cluster</p>	<p>Lots 1-76:  Minimum lot size 3,411 sq. ft  Average width of 40 feet</p> <p>For Lots 77-99:  Max 6 per cluster</p>	<p>Yes<sup>1</sup> (sfd)</p> <p>Yes<sup>2</sup> (cluster)</p>
<b>Max. building height</b>	<p>25 feet maximum</p> <p>31.25 feet with PD<sup>1</sup>,</p>	<p>For both single family homes and Cluster:  31 feet maximum</p>	<p>Yes<sup>1</sup></p>
<b>Front yard setback</b>	<p>25% of the depth of the lot, not exceed 25 feet.</p>	<p>Minimum 2 feet 6 inches</p>	<p>Yes<sup>2</sup></p>
<b>Side yard setback*</b>	<p>10% of the width of the lot, not be less than three feet and need not exceed five feet in width.</p>	<p>5-feet for single family and 4 feet 3 inches for cluster</p>	<p>Yes</p>
<b>Rear yard setback (property has two rear yards since on a corner)</b>	<p>25% of the depth of the lot, not exceed 25 feet.</p>	<p>Lots 1-76:  Minimum 13 feet 6 inches</p> <p>For Lots 77-99:  Minimum  12 feet 6 inches</p>	<p>Yes<sup>2</sup></p>
<b>Interior Yard Space</b>	<p>At least 30% of the lot area with a minimum dimension of 15 x15 feet.</p> <p>With PD, minimum lot area 22%, with minimum dimensions of 11feet 3 inches x 11 feet 3 inches with PD</p>	<p>Lots 1-76:  Minimum lot area 22%, Minimum dimensions 15 feet x 15 feet.</p> <p>For Lots 77 to 99:  Minimum lot area 15%. Minimum dimensions 11feet 3 inches x 11 feet 3 inches</p>	<p>Yes<sup>1</sup> (sfd)</p> <p>Yes<sup>2</sup> (cluster)</p>

	REQUIREMENT	PROPOSED	COMPLIES
<b>Site access</b>	Min. 20 feet Max. 24 feet	Two ingress and egress points, each with two 20-foot drive isles min. with raised and landscaped median	Yes
<b>Parking lot landscaping</b>	Landscape plan required for parking areas.  Landscape planters are required after every 10 spaces.  Irrigation plans required prior to issuance of building permits.	30 foot wide landscaped pathway on Vineyard Ave, with 8 foot meandering sidewalk.  30 foot wide landscaped pathway on Ventura Road with 12-foot meandering multiuse trail	Yes Yes  Yes, with imposition of conditions of approval
<b>Trash enclosures &amp; transformers</b>	Individual trash receptacles	Individual trash receptacles	Yes
<b>Parking spaces</b>	Lots 1-76 (sfd): 2 garage spaces/DU No visitor spaces required  Lots 77-99 (cluster): 2 garage spaces/DU 30 visitor spaces up to 30 units plus 0.5 thereafter = 78 visitor spaces	2 garage spaces/DU 402 in garages  310 visitor parking spaces	Yes, all within garages  Yes
<b>Attached Dwelling Standards</b>			
<b>Minimum DU Size</b>	1 bedroom: 700 sq. ft.; 2+ bedrooms: 900 sq. ft.	3 - 4 BR 1,900 - 2,600SF	Yes
<b>Building Separation</b>	<i>Equal to the height of the taller structure, or 31 feet in this case</i>	<i>10 feet</i>	<i>Yes, with approval of the SUP<sup>2</sup></i>
<b>Recreational Facilities</b>	DU 12+ units shall provide common recreational facilities with interior yard space areas	Project includes a swimming pool, play yard, tot lot and barbeque area	Yes
<b>Open Area</b>	At least one lawn area of not less than 2,500 sq. ft. and a minimum dimension of not less than 35 feet.	Project includes a 12,686 sq. ft. recreation area Dimension greater than 35 feet in center children's play area 21,320 sq. ft. Play Yard and 18,638 sq. ft. Tot Lot	Yes
<b>Distance from Garage to DU</b>	Maximum distance between garage and DU entry shall be 75 feet.	Each unit will have an attached garage	Yes

	REQUIREMENT	PROPOSED	COMPLETES
<b>Balconies &amp; Patios</b>	All 2-story DU shall have at least one patio or balcony. Minimum dimension of ten feet	All 2-story units will have private yards, min. dimension 11'3" x 11'3"	Yes
<b>Balcony Enclosures</b>	All balconies and patios shall have railings or walls which provide at least 50 % enclosure	All balconies have railings to provide at least 50 % enclosure	Yes
<b>Storage Areas</b>	225 cubic feet for each DU	225 cubic feet minimum for each DU, to be provided in garage area and in the coat closet under the stairs	Yes, with condition of approval
<b>Garages</b>	Automatic door openers & doors must have architectural detail	Automatic door openers & doors have architectural detail	Yes
<b>Utility Meters</b>	Screened or integrated into building design	Utility meters will be located behind side yard fence	Yes

<sup>1</sup> City Code Section 16-271 (B) allows approval of up to a 25% modification in a numerical standard with application of a Planned Development on a project site.

<sup>2</sup> As a planned residential group, the applicant seeks approval for variations to the City Code pursuant to Section 16-445.

**d) Site Design:** The proposed two-story single family homes would be situated in single rows fronting Vineyard Avenue, Ventura Road, and the northerly property boundary. A six-foot six-inch high solid masonry wall is proposed along the southern and eastern perimeter of the development fronting Vineyard Avenue and Ventura Road, and a six-foot high tubular steel fence would be provided around the western and northern perimeter of the development site, with gated openings at the two project entrances, at the fire access gate, and at the project detention basins.

The cluster homes portion of the project would be located primarily on the interior of the site, and would be developed in six-plex configurations. Each cluster would be arranged near a central, landscaped courtyard with open space amenities.

Four detention basins on site will be maintained by the homeowner's association (HOA) for storm water collection and percolation. These basins will be fenced for safety reasons. Units adjacent to the golf course will have open fencing to enjoy views of the River Ridge Golf Course. A portion of the lots on the north will be adjacent to the Casden townhome project also on the Commission's agenda for September 4, 2008.

A total of three park areas totaling 60,207 sq. ft. will provide a variety of recreational amenities on site. The HOA will be response for maintaining these areas. A meandering pathway will provide adequate pedestrian access connections throughout the development. Details of the amenities are discussed further under Subsection H below.

- e) **Circulation and Parking:** Access into the project would occur from Vineyard Avenue and Ventura Road. Each gated ingress and egress point would have a 6-foot high tubular steel auto access gate with a visitor call box, but not a security guard. Entry drive isles into the development are of sufficient width to accommodate by-pass lane. A landscaped median separates the ingress and egress drive isles. Internal roadways are proposed to be private and will be maintained by the HOA. An additional turf block drive to a Fire Access Gate would be located on the southwesterly portion of the project site, adjacent to the Marriott Courtyard Inn. This emergency fire access drive with fire department crash gate will continue to provide emergency access on the westerly portion of the site and provide emergency access for the Marriott Courtyard to the west.

Offsite roadway improvements would involve widening and constructing Vineyard Avenue and Ventura Road along the project site frontages in accordance with the applicable master plan street sections in the Northwest Specific Community Plan standards. These improvements include the following:

- Widening Ventura Road to provide three lanes southbound along the project frontage; and
- Widening Vineyard Avenue to provide two lanes westbound along the project frontage; and
- Building 30-foot parkway widths along Ventura Road and Vineyard Avenue

The project would incorporate the following onsite circulation improvements:

- Modifications to the traffic signal at the Vineyard Avenue/Ventura Road intersection;
- Deceleration lanes at the project entry gates to avoid vehicle stacking in the public right-of-way construction; and
- Landscaping of all proposed streets, including sidewalks, curbs, and associated improvements.

A Traffic Impact Analysis for the proposed project was conducted in January 2008 by Austin-Foust Associates, Inc. (See Appendix E of the DEIR). Based on the Institute of Transportation Engineers (ITE) 2007 trip generation rates of 5.86-trips/DU for the 126 condominium cluster homes and 9.57 trips/DU for the 75 single family detached residences, the proposed project is anticipated to generate 1,456 daily vehicle trips. The Traffic Impact Analysis indicates the following:

- 1,456 daily trips, which include approximately 112 a.m. peak hour trips and approximately 142 p.m. peak hour trips. (Calculation based on Table 3-1 of Appendix E in the EIR. Extrapolated figures for the 126 condo/cluster homes out of the calculations for the condo/townhome land use trip generation (included both Ventura Road townhomes and Vineyard-Ventura Homes.)
- The NWCSF land use plan map designates the Vineyard-Ventura Homes parcel as Community/Resort Commercial, which is a land use that generates significantly more vehicle trips than residential development. The proposed Casden project (including the subject project and the 143 unit Ventura Townhomes project to the north) will

generate 9,085 fewer daily trips, 98 less a.m. peak hour trips, and approximately 778 less p.m. peak hour trips than forecast for the project area in the NWCSP.

- The project traffic does not create a significant impact at any project area intersection, and does not require any project specific traffic mitigation measures. All intersections will operate at the City's minimum acceptable Level of Service (LOS) C during peak hour conditions with the addition of project traffic.
- Under 2030 conditions, all study intersections will continue to operate at an acceptable LOS C during the AM and PM peak hours.

Section 16-622 of the Oxnard City Code requires two garage parking spaces for each detached single family DU (up to five bedrooms) and each cluster DU (two or more bedrooms), and one visitor parking space for each cluster DU for the first 30 units; and 0.5 visitor spaces per unit after the 31st unit. A total of 533 resident parking spaces will be provided (2 spaces per residence), and a total of 310 guest parking spaces will be provided. The proposed project complies with resident and visitor parking requirements contained within the City Code for both the cluster and single family units. Visitor parking spaces will be permitted on the street

f) **Building Design:** The 201 residential units are proposed to be distributed as follows:

<b>Plan Type, Size, and Quantity</b>		
<b>Plan Type</b>	<b>Square Foot/Plan Type (SF)</b>	<b>Unit Quantity</b>
<b>Single Family Detached</b>		
A	2,400 sq. ft.	33
B	2,684 sq. ft.	35
C	3,000 sq. ft.	8
Total		76
<b>Cluster Homes</b>		
A1-A2	1,911 sq. ft.	54
B1-B2	2,042 sq. ft.	36
C1-C2	2,300 sq. ft.	35
Total		125
<b>Total Units</b>		<b>201</b>

The Vineyard-Ventura Homes single family models 'A', 'B' and 'C' floor plans include second floor balconies. The Model 'C' floor plan also would have first floor massing that extends approximately 8 feet beyond the balcony area. Cluster units A1-C1 would have faux patios on some units and smaller second floor patio areas. All units would have roll up garage doors.

Each cluster home will have a private yard area with a minimum dimension of 11.25 feet x 11.25 feet. In order to ensure that enjoyment of the outdoor space is not negatively impacted by vehicular noise on Ventura Road and Vineyard Avenue, the southern and eastern perimeter of the development area is proposed to be enclosed with a six-foot six-inch high solid masonry wall (Attachment C, Sheet L-9).

The project's design consists of three distinct Mediterranean styles, generally described as *French* ("Cottage", "Farmhouse"), *Spanish* ("Old Santa Barbara", "California Vineyard") and *Tuscan* ("Villa"). In order to create buildings that are attractive and appealing from every side, the designs reflect articulated facades from front to back, with detailing on all sides. Alternating front- and side-entry garages and cluster homes with courtyards minimize the dominance of garages directly visible from the street. Cluster homes feature private courtyards, side and back yards.

Design elements include detailed front porches and balconies, S-tile and slate-style roofs. Rustic detail elements include the generous use of brick, iron, wood and overgrout stone. The project design also features a project monument on the northwest corner of Vineyard Avenue and Ventura Road and additional planted monuments at the gated entries. An interior linear park connects all parts of the project via an amenitized pedestrian path leading to the recreation facility. Landscaped public parkways, multi-use paths will provide easy access to the River Ridge golf course. A complimentary blend of natural toned exterior building colors are proposed.

**g) Signs:** In combination with public art and landscaping, project signage will be mounted on a 3-foot tall masonry/stucco monument sign which is proposed on the northwest corner of Vineyard Avenue and Ventura Road. The applicant will be required to obtain planning approval of the signage prior to installation. A sign program is not required.

**h) Open Space and Landscaping:** The project provides private and public recreation space. The code requires that each lot shall provide for interior yard space (IYS) in an area equal to at least 30% of the lot area, and a minimum yard dimension of 15 feet by 15 feet. The majority of single family lots will comply with the area and dimension requirements, with exception of five lots that will have IYS on at least 22% of the lot area, which is within the 25% reduction amount that may be requested with the Planned Development permit. For the cluster homes, this area is proposed to be a minimum of 15% of the lot area, with 11.25 feet x 11.25 feet minimum dimensions. The minimum dimensions for IYS for the cluster homes are within the 25% reduction amount permitted with the Planned Development permit, and a reduction in the minimum lot area for IYS may be requested with a PRG. Three recreational areas totaling 60,207 sq. ft. (approximately 1.38 acres) would offer a variety of amenities throughout the project area. The recreational areas would be accessed by a pathway meandering throughout the development that connects the following:

- Pool and spa, shade trellis, accent stone paving, an entertainment patio with outdoor fireplace, and sitting area adjacent to an arbor and wall fountain directly across from the entry gate off of Vineyard Avenue;
- Passive recreational turf area for sporting activities directly north of this recreational area;
- Additional sitting area, arbor and fountain, and sculpture garden;
- A plaza with small creek and bridge crossing;
- A children's play area "tot lot," sitting areas with arbor, shade trellis and benches; and

- Turf areas for active and passive opportunities.

The applicant will be constructing a 30-foot landscaped parkway along both Ventura Road and Vineyard Avenue. A 12-foot wide multi-use pathway will be constructed along Ventura Road consistent with the City's 2006 Bicycle Master Plan. North of the northerly main entry gate at Stone Creek Road, due to the deceleration land on Ventura Road the landscape pathway will be approximately 18 feet with a 12-foot wide meandering pathway.

- i) **Affordable Housing:** In accordance with City Ordinance Number 2615, either ten percent of the homes in the development would be reserved as affordable housing units, or the project applicant would be required to pay an in lieu fee for affordable housing. The Community Development Commission has not yet granted a request to pay an in-lieu affordable housing fee for the project. If the request is not granted, the affordable units will be required to be constructed on site.
- j) **Drainage:** Proposed site drainage can be accommodated by the existing off-site storm drain systems. Drainage improvements would meet the City of Oxnard requirements and also protect the site from drainage-related damage from up to a 100-year storm event.

The existing Santa Clara River levee is located to the north of the project (adjacent to the Ventura Road Townhomes project site). At the time the Notice of Preparation was circulated on July 12, 2007, the levee was considered sufficient. In May 2008, the Federal Emergency Management Agency (FEMA) released a preliminary study of the Santa Clara River. This preliminary study indicated that portions of the levee along the Santa Clara River may not meet FEMA standards. This preliminary study resulted in the Santa Clara River levee not being provisionally accredited by FEMA. The final Santa Clara River study is expected to be completed within the next 2 years. The developer will be required to comply with the City's requirements of Chapter 18 (Floodplain Management) of the Oxnard City Code. This section requires residential structures to have the finish floor elevated two feet above the base flood elevation.

Concerns have been identified relative to the proposed project's effects on instances of previous flooding around the El Rio Drain outlet at the Santa Clara River and Ventura Road, approximately 2,200 feet north of the Ventura Road Townhomes project site. The drain runs parallel of the Santa Clara River and the railroad tracks toward Wagon Wheel. Ventura Road slopes downward in a southerly direction from a high point approximately 700 feet southwest of the El Rio Drain. Therefore, any storm water runoff generated south of this highpoint on Ventura Road would flow southward and away from the El Rio Drain. Although the proposed project would result in increased impervious areas that could create storm water runoff, all of this generated storm water runoff would be completely intercepted by the local storm drain systems along Ventura Road and Vineyard Avenue in the immediate vicinity of the project site, or it would overflow in a southerly direction to Vineyard Avenue, away from the El Rio Drain. City of Oxnard drainage standards maintain that proposed drainage conditions are not to exceed an offsite runoff rate of existing 10-year storm undeveloped conditions. Therefore, the Vineyard-Ventura Homes project would not contribute any runoff to the El Rio Drain.

- k) Subdivision:** The proposed Tentative Subdivision Map (Tract No. 5672) associated with the Vineyard-Ventura Homes site would create 201 residential single family lots, including 125 condominium cluster home units, and 76 detached single family lots. Street names and common open space areas would also be created with approval of the subdivision. The applicant is in the process of obtaining City approval of the street names.
- l) Development Agreement:** One Development Agreement (DA) for the subject project along with the Casden Townhome project to the north is proposed. The combined DA is contained within Attachment D and addresses the following issues:
- Phasing of the construction of public infrastructure improvements (e.g. streets, sewer, water, etc.) and other public facilities;
  - Payment of Regional Traffic Mitigation Fee;
  - Payment of development impact fees in effect at the time of project approvals;
  - Timeframes for entitlements;
  - Payment of fees for public safety (police and fire);
  - Payment of Affordable Housing In-Lieu Fees;
  - Payment of Quimby and golf course fee;
  - Dedication of land for public purposes along Vineyard Avenue and Ventura Road along the frontage of the Vineyard and Ventura Site for landscaped bicycle and pedestrian facilities; and
  - Participation in a landscaped maintenance district for the maintenance of the landscaped pedestrian and bicycle facilities.
- 7) Development Advisory Committee Consideration:** The Development Advisory Committee (DAC) reviewed this project on April 12, 2006, April 11, 2007, and October 3, 2007, and February 27, 2008. Changes have been made to address DAC's concerns. The DAC recommended conditions are provided in the attached resolution.
- 8) Community Workshop:** The proposed project was reviewed at the June 16, 2008 Community Workshop. The Applicant mailed notices to the Windsor North, Cabrillo, Fremont, Sierra Linda and Windsor North neighborhoods and posted the site for the Community Workshop on June 10, 2008. The majority of the comments were regarding the amount of recreation space, the loss of the existing sports field, the public levy on the Santa Clara River, the number of units proposed and the degree of modifications to the Zoning Ordinance requirements to support the project.
- 9) Appeal Procedure:** In accordance with Section 16-545 of the Oxnard City Code, the Planning Commission's decision may be appealed to the City Council within 18 days.

**Attachments:**

- A. Maps (Vicinity, General Plan, Zoning)
- B. Final Environmental Impact Report No. 06-04 (under separate cover)
- C. Reduced set of project plans
- D. Draft Development Agreement
- E. Special Use Permit Resolution
- F. Tentative Subdivision Map Resolution
- G. General Plan Amendment Resolution
- H. Specific Plan Amendment Resolution
- I. Zone Change Resolution

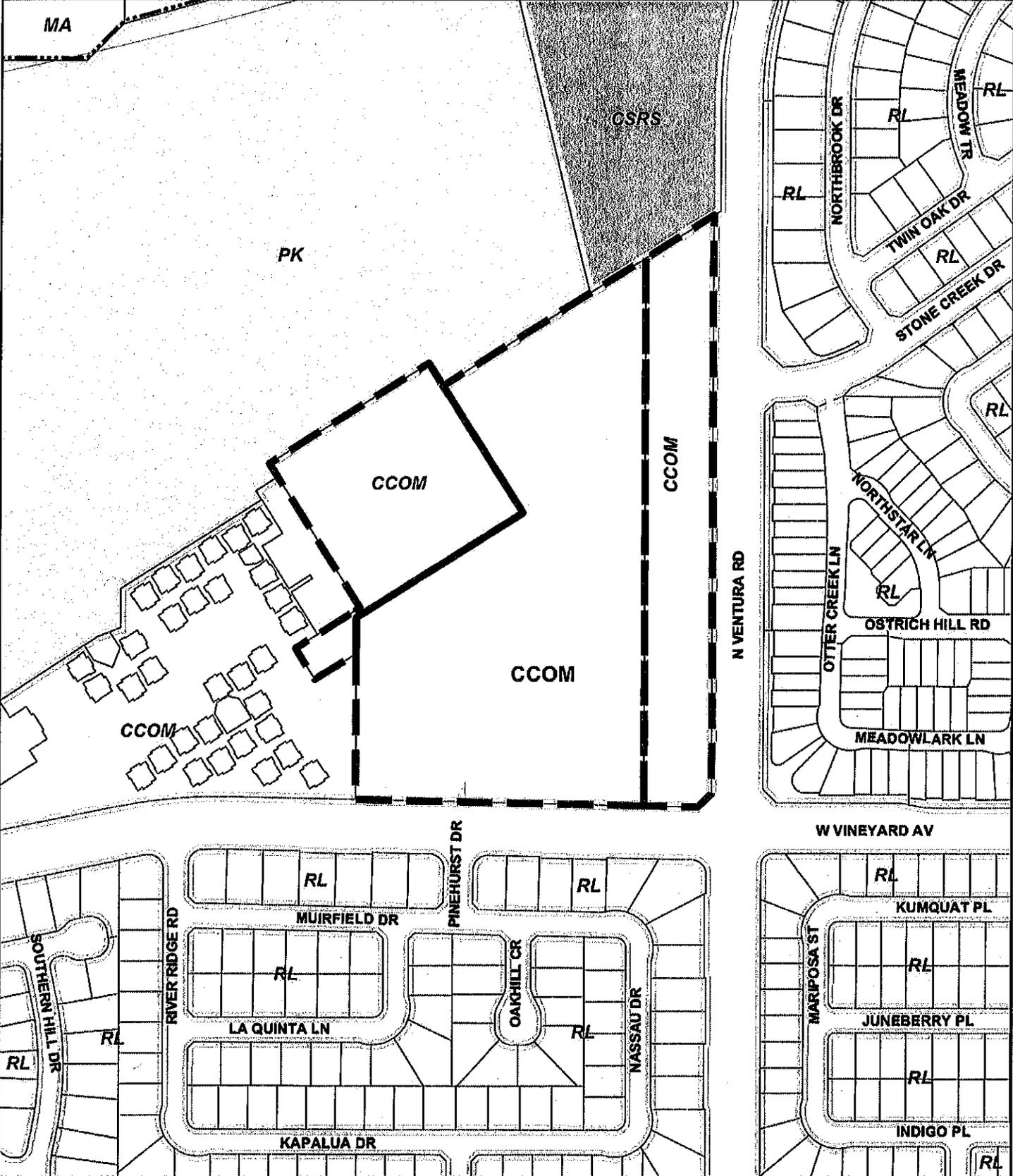
Prepared by: <u>KM</u> KM
Approved by: <u>SM</u> SM

## **ATTACHMENT A.**

**Maps (Vicinity, Aerial, General Plan, Zoning)**



# General Plan Map



PZ 06-620-01, 06-630-01, 06-570-02  
 06-540-01, 06-300-01, 07-650-01  
 Location: 1801 Vineyard Ave  
 APN: 179004062, 179004017, 179004018, 179004058  
 Casden Properties Inc.

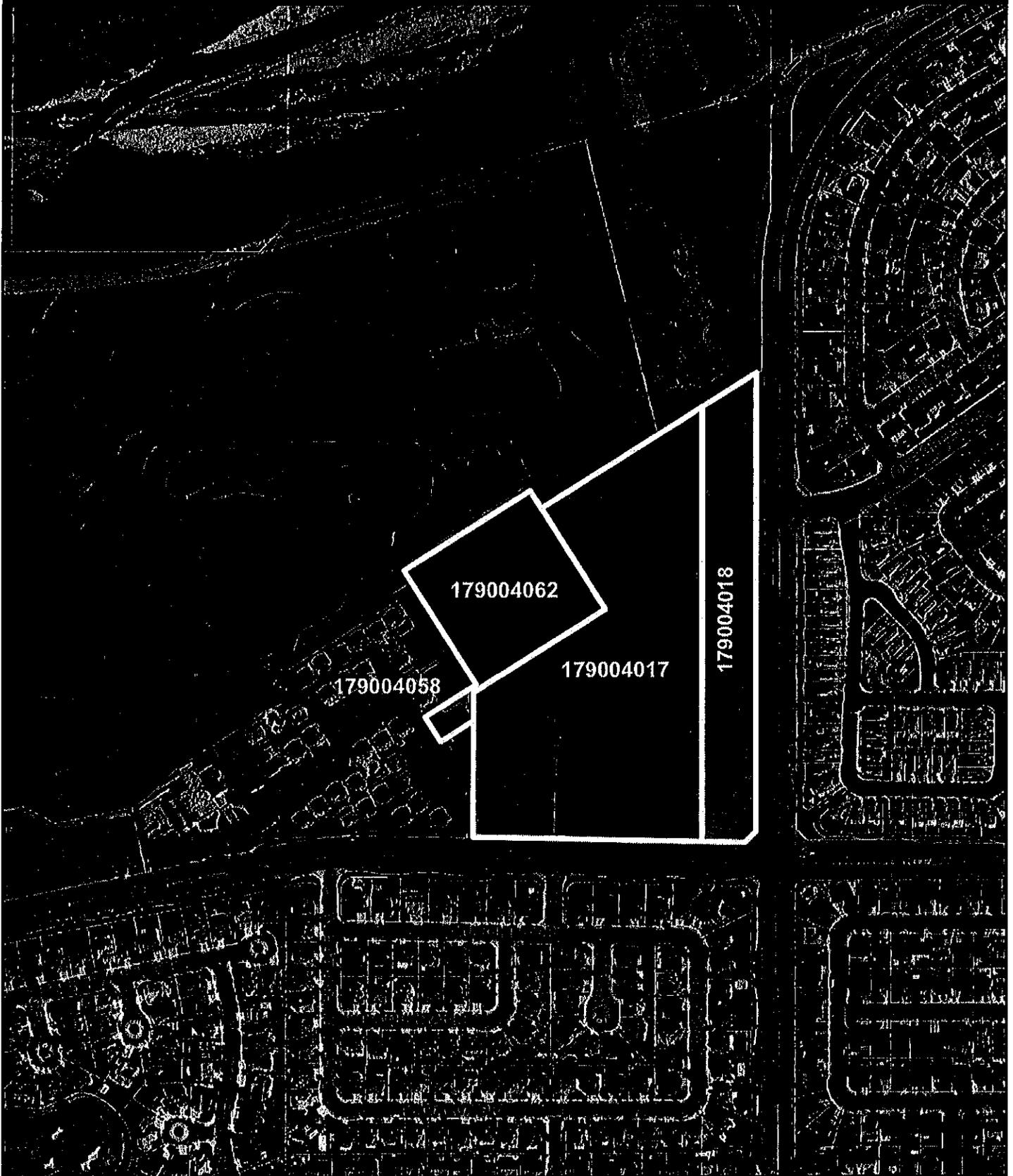
0 75 150 300 450 600 Feet

## General Plan Map



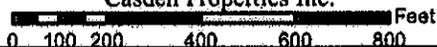
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# Aerial Map



Oxnard Planning  
August 11, 2008

PZ 06-620-01, 06-630-01, 06-570-02  
06-540-01, 06-300-01, 07-650-01  
Location: 1801 Vineyard Ave  
APN: 179004062, 179004017, 179004018, 179004058  
Casden Properties Inc.



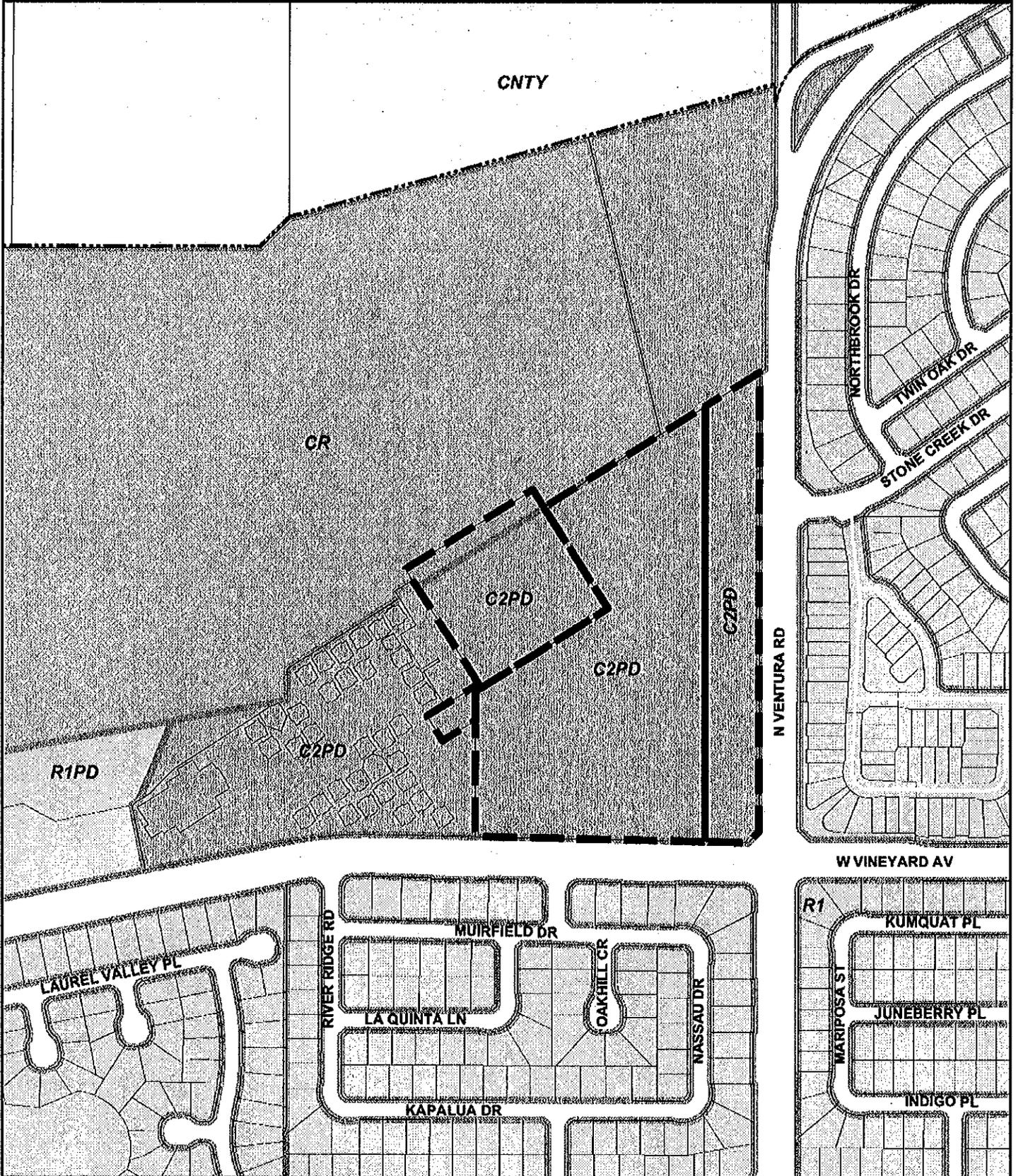
## Aerial Map

2007 Aerial



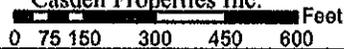
1:4,657

# Zone Map



PZ 06-620-01, 06-630-01, 06-570-02  
 06-540-01, 06-300-01, 07-650-01  
 Location: 1801 Vineyard Ave  
 APN: 179004062, 179004017, 179004018, 179004058  
 Casden Properties Inc.

## Zone Map



1:4,657



Oxnard Planning  
 August 11, 2008

**ATTACHMENT B.**

**Final Environmental Impact Report No. 06- 04  
(Provided under separate cover)**

# **ATTACHMENT C.**

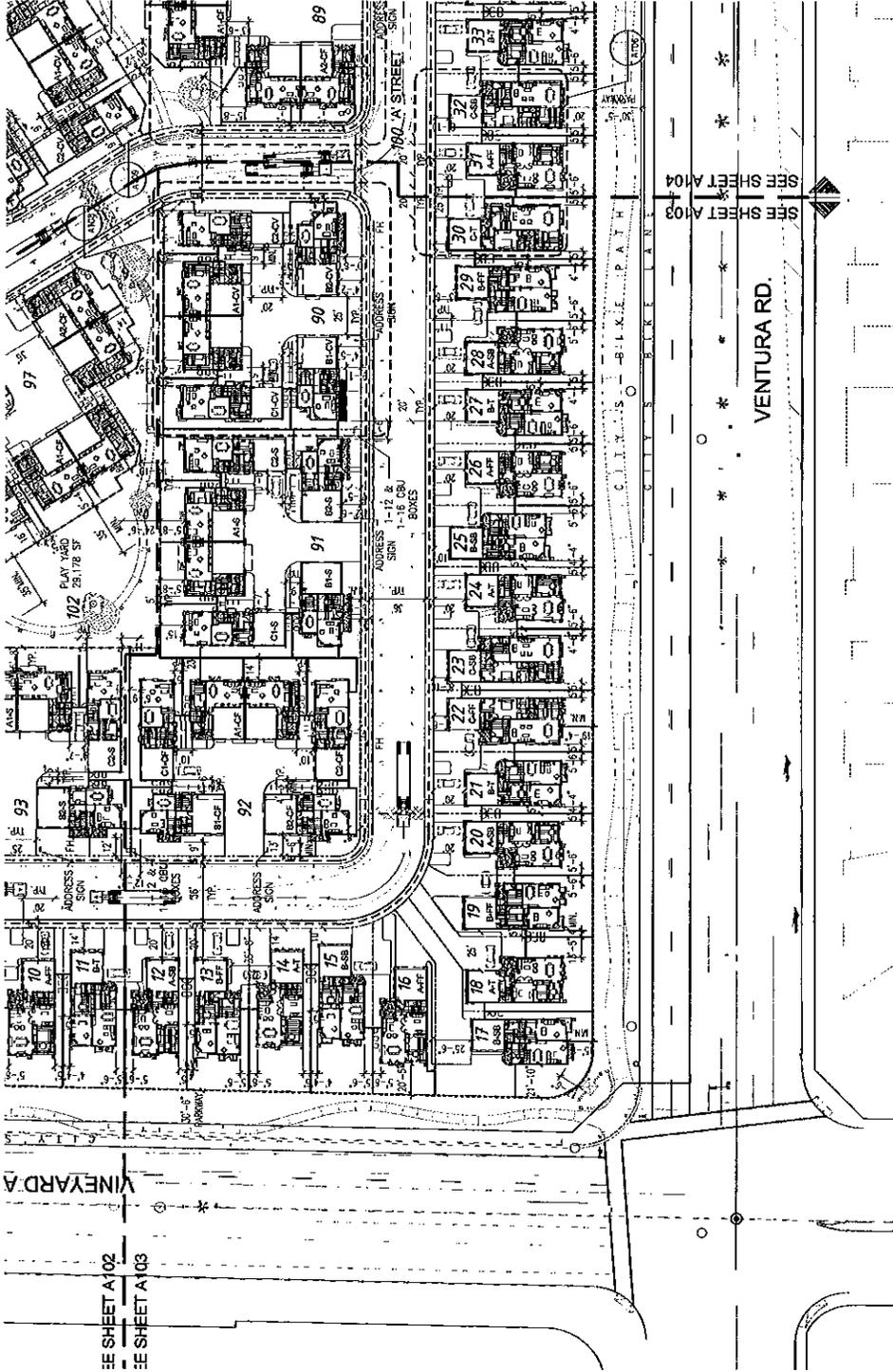
## **Reduced set of project plans**







- LEGEND**
- PH: FIRE HOSEANT
  - : MAILBOX
  - : ADDRESS SIGN, SEE GENERAL NOTES
  - : TRASH RECEPTACLES
  - PK: POSTAL SERVICE ACCESS KEY
  - : ACCESSIBLE PARKING
  - : HANDICAPPED RAMP
  - : ACCESSIBLE PATH
  - : GUEST STALL
  - : 15FT. X 15FT. INTERIOR YARD
  - : 18-30 TRAILER TRUCK TURNING CLEARANCE



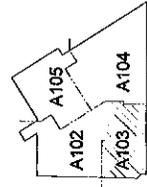
SEE SHEET A 102  
SEE SHEET A 103

SEE SHEET A 104  
SEE SHEET A 108

**BUILDING NAMING CONVENTION:**

- A1-FF-R
- REVERSE
- STYLE
- BUILDING TYPE & ELEVATION (WHEN APPLIED)
- SCALE FAMILY:
- CF - COUNTRY FRENCH
- FR - FRENCH FARMHOUSE
- SI - SPANISH COTTAGE
- TT - TUSCAN VILLA
- CI - CALIFORNIA VINEYARD

**KEY PLAN**



SCALE: 1"=30'-0"  
1"=30'-0"

**ENLARGED SITE PLAN A103**

OXFORD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

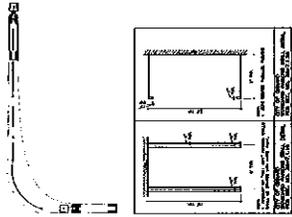
VAN TILBORG  
SOUTHBRIDGE, ILL. AIA  
FOR UNIVERSITY OF CALIFORNIA  
SCHOOL OF ARCHITECTURE  
1000 UNIVERSITY AVENUE  
DAVIS, CA 95616-8700

SUBMITTAL JULY 6, 2008 822708



**LEGEND**

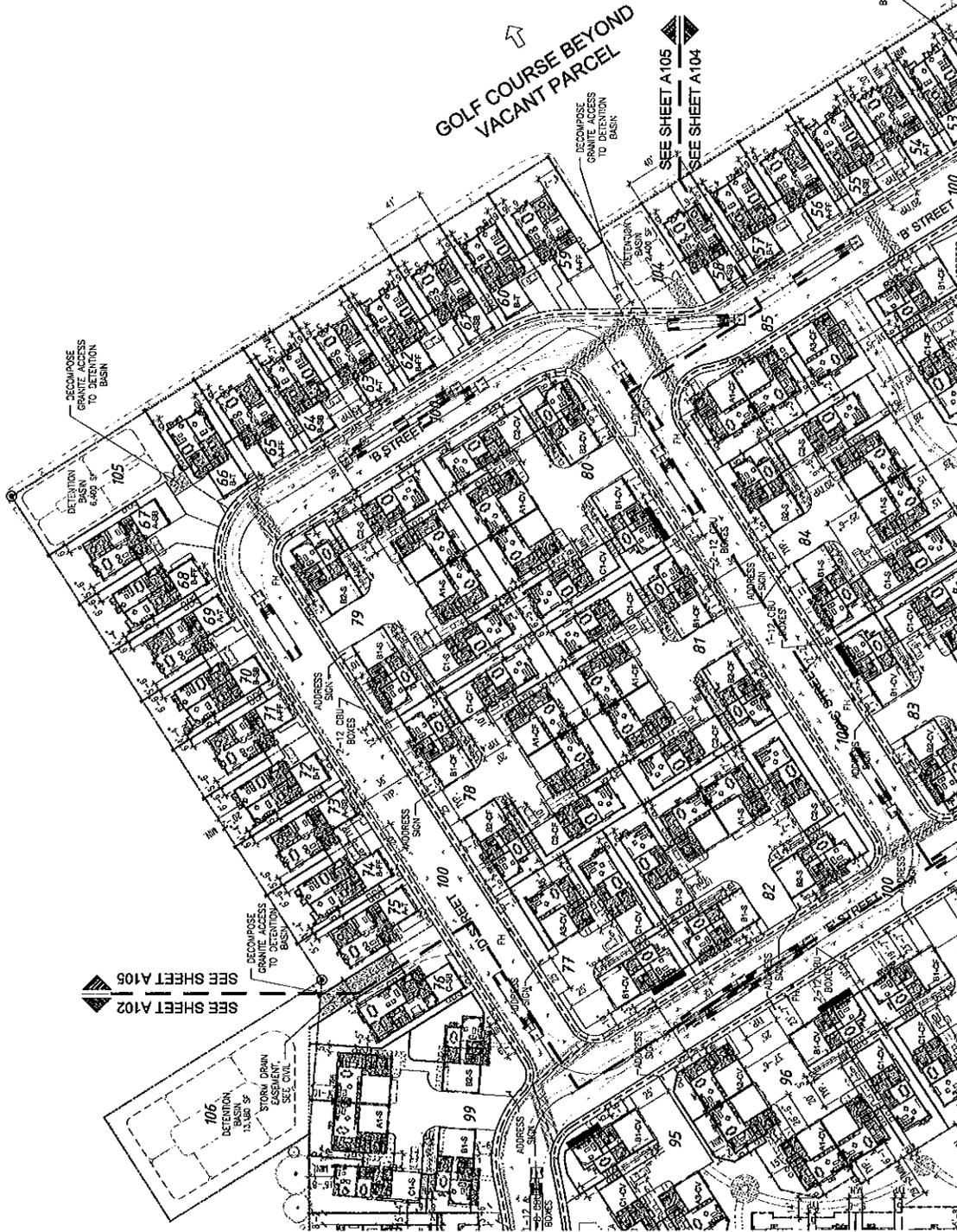
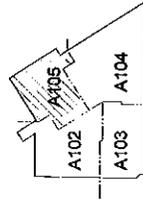
- ▭ FENCE
- ▭ MAILBOX
- ▭ ADDRESS SIGN, SEE GENERAL NOTES
- ▭ TRASH RECEPTACLES
- PK POSTAL SERVICE ACCESS KEY
- ▭ ACCESSIBLE PARKING
- ▭ HANDICAPPED RAMP
- ACCESSIBLE PATH
- GUEST STALL
- 15FT X 10FT INTERIOR YARD
- 15FT X 10FT TRUCK TURNING CLEARANCE



**BUILDING NAMING CONVENTION:**

- A1 - FF - R
- REVERSE
- STAIR
- BUILDING TYPE & LOCATION (WHERE APPLICABLE)
- CLUSTER:
- CF - COUNTRY/FRENCH
- FR - FRENCH/RANCHOUSE
- SI - OLD SANTA BARBARA
- T - TUSCAN VILLA
- SI - OLD SANTA BARBARA
- S - SPANISH COTTAGE
- CV - CALIFORNIA VINEYARD

**KEY PLAN**



SCALE: 1"=30'-0"



**ENLARGED SITE PLAN A105**

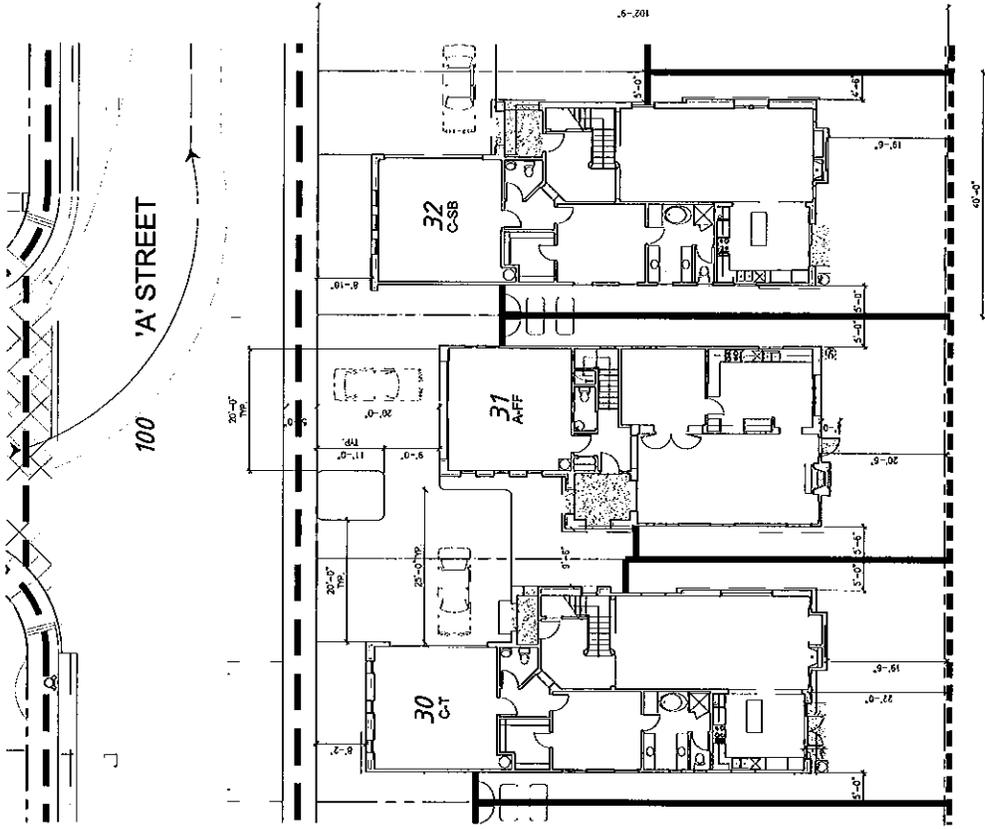
YAN TILBURG  
 ARCHITECT  
 2000 W. 10TH STREET  
 SUITE 100  
 OXNARD, CALIFORNIA 93030  
 TEL: (805) 461-1111  
 FAX: (805) 461-1112

9050 Wishare Blvd., Beverly Hills, CA 90211 - (310) 274-6553

for CASDEN PROPERTIES LLC

OXNARD, CALIFORNIA

SUBMITTAL, JULY 4, 2008 422108

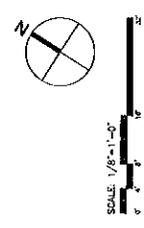
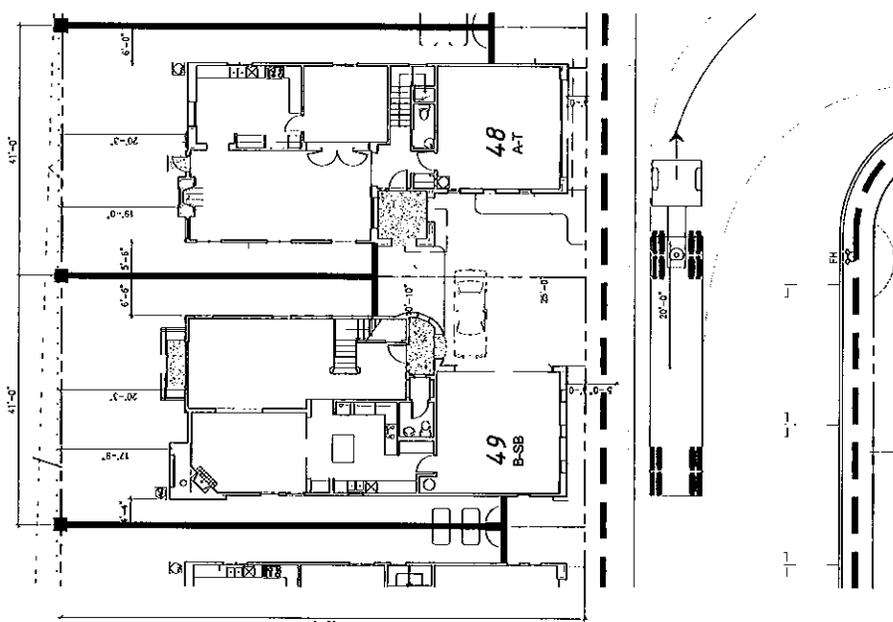


SINGLE FAMILY ENLARGED SITE PLAN - VIEW 1 A106

VAN TILBING  
SODERBERG, AIA  
THE ARCHITECTS  
1000 UNIVERSITY AVENUE  
SUITE 1000  
SAN FRANCISCO, CA 94103  
TEL: 415.774.1000

for CASDEN PROPERTIES LLC 9060 Washire Blvd., Beverly Hills, CA 90211 - (310) 274-5563

OXFORD, CALIFORNIA

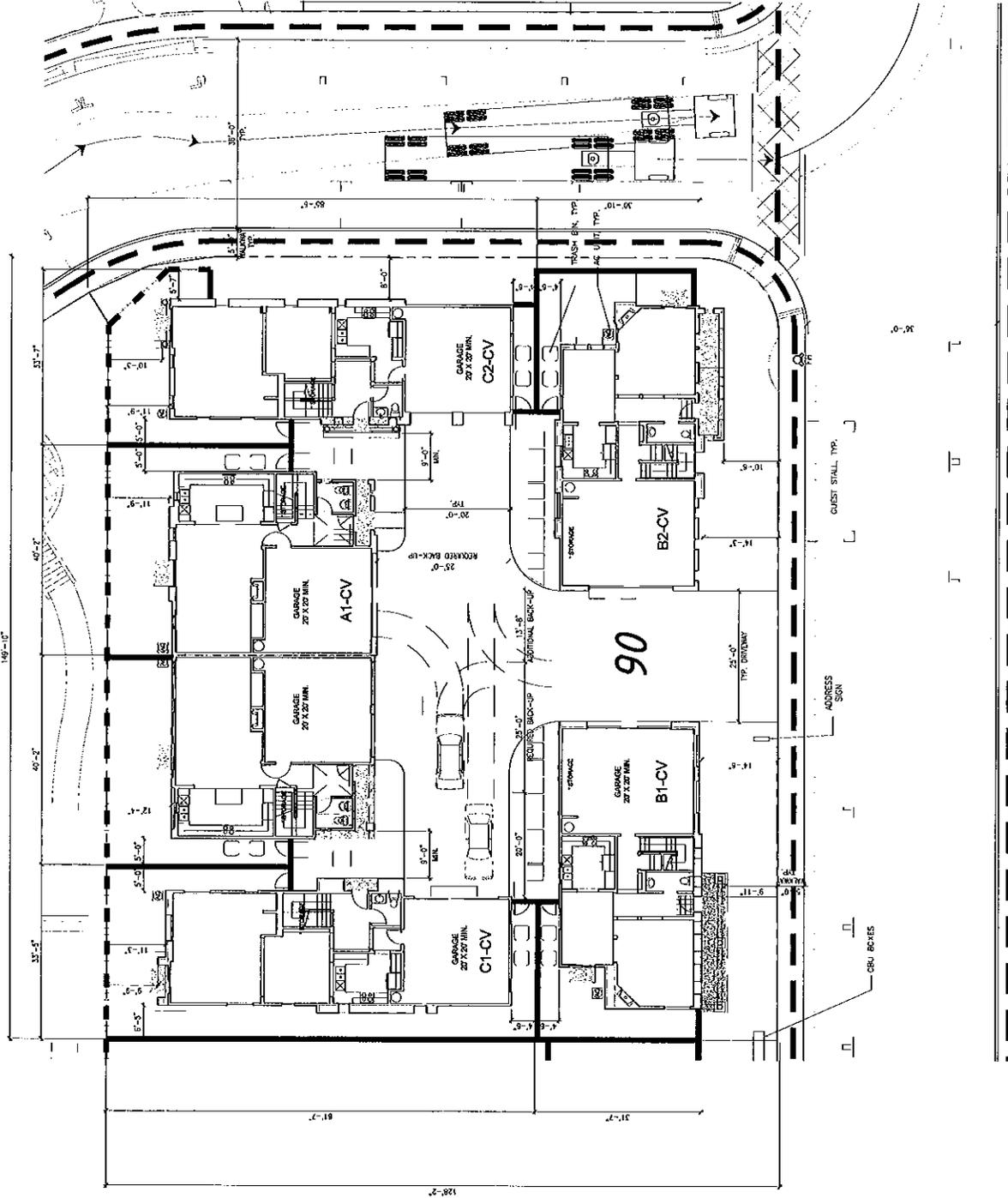


SINGLE FAMILY ENLARGED SITE PLAN - VIEW 2 A107

VAN TILBURG  
MANFRED &  
PODSCHER, AIA  
REGISTERED ARCHITECTS  
10000 WILSON BLVD., SUITE 100  
LOS ANGELES, CA 90024  
TEL: 310.207.1100 FAX: 310.207.1101

for CASDEN PROPERTIES LLC 9990 Vistaire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

OXNARD, CALIFORNIA



**BUILDING SUMMARY**

UNIT	QTY.	AREA
A	2	1,911 SF
B	2	2,042 SF
C	2	2,300 SF
<b>TOTAL</b>		<b>6</b>

SEE SHEET A204 FOR FLOOR AREA  
**CLUSTER BUILDING ENLARGED SITE PLAN - VIEW 1 A108**

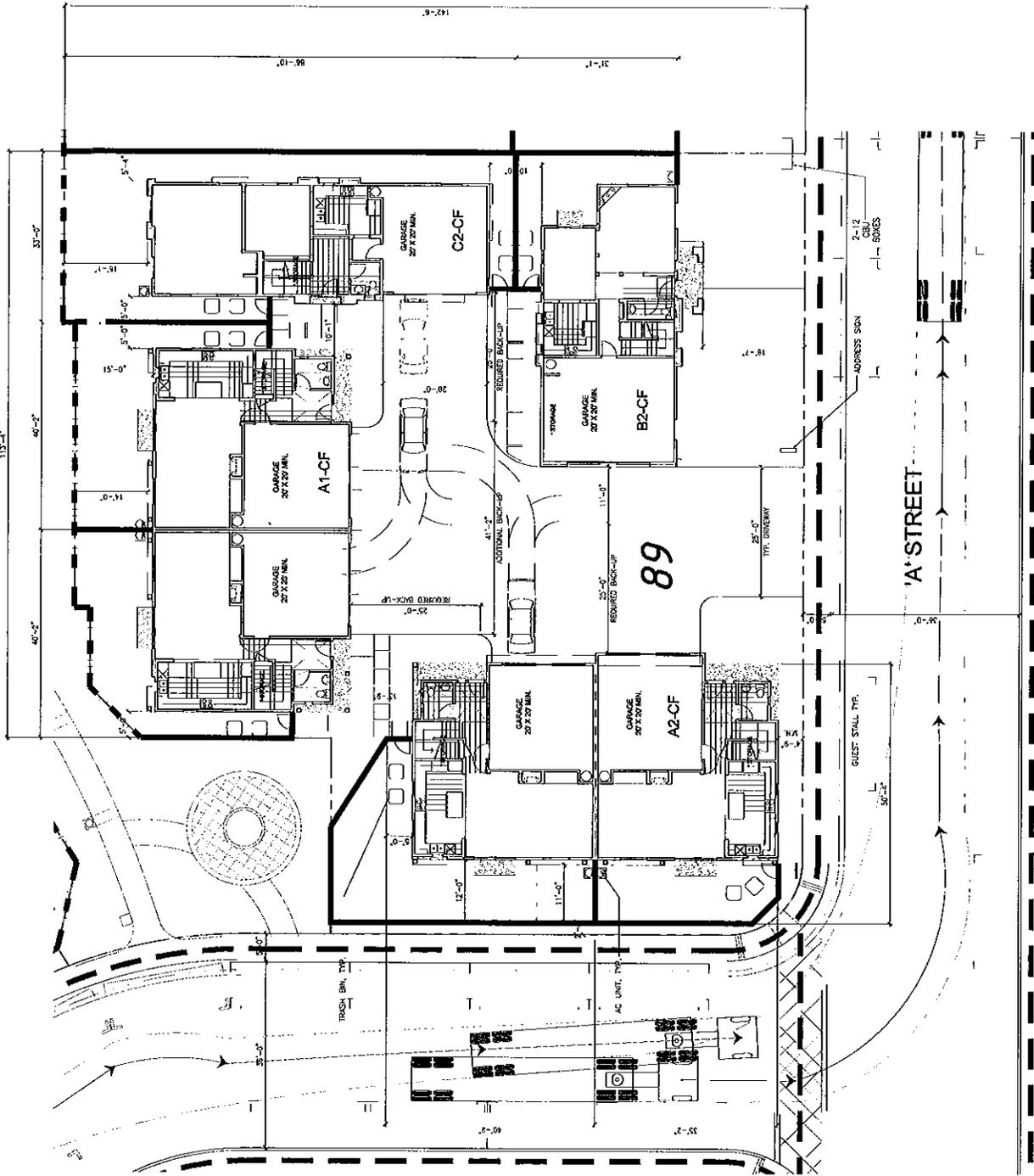


**for CASDEN PROPERTIES LLC**  
 9090 Wilshire Blvd., Beverly Hills, CA 90211 • (310) 274-5553



\*ZONING - STORAGE: MIN. 225 CUBIC FEET OF STORAGE AREA PER UNIT. MAY BE INCLUDED IN GARAGE AREA, BUT MAY NOT INTRUDE INTO MIN. GARAGE DIMENSIONS

OXNARD, CALIFORNIA



\* ZONING - STORAGE : MIN. 225 CUBIC FEET OF STORAGE AREA PER UNIT. MAY BE INCLUDED IN GARAGE AREA, BUT MAY NOT INTRUDE INTO MIN. GARAGE DIMENSIONS



SCALE: 1/8" = 1'-0"

OXNARD, CALIFORNIA

for CASDEN PROPERTIES LLC

9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

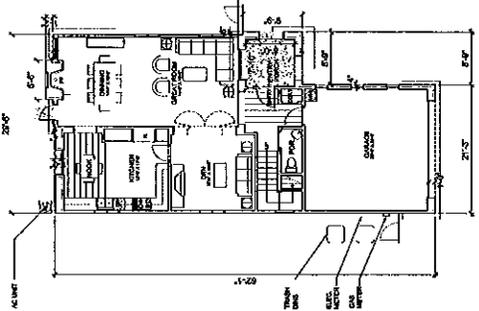
SEE SHEET A204 FOR FLOOR AREA  
ENLARGED SITE PLAN - 6 PLEX CLUSTER BUILDINGTYPE II A109

BUILDING SUMMARY

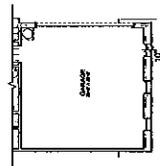
UNIT	QTY.	AREA
A	4	1,911 SF
B	1	2,042 SF
C	1	2,300 SF
<b>TOTAL</b>	<b>6</b>	

YAN TILBURG  
MANAGED &  
DESIGNED  
INTERNATIONAL ARCHITECTS  
ARCHITECTS  
10000 Wilshire Blvd., Suite 1000  
Beverly Hills, CA 90211

LOCATION  
LOCATION  
PLAN TITLE



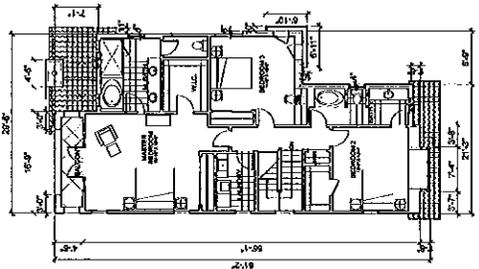
1ST FLOOR PLAN  
FRONT GARAGE ENTRY



1ST FLOOR PLAN  
SIDE GARAGE ENTRY

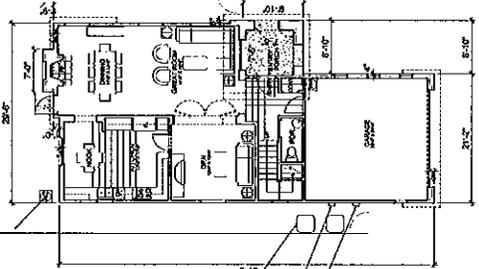
TUSCAN VILLA STYLE

LOCATION  
LOCATION  
PLAN TITLE

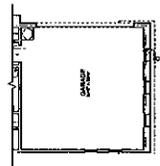


2ND FLOOR PLAN

LOCATION  
LOCATION  
PLAN TITLE



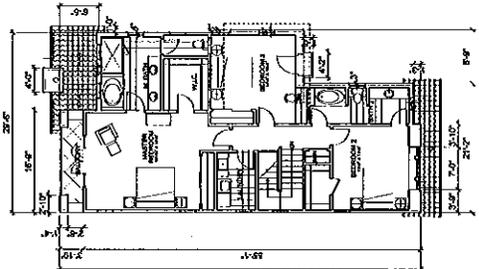
1ST FLOOR PLAN  
FRONT GARAGE ENTRY



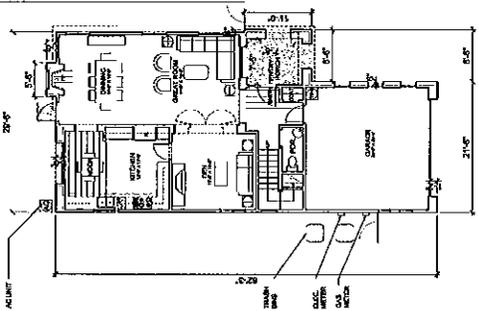
1ST FLOOR PLAN  
SIDE GARAGE ENTRY

OLD SANTA BARBARA STYLE

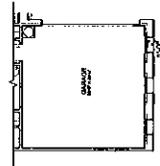
LOCATION  
LOCATION  
PLAN TITLE



2ND FLOOR PLAN

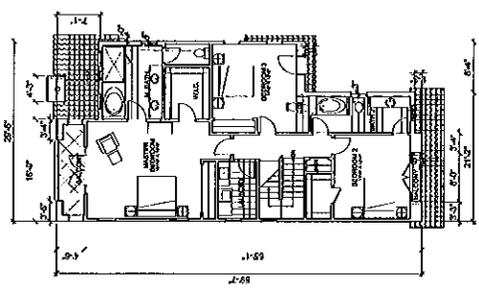


1ST FLOOR PLAN  
FRONT GARAGE ENTRY



1ST FLOOR PLAN  
SIDE GARAGE ENTRY

FRENCH FARMHOUSE STYLE



2ND FLOOR PLAN

PLAN A SUMMARY

1ST FLOOR	1,100 SF
2ND FLOOR	1,300 SF
TOTAL	2,400 SF

SINGLE FAMILY HOME - PLAN A **A201**

VAN TILBURG  
SUSAN L. VAN TILBURG, AIA  
1700 MARINATA FARMBLVD  
OAKLAND, CA 94612  
PHONE: 510.762.1000

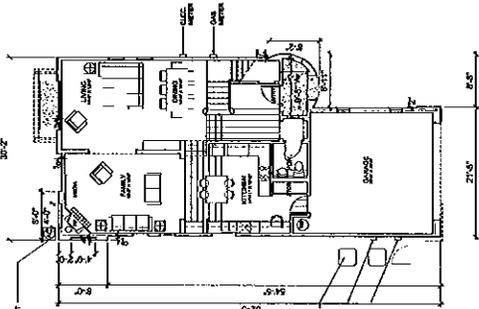
for **CASDEN PROPERTIES LLC** 9090 Wilshire Blvd., Beverly Hills, CA 90211 • (310) 274-5553

OXNARD, CALIFORNIA

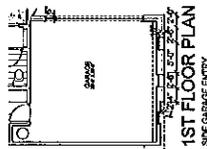


SUBMITTAL: 03/11/2008 02:00

FOR FINISH  
SEE SHEET  
SCHEDULE  
PART 11



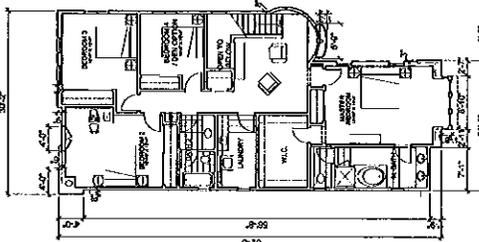
1ST FLOOR PLAN  
FRONT GARAGE ENTRY



1ST FLOOR PLAN  
SIDE GARAGE ENTRY

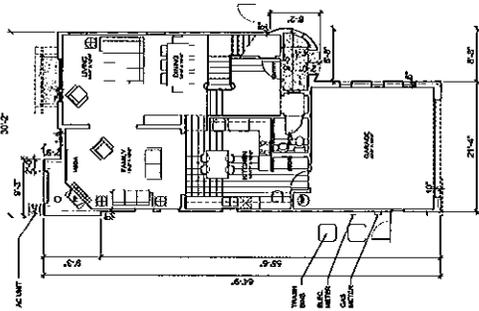
TUSCAN VILLA STYLE

FOR FINISH  
SEE SHEET  
SCHEDULE  
PART 11

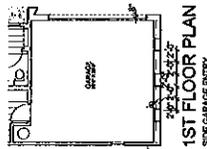


2ND FLOOR PLAN

FOR FINISH  
SEE SHEET  
SCHEDULE  
PART 11



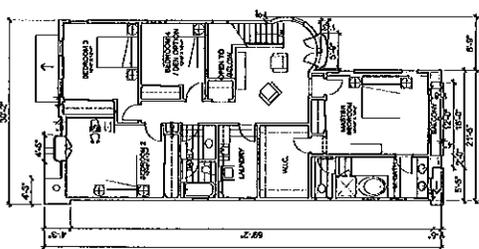
1ST FLOOR PLAN  
FRONT GARAGE ENTRY



1ST FLOOR PLAN  
SIDE GARAGE ENTRY

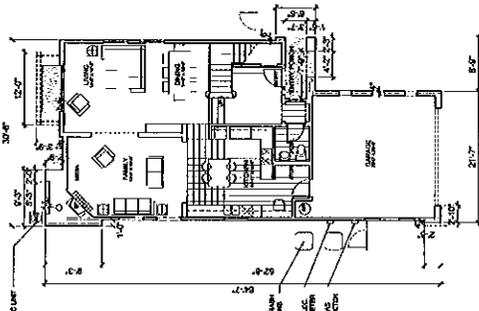
OLD SANTA BARBARA STYLE

FOR FINISH  
SEE SHEET  
SCHEDULE  
PART 11

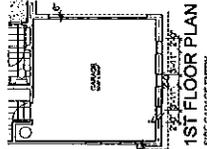


2ND FLOOR PLAN

FOR FINISH  
SEE SHEET  
SCHEDULE  
PART 11



1ST FLOOR PLAN  
FRONT GARAGE ENTRY



1ST FLOOR PLAN  
SIDE GARAGE ENTRY

FRENCH FARMHOUSE STYLE

PLAN B SUMMARY	
1ST FLOOR	1,151 SF
2ND FLOOR	1,533 SF
TOTAL	2,684 SF

SINGLE FAMILY HOME - PLAN B A202

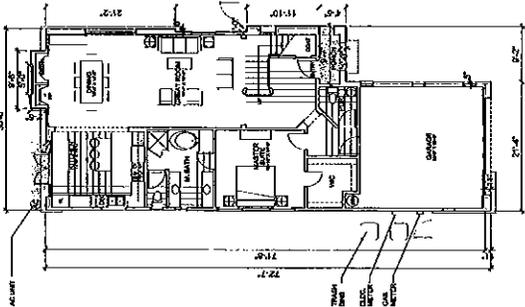


for CASDEN PROPERTIES LLC

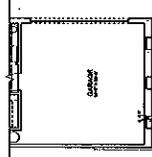
OXNARD, CALIFORNIA



FOR RECORD  
 NOT TO SCALE  
 SEE ARCHITECT'S  
 PLAN TITLE



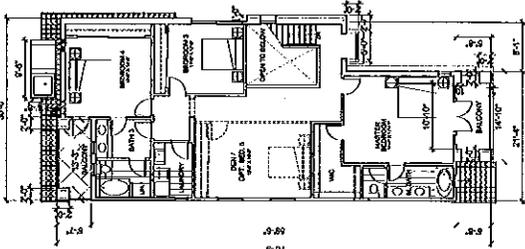
2ND FLOOR PLAN  
 FRONT GARAGE ENTRY



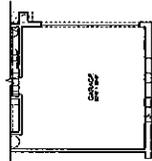
1ST FLOOR PLAN  
 SIDE GARAGE ENTRY

TUSCAN VILLA STYLE

FOR RECORD  
 NOT TO SCALE  
 SEE ARCHITECT'S  
 PLAN TITLE



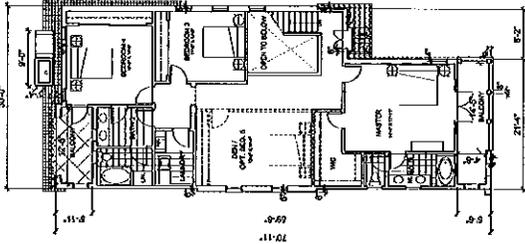
2ND FLOOR PLAN  
 FRONT GARAGE ENTRY



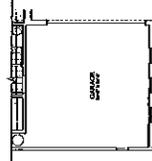
1ST FLOOR PLAN  
 SIDE GARAGE ENTRY

OLD SANTA BARBARA STYLE

FOR RECORD  
 NOT TO SCALE  
 SEE ARCHITECT'S  
 PLAN TITLE

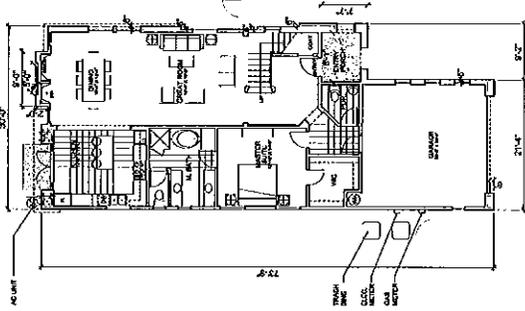


2ND FLOOR PLAN  
 FRONT GARAGE ENTRY

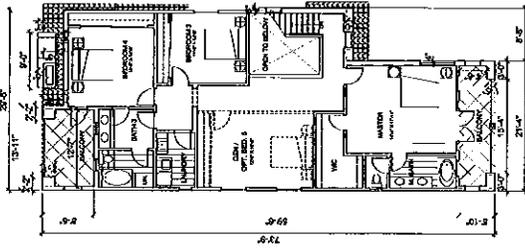


1ST FLOOR PLAN  
 SIDE GARAGE ENTRY

FRENCH FARMHOUSE STYLE



1ST FLOOR PLAN  
 FRONT GARAGE ENTRY



2ND FLOOR PLAN

PLAN C SUMMARY

1ST FLOOR	1,450 SF
2ND FLOOR	1,550 SF
TOTAL	3,000 SF

SINGLE FAMILY HOME - PLAN C A203



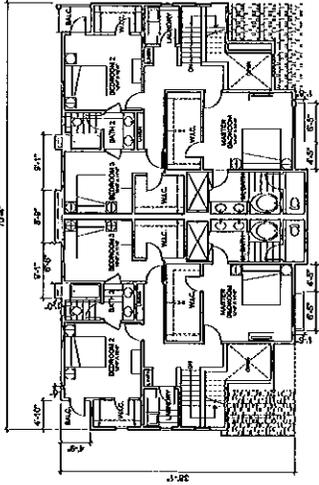
VAN TILBURG  
 SAWARD &  
 ASSOCIATES, INC.  
 ARCHITECTS  
 1700 UNIVERSITY AVENUE, SUITE 100  
 BERKELEY, CA 94704  
 (415) 841-1100



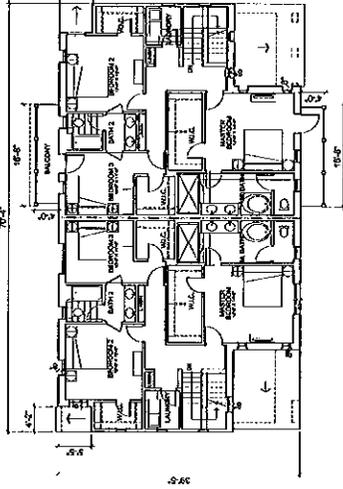
for CASDEN PROPERTIES LLC

OXNARD, CALIFORNIA

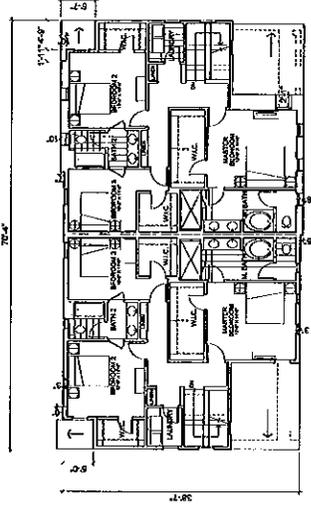
9090 Westshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553



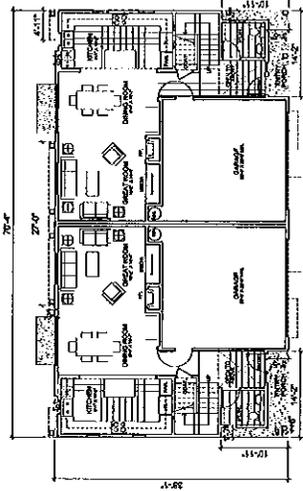
2ND FLOOR PLAN



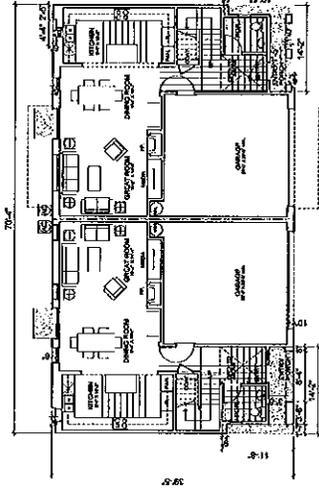
2ND FLOOR PLAN



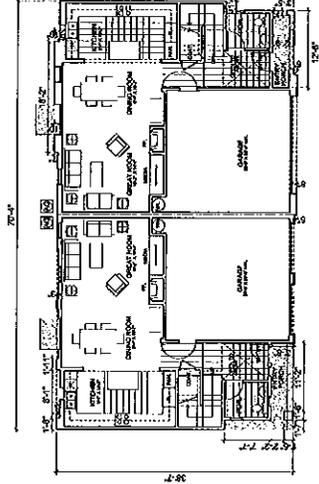
2ND FLOOR PLAN



1ST FLOOR PLAN  
A1 COUNTRY FRENCH



1ST FLOOR PLAN  
A1 SPANISH COTTAGE



1ST FLOOR PLAN  
A1 CALIFORNIA VINEYARD

**BUILDING SUMMARY**

PLAN A	831 SF
1ST FLOOR	1,080 SF
2ND FLOOR	1,911 SF
TOTAL	3,822 SF

CLUSTER HOME - PLAN A1 **A204**

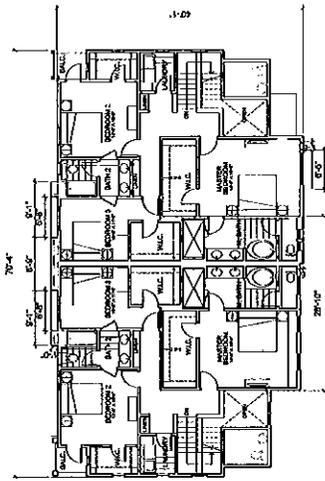


9030 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

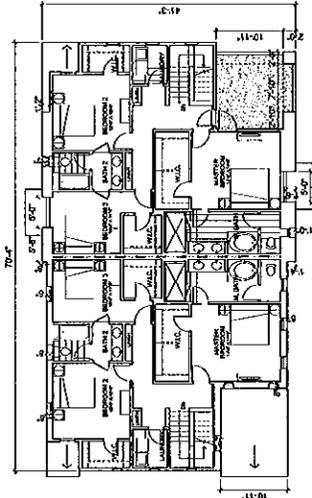
OXNARD, CALIFORNIA for **CASDEN PROPERTIES LLC**

OXNARD, CALIFORNIA

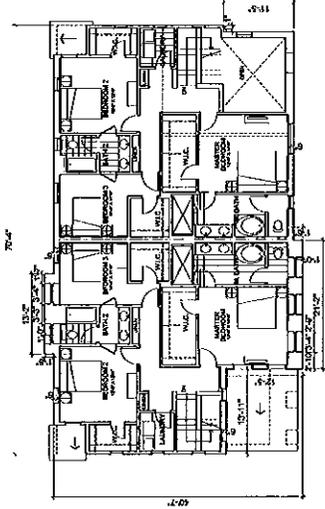
SUBMITTAL: JULY 8, 2018 8:22:08



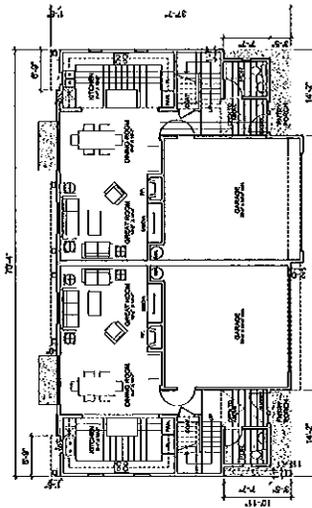
2ND FLOOR PLAN



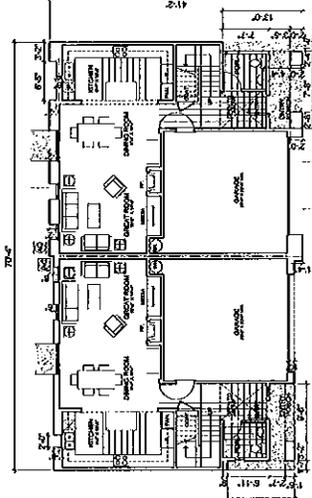
2ND FLOOR PLAN



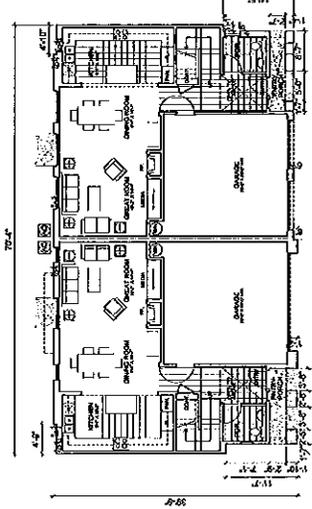
2ND FLOOR PLAN



1ST FLOOR PLAN  
A2 COUNTRY FRENCH



1ST FLOOR PLAN  
A2 SPANISH COTTAGE



1ST FLOOR PLAN  
A2 CALIFORNIA VINEYARD

**BUILDING SUMMARY**

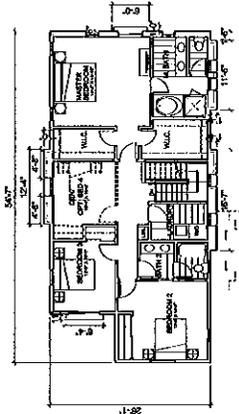
PLAN A	831 SF
1ST FLOOR	1,080 SF
2ND FLOOR	1,911 SF
<b>TOTAL</b>	<b>3,822 SF</b>

CLUSTER HOME - PLAN A2 **A205**

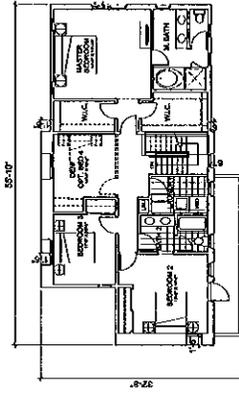


for **CASDEN PROPERTIES LLC** 9090 Wishfre Blvd., Beverly Hills, CA 90211 - (310) 274-5553

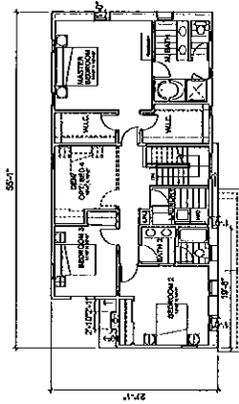
OAKLAND, CALIFORNIA



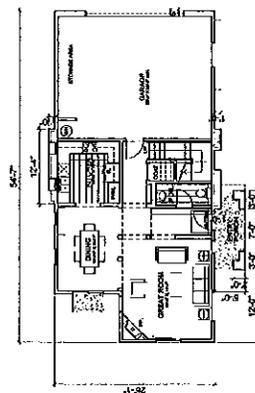
2ND FLOOR PLAN



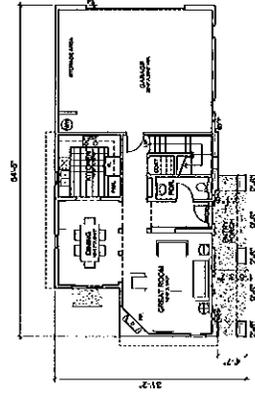
2ND FLOOR PLAN



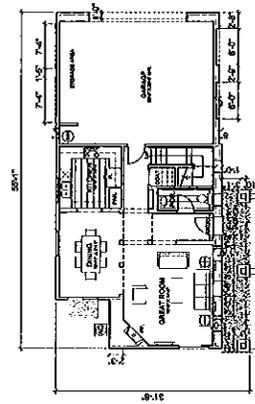
2ND FLOOR PLAN



1ST FLOOR PLAN  
B1 COUNTRY FRENCH



1ST FLOOR PLAN  
B1 SPANISH COTTAGE



1ST FLOOR PLAN  
B1 CALIFORNIA VINEYARD

**BUILDING SUMMARY**

PLAN B	782 SF
1ST FLOOR	1,260 SF
2ND FLOOR	2,042 SF
<b>TOTAL</b>	<b>4,084 SF</b>

CLUSTER HOME - PLAN B1 A206



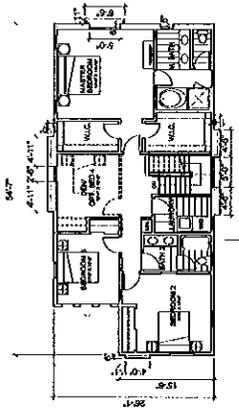
VAN TILBURG  
SODENSBECK, AIA  
1700 MARINATA ROAD  
SAN ANTONIO, TEXAS 78202  
PHONE: 214-343-1100  
FAX: 214-343-1101



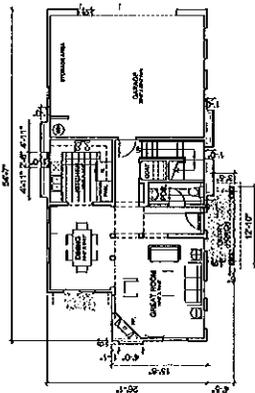
for CASDEN PROPERTIES LLC

OXNARD, CALIFORNIA

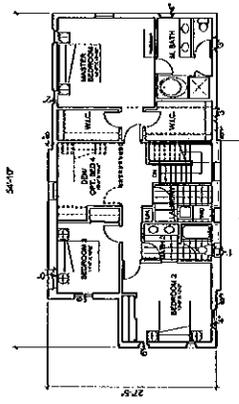
9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553



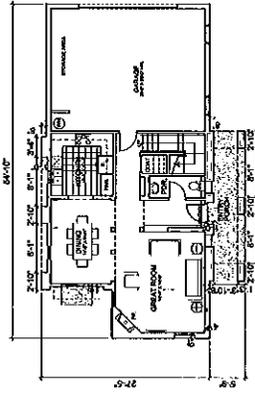
2ND FLOOR PLAN



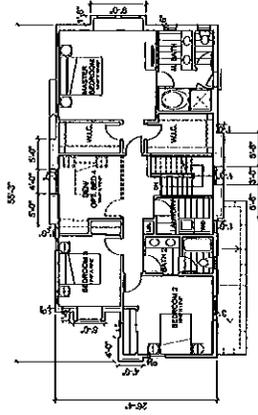
1ST FLOOR PLAN  
B2 COUNTRY FRENCH



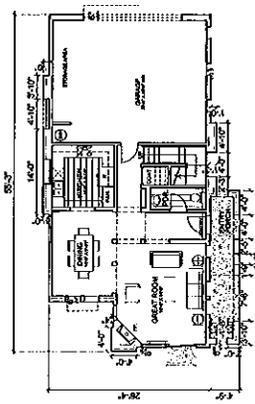
2ND FLOOR PLAN



1ST FLOOR PLAN  
B2 SPANISH COTTAGE



2ND FLOOR PLAN



1ST FLOOR PLAN  
B2 CALIFORNIA VINEYARD

**BUILDING SUMMARY**

PLAN B	782 SF
1ST FLOOR	1,280 SF
2ND FLOOR	2,042 SF
TOTAL	

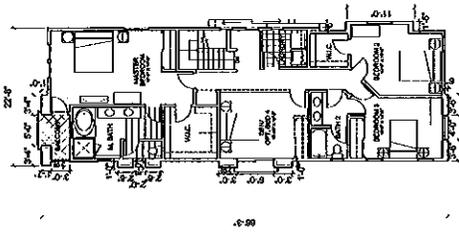
**CLUSTER HOME - PLAN B2 A207**



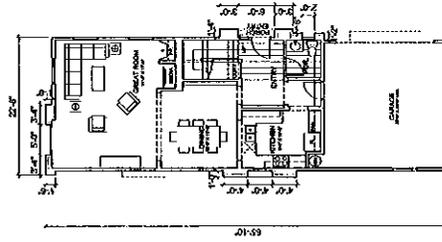
VAN TILBURG  
ASSOCIATES, INC.  
ARCHITECTS  
1000 WILSHIRE BLVD., SUITE 200  
BEVERLY HILLS, CA 90211  
TEL: (310) 274-5653  
WWW.VANTILBURG.COM



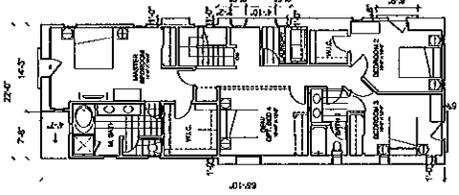
OXFORD, CALIFORNIA  
for **CASDEN PROPERTIES LLC** . 9860 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5653



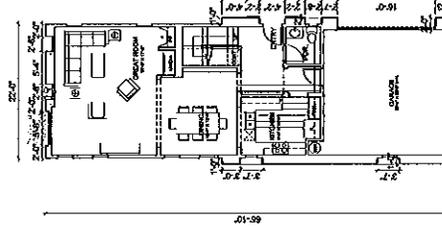
2ND FLOOR PLAN



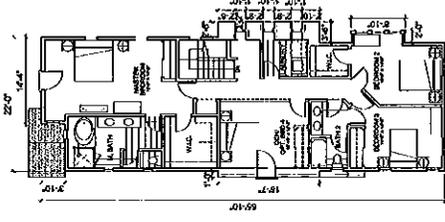
1ST FLOOR PLAN  
C1 COUNTRY FRENCH



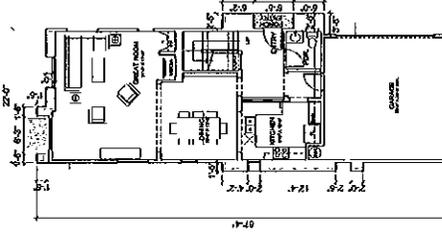
2ND FLOOR PLAN



1ST FLOOR PLAN  
C1 SPANISH COTTAGE



2ND FLOOR PLAN



1ST FLOOR PLAN  
C1 CALIFORNIA VINEYARD

**BUILDING SUMMARY**

PLAN C	969 SF
1ST FLOOR	1,331 SF
2ND FLOOR	2,300 SF
TOTAL	

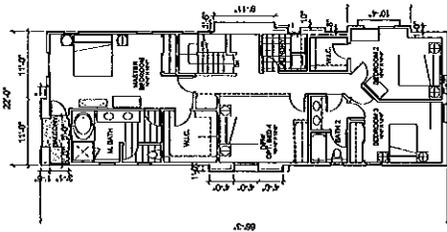
**CLUSTER HOME - PLAN C1 A208**



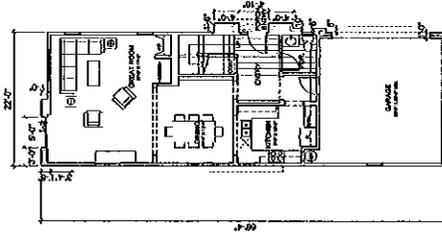
for CASDEN PROPERTIES LLC  
9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

OXNARD, CALIFORNIA



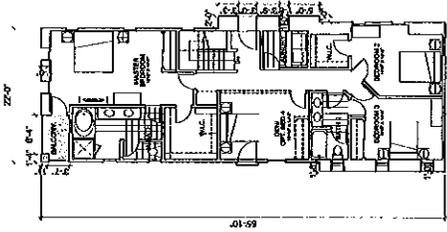


2ND FLOOR PLAN

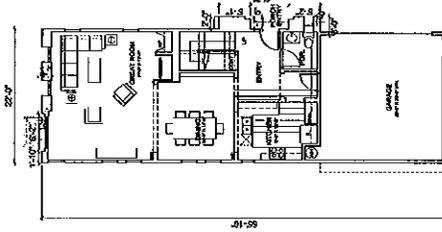


1ST FLOOR PLAN

C2 COUNTRY FRENCH

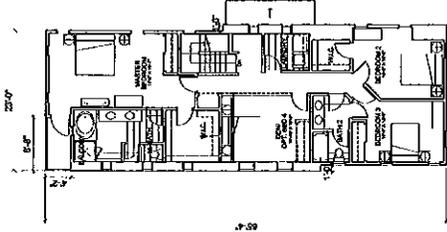


2ND FLOOR PLAN

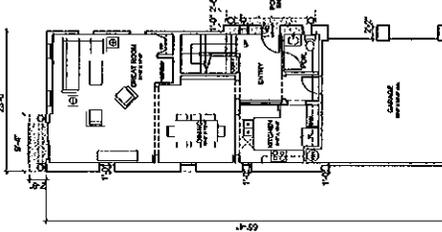


1ST FLOOR PLAN

C2 SPANISH COTTAGE



2ND FLOOR PLAN



1ST FLOOR PLAN

C2 CALIFORNIA VINEYARD

**BUILDING SUMMARY**

PLAN C	969 SF
1ST FLOOR	1,331 SF
2ND FLOOR	2,300 SF
TOTAL	

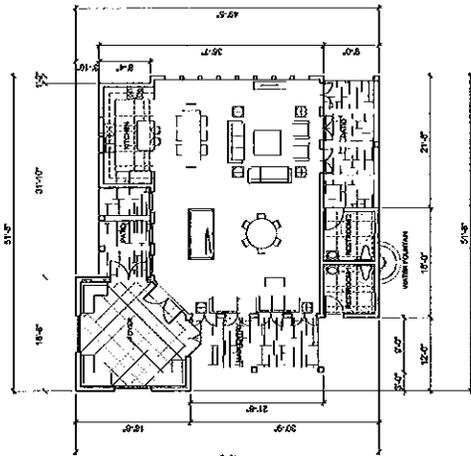
CLUSTER HOME - UNIT C2 A209



VAN TILBURG  
SODDERBENCH, LLC  
1500 MARSHALL STREET  
SAN FRANCISCO, CA 94102  
TEL: 415.774.1100

SCALE: 1/8"=1'-0"  
for CASDEN PROPERTIES LLC  
9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

ORLAND, CALIFORNIA



**BUILDING SUMMARY**  
 TOTAL 1,690 SF

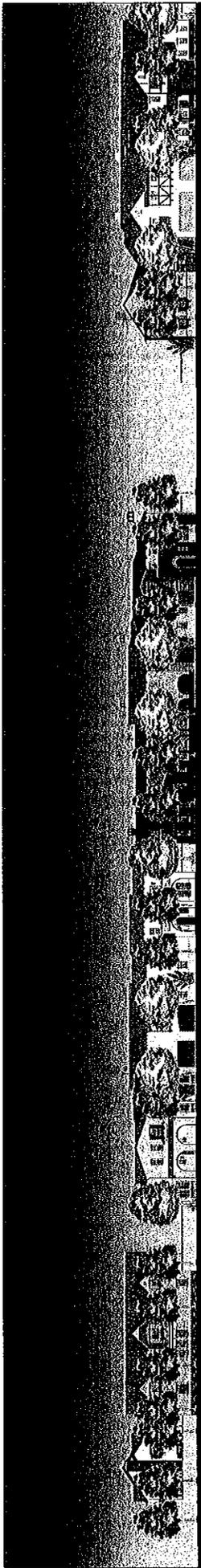


RECREATION BUILDING PLAN **A210**

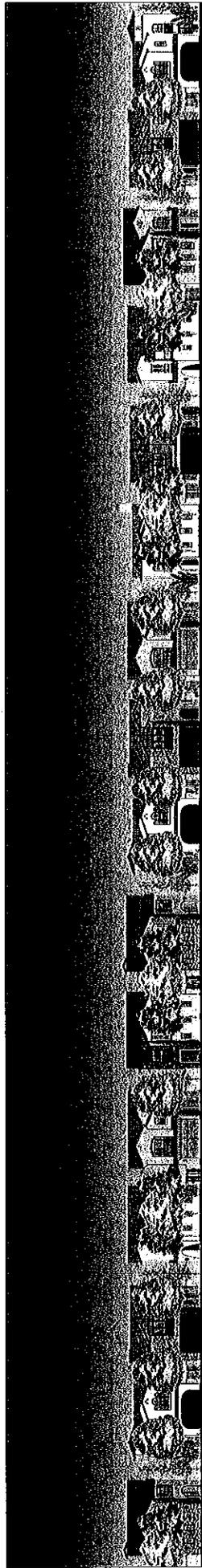


for **CASDEN PROPERTIES LLC** 9090 W. W. W. Blvd., Beverly Hills, CA 90211 - (310) 274-5553

OXNARD, CALIFORNIA



CLUSTER ELEVATIONS STREET SCENE ON 'A' STREET



SINGLE FAMILY ELEVATIONS STREET SCENE ON 'A' STREET

STREET SCENE ELEVATION A300

SCALE: 1/8"=1'-0"

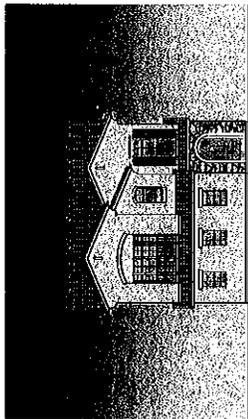
WANTLING  
KASVAND &  
GODFREY/ARCEL  
ARCHITECTS  
1000 AVENUE 100  
SUITE 100  
OXFORD, CA 94655

OXFORD, CALIFORNIA for CASDEN PROPERTIES LLC 9990 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553

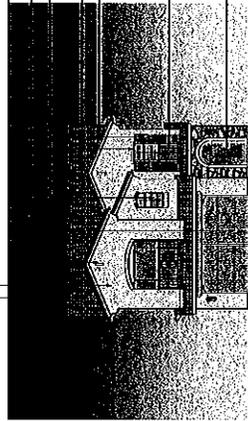
WANTLING KASVAND & GODFREY/ARCEL ARCHITECTS

**KEYNOTES**  
 REFER TO THE BOARD SHEETS FOR  
 ADDITIONAL INFORMATION

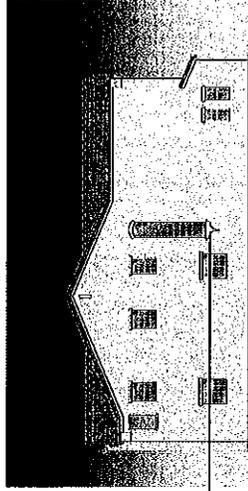
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 21 PAINTED INTERNAL STUCCO WITH SAND FINISH
- 22 4"X4" PVA X TO RECESSED PAINTED INTERNAL STUCCO WITH SAND FINISH
- 23 RECESSED PAINTED INTERNAL STUCCO POTENTIAL WITH SAND FINISH
- 3 VINYL SIDINGS
- 4 DOORS
- 41 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 42 VINYL SLIDING DOORS
- 43 VINYL DOORS
- 5 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 6 PAINTED FIBERGLASS SHUTTERS
- 7 EPS DETAILS
- 71 1/2"X 1/2" TO EPS CORNICE WITH INTERNAL STUCCO
- 72 1/2"X 1/2" TO EPS TRIM WITH INTERNAL STUCCO
- 73 2"X 1/2" TO EPS PROFILE WINDOW ACCEMENT WITH STONE FINISH
- 74 EPS BALCONY PROFILED BASE WITH STONE FINISH
- 75 EPS PROFILED ARCH TRIM WITH STONE FINISH
- 76 EPS CHAMFER TRIM WITH STONE FINISH
- 77 EPS PROFILED TRIM WITH STONE FINISH
- 78 EPS PROFILED TRIM WITH STONE FINISH
- 8 WOOD DETAILS
- 81 FIBERGLASS PAINTED WOOD FASCIA
- 82 METAL DETAILS
- 83 PAINTED METAL RAILING
- 84 FIBER CEMENT WEATHERBOARD, NOT USED
- 9 VENEERS
- 10 ELBORADO STONE VENEER
- 11 CHAMFER TOP, NOT USED
- 12 LIGHTING FIXTURE
- 13 DECORATIVE TILE



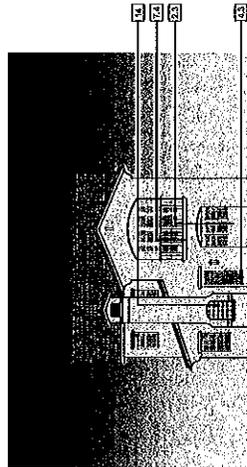
FRONT ELEVATION



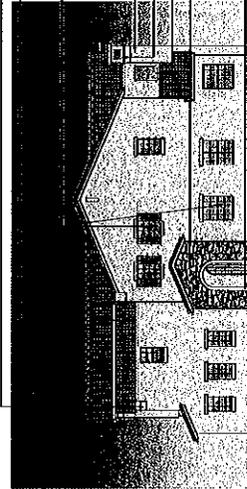
ALTERNATE FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



ALTERNATE ENTRY SIDE ELEVATION



ENTRY SIDE ELEVATION

NOT TO SCALE  
 REFER TO THE BOARD SHEETS FOR  
 ADDITIONAL INFORMATION

**SINGLE FAMILY ELEVATION - FRENCH FARMHOUSE - A A301**

**VAN TILBORG**  
 ARCHITECTURE  
 1700 MARSHALL AVENUE  
 SUITE 100  
 BIRMINGHAM, AL 35203  
 TEL: 205-988-1111  
 WWW.VANTILBORGARCHITECTURE.COM

OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

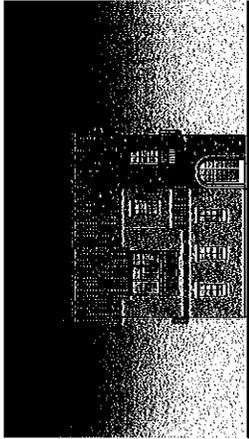
**VENEER AVE & VENTURA ROAD**

SUBMITTAL: JULY 8, 2008 02:21:05

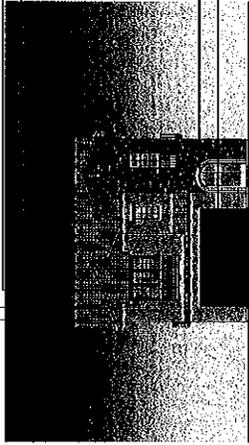
**KEYNOTES**

REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

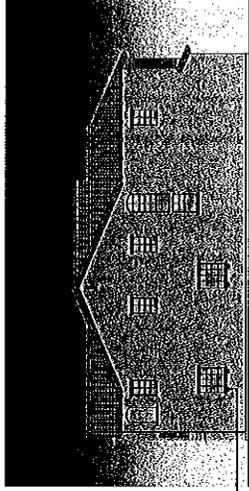
- 1. CONCRETE ROOF TILE
- 2. STUCCO
- 3. PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4. 1/2" X 1/2" RECESSED PAINTED INTEGRAL STUCCO ACCENT WITH SAND FINISH
- 5. VINYL WINDOWS
- 6. DOORS
- 7. PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 8. VINYL SLIDING DOORS
- 9. VINYL DOORS
- 10. PAINTED STEEL ORANGE DOOR WITH WOOD IMPRINT
- 11. PAINTED FIBERGLASS SHUTTERS - NOT USED
- 12. EPS DETAILS
- 13. 1/4" EPS TRIM WITH INTEGRAL STUCCO
- 14. 8/4" EPS PROFILED ARCH TRIM WITH STONE FINISH
- 15. 3/8" EPS CHIMNEY TRIM WITH INTEGRAL STUCCO
- 16. WOOD DETAILS
- 17. 4/8" PAINTED WOOD BATTERS
- 18. 3/8" PAINTED WOOD CORBELS
- 19. 4" X 4" PAINTED WOOD BALCONY BASE
- 20. PAINTED WOOD PLANT SHELVE
- 21. METAL DETAILS
- 22. PAINTED METAL RAILINGS
- 23. PAINTED BRICK GROUND HEAT REBOUND WINDOWS
- 24. VENEER
- 25. ELBORADO STONE VENEER
- 26. CHIMNEY TOP - NOT USED
- 27. LIGHTING FIXTURE
- 28. DECORATIVE TILE



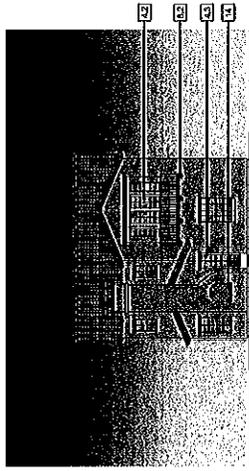
FRONT ELEVATION



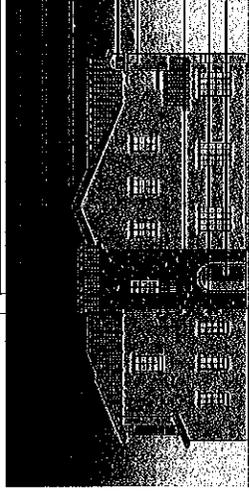
ALTERNATE FRONT ELEVATION



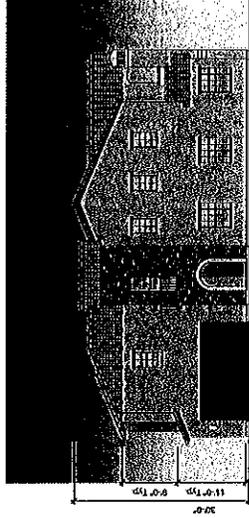
SIDE ELEVATION



REAR ELEVATION



ALTERNATE ENTRY SIDE ELEVATION



ENTRY SIDE ELEVATION

NOTE: SEE FLOORPLANS FOR DIMENSIONED POPOUTS AND RECESSES.

VENEER AVE & VENTURA ROAD

OXFORD, CALIFORNIA for CASDEN PROPERTIES LLC 6060 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553

SCALE: 1/8"=1'-0"

SINGLE FAMILY ELEVATION - TUSCAN VILLA - A A302

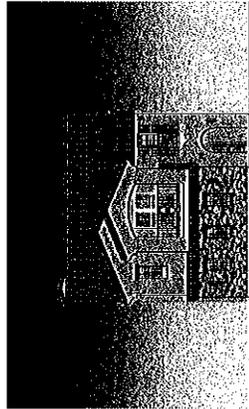
PREPARED BY  
KAY WARD &  
SCOTT BERGER, AIA  
ARCHITECTS  
10000 WILSHIRE BLVD., SUITE 100  
BEVERLY HILLS, CA 90211  
TEL: (310) 274-5553

SUBMITTAL JULY 8, 2008 422716

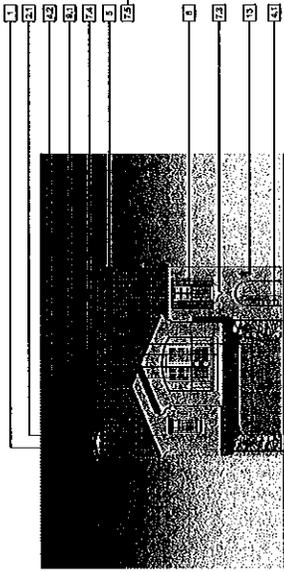


**KEYNOTES**

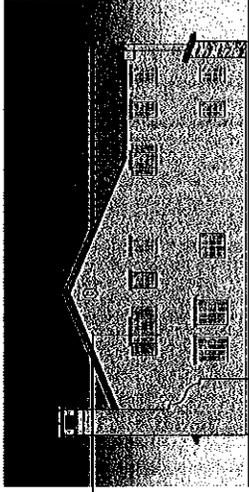
- \* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS
- 10 EPS DETAILS
- 11 4"X4" X-PS CORNICE WITH INTEGRAL STUCCO
- 12 3/4" EPS TRIM WITH INTEGRAL STUCCO
- 13 2"X4" EPS PROFILED WOODY ACCENT WITH STONE FINISH
- 14 6"X6" EPS PROFILED TRIM WITH STONE FINISH
- 15 2"X4" EPS CHIMNEY TRIM WITH INTEGRAL STUCCO FINISH
- 16 1 1/2" EPS PROFILED ARCH WINDOW TRIM WITH STONE FINISH
- 17 WOOD DETAILS
- 18 5" REVEAL PAINTED WOOD FASCIA
- 19 4"X4" PAINTED WOOD ROOFER
- 20 METAL DETAILS
- 21 PAINTED METAL RAILING
- 22 PAINTED FIBER CEMENT WEATHERBOARD NOT USED
- 23 VENEER
- 24 BLUENADO STONE VENEER
- 25 CHIMNEY TOP NOT USED
- 26 LIGHTING FIXTURE
- 27 DECORATING TILE



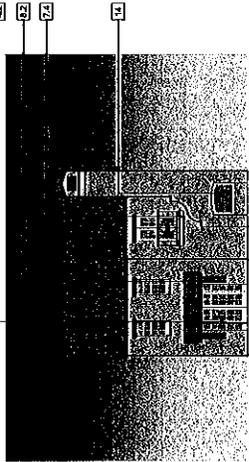
FRONT ELEVATION



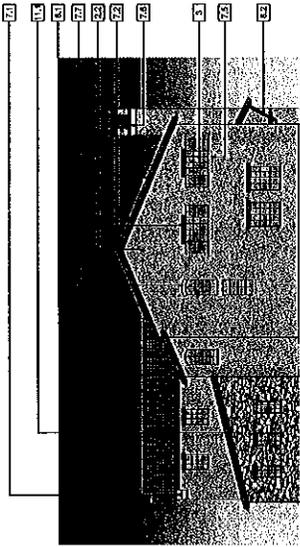
ALTERNATE FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



ALTERNATE ENTRY SIDE ELEVATION



ENTRY SIDE ELEVATION

NOTE: SEE FLOOR PLANS FOR DIMENSIONED FOOTNOTES AND REVISIONS.

SINGLE FAMILY ELEVATION - FRENCH FARMHOUSE - B A304

OXNARD, CALIFORNIA  
**VENEER AVENUE & VENTURA ROAD**

for CASDEN PROPERTIES LLC 9060 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553



MANUEL VILLALBA  
 MANUEL VILLALBA &  
 SODERBERG, AIA  
 ARCHITECTS  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CA 90211  
 TEL: (310) 274-5553  
 FAX: (310) 274-5554

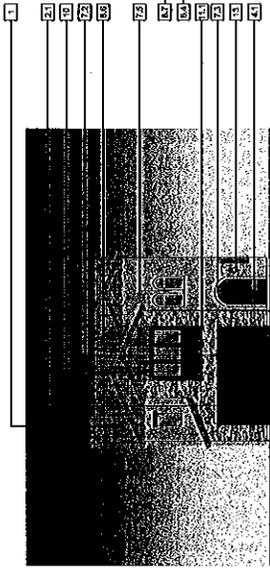
**KEYNOTES**

REFER TO DETAIL COLORBOARD SHEETS FOR  
ADDITIONAL INFORMATION.

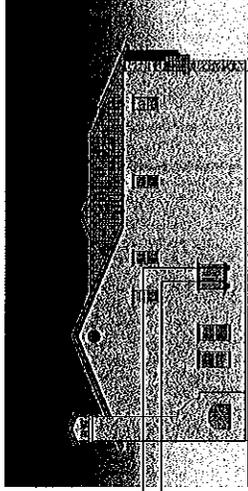
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTERIOR STUCCO WITH SAND FINISH
- 4 2" DIA. X 7' RECESSED PAINTED INTERIOR STUCCO ACCENT
- 5 VINYL WINDOWS
- 6 DOORS
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS, NOT USED
- 11 EPS DETAILS
- 12 1X4 EPS TRIM WITH INTERIOR STUCCO
- 13 2X6 EPS TRIM WITH INTERIOR STUCCO
- 14 8" EPS RICKLEBACH ARCH TRIM WITH STONE FINISH
- 15 8" EPS D.A. COLUMN WITH STONE FINISH
- 16 WOOD DETAILS
- 17 4X6 PAINTED WOOD BUTTERS
- 18 4X6 PAINTED WOOD KICKERS
- 19 4X6 PAINTED WOOD BOOM
- 20 4" X 8" PAINTED WOOD PLANT SHELVES
- 21 4" X 12" PAINTED WOOD BALCONY BASE
- 22 1" W X 4" X 8" PAINTED WOOD CORBELS
- 23 4" W X 8" X 8" PAINTED WOOD CORBELS
- 24 METAL DETAILS
- 25 PAINTED METAL RAILING
- 26 PAINTED FIBER CEMENT WEATHERBOARD WINDOW S
- 27 VINYL SILL
- 28 BLENDED STONE VENEER
- 29 CHIMNEY TOP, NOT USED
- 30 LIGHTING FIXTURE
- 31 DECORATIVE TILE



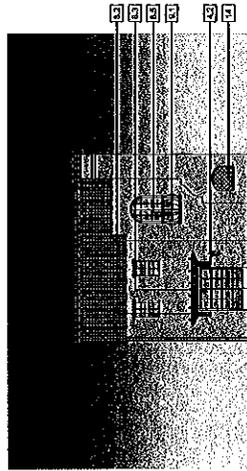
FRONT ELEVATION



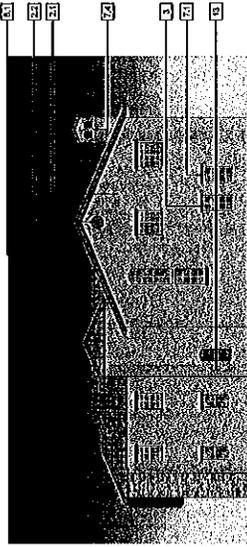
ALTERNATE FRONT ELEVATION



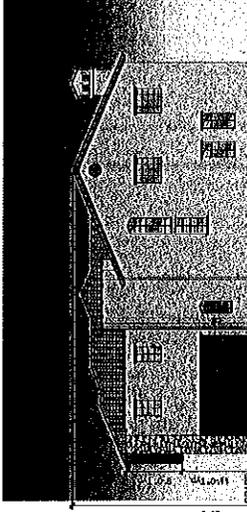
SIDE ELEVATION



REAR ELEVATION



ALTERNATE SIDE ELEVATION



SIDE ELEVATION

NOTE:  
SEE FLOORPLANS FOR DIMENSIONED POPOUTS AND  
REVISIONS.

**SINGLE FAMILY ELEVATION - TUSCAN VILLA - B A305**

SCALE: 1/8"=1'-0"

OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wishire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

VENTURA AVENUE & VENTURA ROAD

YAN TUNG  
SODASIBANGKALATA  
FOR ARCHITECTURE  
MULTIMEDIA & DESIGN  
TEL: 66-2-261-1111

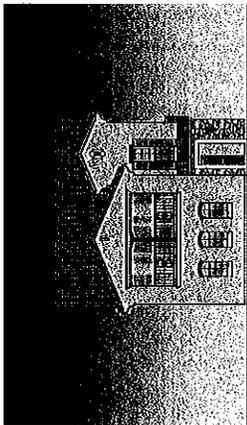
SUBMITAL JULY 8, 2008 22/2108



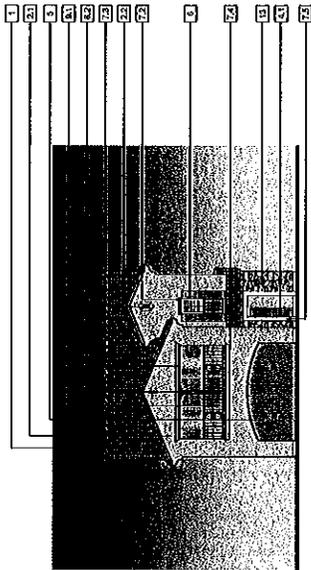
**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

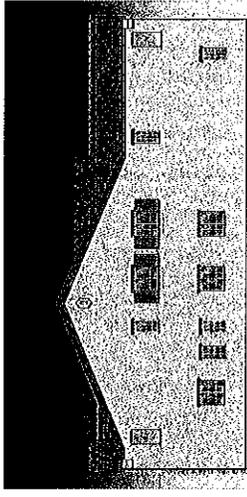
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 1/2" X 2 1/4" EPS INSULATED PAINTED INTEGRAL STUCCO ACCENT WITH SAND FINISH
- 5 VINYL WINDOWS
- 6 DOORS
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SPLITTERS
- 11 EPS DETAILS
- 12 1/2" X 1/2" X 1/2" EPS CORNICE WITH INTEGRAL STUCCO
- 13 1/2" EPS TRIM WITH INTEGRAL STUCCO
- 14 1" EPS PROFILED WINDOW ACCENT WITH GFI FINISH
- 15 6/8" EPS BALCONY PROFILED BASE WITH STONE FINE FINISH
- 16 5/8" EPS PROFILED TRIM WITH STONE FINE FINISH
- 17 1/2" EPS CHIMNEY TRIM WITH INTEGRAL STUCCO
- 18 1/2" EPS PROFILED WINDOW ACCENT WITH INTEGRAL STUCCO
- 19 5/8" EPS PROFILED TRIM WITH STONE FINISH
- 20 WOOD DETAILS
- 21 5" REVEAL PAINTED WOOD FASCIA
- 22 6/8" PAINTED WOOD POST
- 23 METAL DETAILS
- 24 PAINTED METAL PILING
- 25 FIBER CEMENT WEATHERBOARD, NOT USED
- 26 VENEER
- 27 ELONGATED STONE VENEER
- 28 CHIMNEY TOP, NOT USED
- 29 LIGHTING FIXTURE
- 30 DECORATIVE TILE



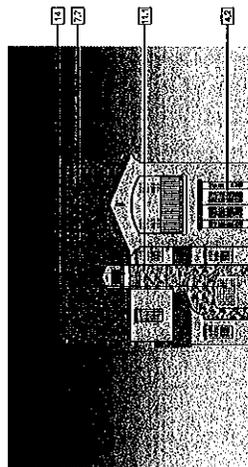
FRONT ELEVATION



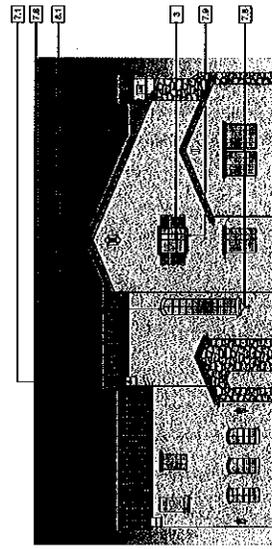
ALTERNATE FRONT ELEVATION



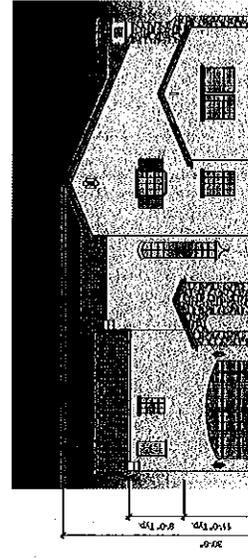
SIDE ELEVATION



REAR ELEVATION



ALTERNATE ENTRY SIDE ELEVATION



SIDE ENTRY ELEVATION

NOTE: LOOK PLAN FOR DIMENSIONED ROOF CUTS AND RECESSES.

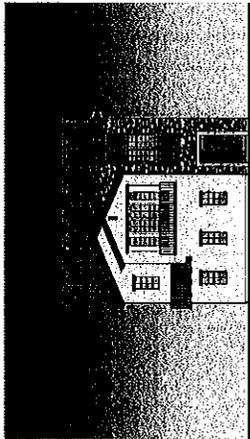
**SINGLE FAMILY ELEVATION - FRENCH FARMHOUSE - C A307**

FOR CASH ONLY  
 3000 BERRY AVE  
 SUITE 100  
 SAN ANTONIO, TEXAS 78201  
 TEL: 214-343-1111  
 FAX: 214-343-1112

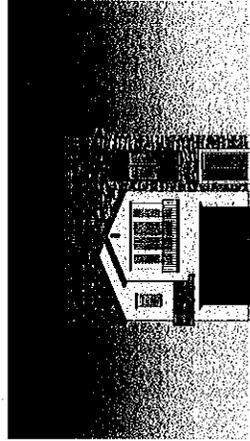
OXNARD, CALIFORNIA for CASHEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

SCALE: 1/8"=1'-0"

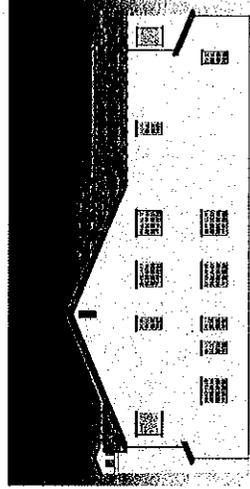
WENDELL AVENUE & VENTURA ROAD



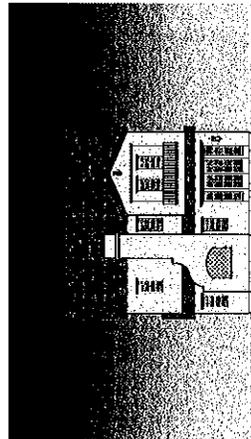
FRONT ELEVATION



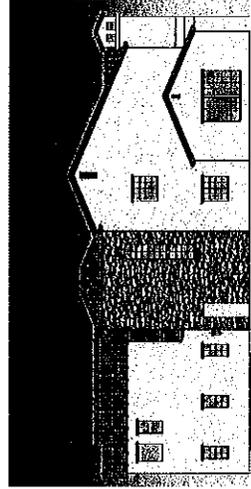
ALTERNATE FRONT ELEVATION



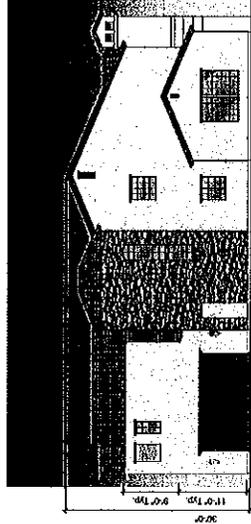
SIDE ELEVATION



REAR ELEVATION



ALTERNATE ENTRY SIDE ELEVATION



ENTRY SIDE ELEVATION

SINGLE FAMILY ELEVATION - TUSCAN VILLA A308  
PLAN C

SCALE 1/8"=1'-0"

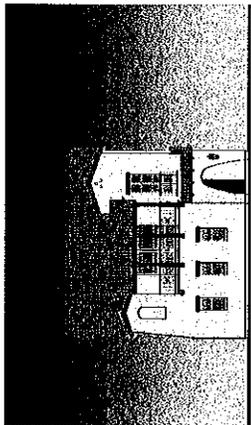
OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

WENYARD AVENUE & VENTURA ROAD

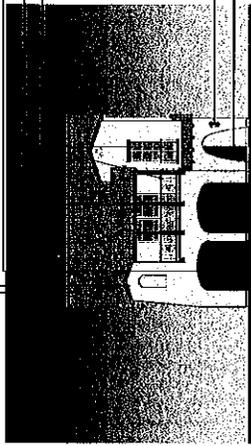
WANTLING  
BANKARD &  
KIMBALL, AIA  
ARCHITECTS  
1000 WILSHIRE BLVD., SUITE 200  
BEVERLY HILLS, CALIFORNIA 90211  
TEL: (310) 274-5553 FAX: (310) 274-5554

**KEYNOTES**

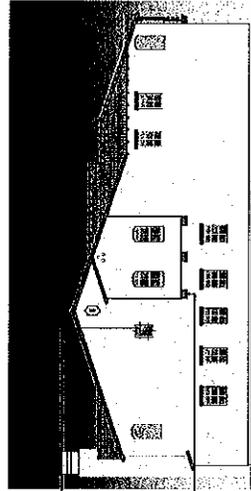
- \* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION
- 1 CONCRETE ROOF TILE
- 2 CONCRETE ROOF TILE ACCENT
- 3 STUCCO
- 10 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 11 VINYL WINDOWS
- 12 DOORS
- 13 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 14 VINYL SLIDING DOORS
- 15 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 16 PAINTED FIBERGLASS SHUTTERS NOT USED
- 17 EPS DETAILS
- 18 1/2" EPS TRIM WITH INTEGRAL STUCCO
- 19 2" X 4" EPS PROFILED WINDOW ACCENT WITH INTEG. ACCENT
- 20 2" X 4" X 2" RECESSED PAINTED INTEGRAL STUCCO ACCENT
- 21 WOOD DETAILS
- 22 60# PAINTED WOOD BEAM
- 23 40# PAINTED WOOD RAFTER
- 24 60# PAINTED WOOD POST
- 25 1 1/2" X 1/2" PAINTED WOOD CORNICES
- 26 METAL DETAILS
- 27 PAINTED METAL RAILING
- 28 PAINTED METAL WINDOW GRATE
- 29 PAINTED FIBER CEMENT WEATHERBOARD NOT USED
- 30 VERTICALS NOT USED
- 31 CHIMNEY TOP TILE CONSTRUCTED PAINTED BRICK METAL CAP PER MANUFACTURER INSTRUCTIONS
- 32 LIGHTING FIXTURE
- 33 DECORATIVE TILE



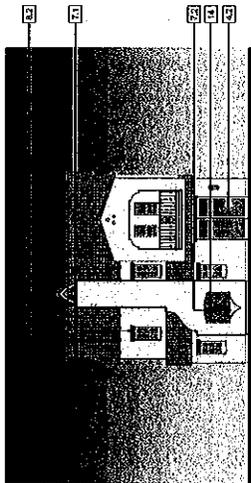
FRONT ELEVATION



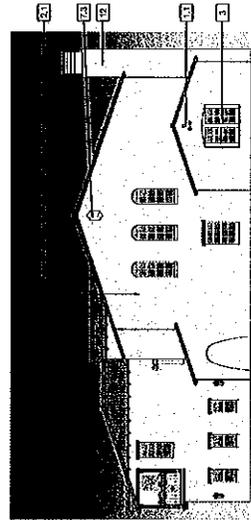
ALTERNATE FRONT ELEVATION



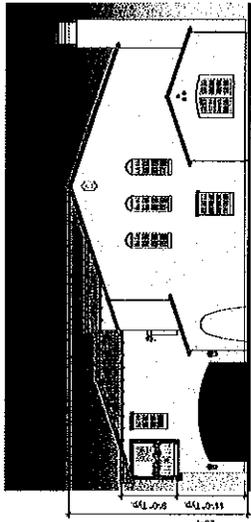
SIDE ELEVATION



REAR ELEVATION



ALTERNATE ENTRY SIDE ELEVATION



ENTRY SIDE ELEVATION

NOTE: SEE FLOOR PLANS FOR DIMENSIONS, POPOUTS AND RECESSES.

**VENEZUELA AVENUE & VENTURA ROAD**

OXNARD, CALIFORNIA

for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

SCALE: 1/8"=1'-0"

SINGLE FAMILY ELEVATION - OLD SANTA BARBARA - C A309

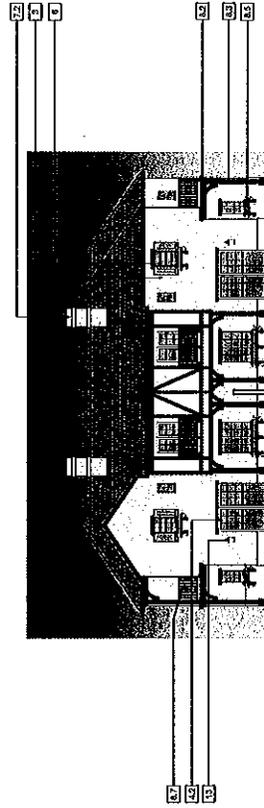
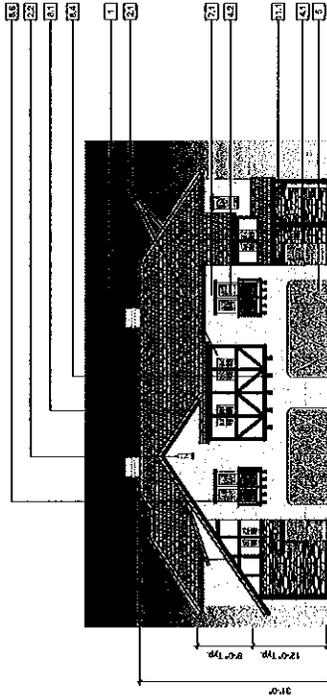
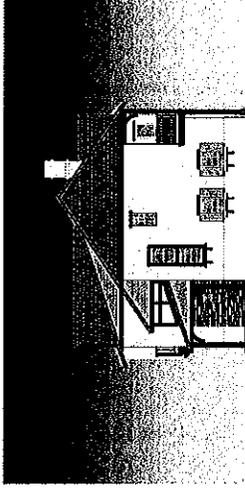
MANITEX INC  
KANSAS CITY, MO  
SODERBERG, ALA  
1000 SODERBERG AVE  
SODERBERG, ALA 36887  
TEL: 205-651-1111 FAX: 205-651-1112

SUBMITAL, JULY 6, 2008 822108

**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 MAX 2x4 SILLING PAINTED INTEGRAL STUCCO ACCENT WITH SAND FINISH
- 5 VINYL WINDOWS
- 6 DOORS
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMP
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS
- 11 EPS DETAILS
- 12 1/2" EPS TRIM WITH INTEGRAL STUCCO
- 13 2x4 EPS CHIMNEY TRIM WITH INTEGRAL STUCCO
- 14 WOOD DETAILS
- 15 REVEAL PAINTED WOOD FRAMA
- 16 6x6 PAINTED WOOD BEAMS
- 17 8x8 PAINTED WOOD POSTS
- 18 8x8 PAINTED WOOD CORBELS
- 19 PAINTED WOOD PLANT SHELVER
- 20 PAINTED WOOD JULIETTE BALCONY
- 21 PAINTED WOOD RAILING
- 22 METAL DETAILS NOT USED
- 23 FIBER CEMENT WITH SIDINGS NOT USED
- 24 VENEER
- 25 ELBORADO STONE VENEER
- 26 CHIMNEY TOP NOT USED
- 27 LIGHTING FIXTURE
- 28 DECORATIVE TILE NOT USED



NOTE: SEE FLOORPLANS FOR DIMENSIONED POPOUTS AND RECESSES.

CLUSTER ELEVATIONS - COUNTRY FRENCH - A1 A310



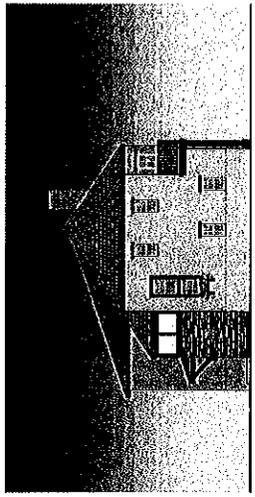
OXFORD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

VENEVA AVENUE & VENTURA ROAD

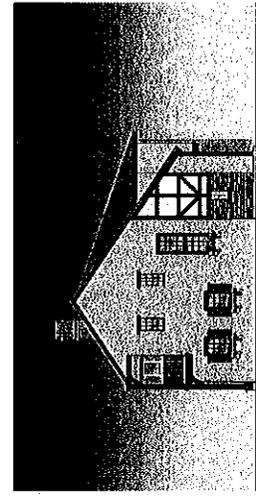
KANITZ INC  
 3000 BAYVIEW BLVD  
 SCOTTSDALE, AZ 85251  
 4800 N. CENTRAL EXPRESSWAY  
 SUITE 1000  
 PHOENIX, AZ 85018  
 TEL: 480.344.1111  
 FAX: 480.344.1112

**KEYNOTES**  
 REFERENCE TO BOARD SHEETS FOR  
 MATERIALS, FINISHES, AND  
 ADDITIONAL SPECIFICATIONS.

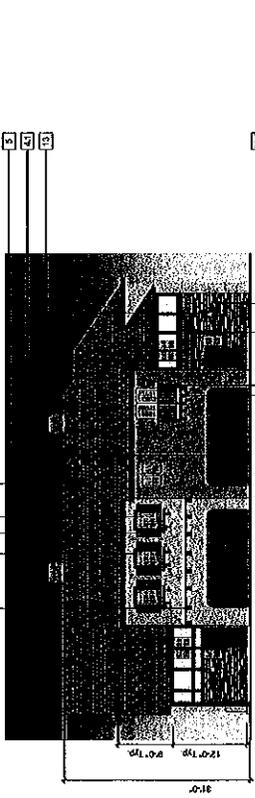
- 1. CONCRETE ROOF TILE
- 2. STUCCO
- 3. PAINTED INTERIOR STUCCO WITH SAND FINISH
- 4. VENT. WINDOWS
- 5. DOORS
- 6. PAINTED FIBERGLASS ENTRY DOOR WITH WOOD GRIP
- 7. VINT. SLIDING DOORS
- 8. PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9. PAINTED FIBERGLASS SHUTTERS
- 10. EPS DETAILS
- 11. 1/4" EPS TRIM WITH INTEGRAL STUCCO
- 12. 3/4" EPS CHIMNEY TRIM WITH INTEGRAL STUCCO
- 13. WOOD DETAILS
- 14. 2" REVEAL PAINTED WOOD FASCIA
- 15. 6x6 PAINTED WOOD BEAMS
- 16. 8x8 PAINTED WOOD POSTS
- 17. 8x10 PAINTED WOOD CORBELS
- 18. PAINTED WOOD PLANT SHELVES
- 19. PAINTED WOOD JULIETTE BALCONY
- 20. PAINTED WOOD RAILING
- 21. PAINTED WOOD KICKERS
- 22. METAL DETAILS NOT USED
- 23. FRISK GROUT WEATHERING; NOT USED
- 24. VENEER
- 25. SUDANNO STONE VENEER
- 26. CHIMNEY TOP; NOT USED
- 27. LIGHTING ENCLOSURE
- 28. DECORATIVE TILE; NOT USED



**FRONT ELEVATION**



**SIDE ELEVATION**



**REAR ELEVATION**

**NOTE:**  
 SEE PLAN SHEETS FOR DIMENSIONED POP-OUTS AND  
 REVISIONS.

**YANT LIVING  
 SOUTHWESTERN, AIA**  
 FOR ARCHITECTURE & INTERIOR DESIGN  
 1000 W. 10TH ST., SUITE 100  
 DENVER, CO 80202

8/20/11 JULY 13, 2008 #22108

CLUSTER ELEVATIONS - COUNTRY FRENCH -A2 A311



for CASDEN PROPERTIES LLC 9090 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553

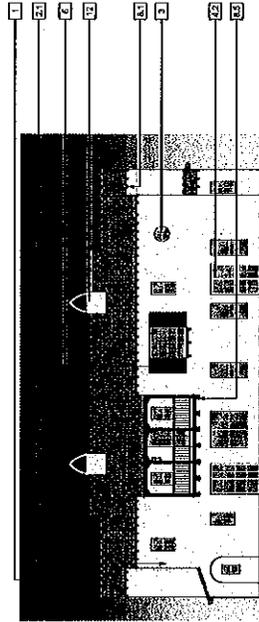
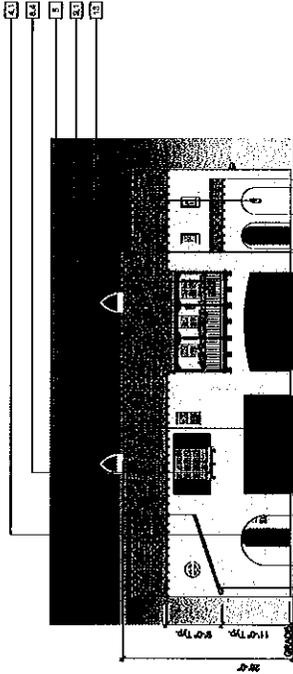
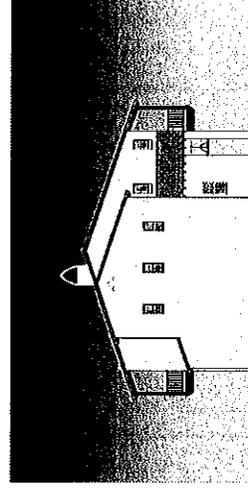
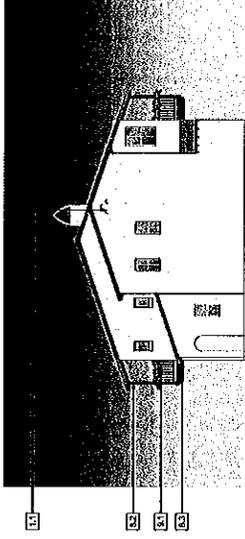
OXNARD, CALIFORNIA

VINEYARD AVENUE & VENTURA ROAD

**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

- 1 CONCRETE ROOF TILE
- 2 CONCRETE ROOF TILE ACCENT
- 3 STUCCO
- 4 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 5 VINYL WINDOWS
- 6 DOORS:
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD MIP
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS
- 11 EPS DETAILS NOT USED
- 12 WOOD DETAILS
- 13 3/4" PAINTED WOOD BATTERS
- 14 6"X6 PAINTED WOOD POST
- 15 6"X6 PAINTED WOOD BEAM
- 16 PAINTED WOOD PUNT SHELTERS
- 17 6"X6 PAINTED WOOD CORBELS
- 18 METAL DETAILS
- 19 PAINTED METAL RAILING
- 20 FIBER CEMENT WEATHERBOARD NOT USED
- 21 VENEER NOT USED
- 22 CHIMNEY TOP: FIELD CONSTRUCTED PAINTED SHEET METAL CAP PER MANUFACTURER INSTRUCTIONS
- 23 LIGHTING FIXTURE
- 24 DECORATIVE TILE NOT USED



NOTE: SEE FLOORPLANS FOR DIMENSIONED ROPOUTS AND REVISIONS.

CLUSTER ELEVATIONS - SPANISH COTTAGE - A1 A312



for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

OXNARD, CALIFORNIA

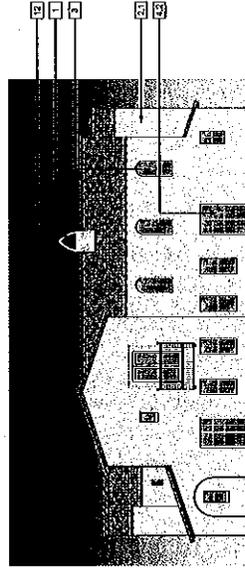
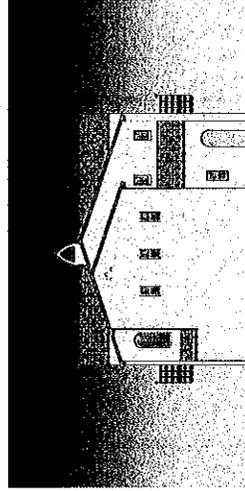
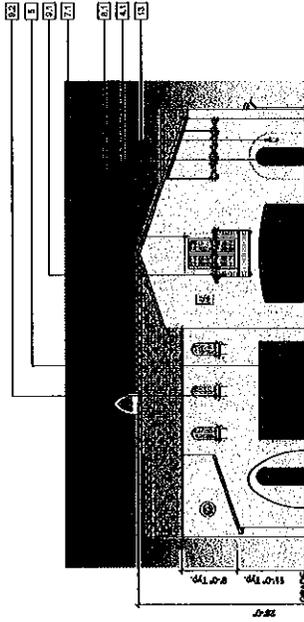
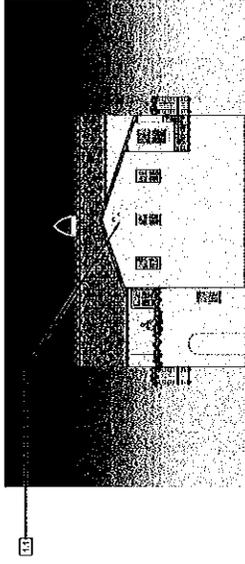
VENEYARD AVENUE & VENTURA ROAD

KAN WILSON & KANVALD & SCHROEDER, AIA  
ARCHITECTS  
1000 AVENUE OF THE STARS  
SUITE 1000  
FARMINGTON HILLS, MI 48334  
PH: 248.850.1000  
WWW.KANWILSON.COM

**KEYNOTES**

REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

- 1 CONCRETE ROOF TILE
- 2 CONCRETE ROOF TILE ACCENT
- 3 STUCCO
- 4 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 5 VINYL WINDOWS
- 6 DOORS
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS NOT USED
- 11 ERS DETAILS
- 12 10" EPS PROFILED ARCH TRIM WITH STONE FINISH
- 13 WOOD DETAILS
- 14 2" REVEAL PAINTED WOOD FASCIA
- 15 METAL DETAIL
- 16 PAINTED METAL JULIETTE BALCONY
- 17 PAINTED METAL PLANT SHELTERS
- 18 FIBER CASHEIT WITH SERRAVALLO NOT USED
- 19 VINYLER NOT USED
- 20 GAINES TOP FIELD CONSTRUCTED PAINTED SHEET METAL CAP FOR MANUFACTURER'S INSTRUCTIONS
- 21 LIGHTING FIXTURE
- 22 DECORATIVE TILE NOT USED



NOTE: SEE FLOORPLANS FOR DIMENSIONED PORCHES AND RECESSES.

CLUSTER ELEVATIONS - SPANISH COTTAGE - A2 A313



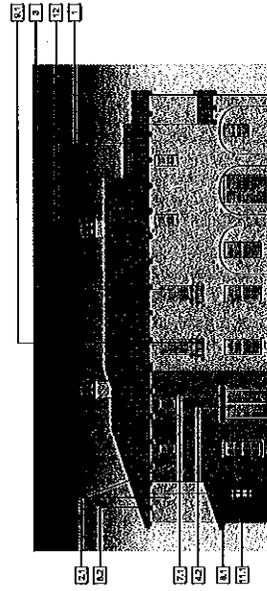
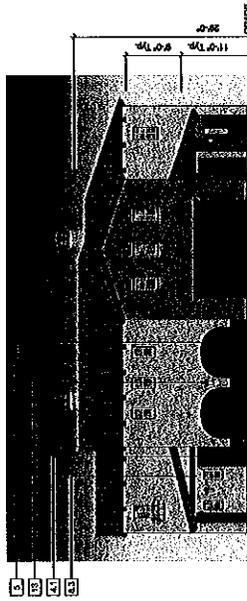
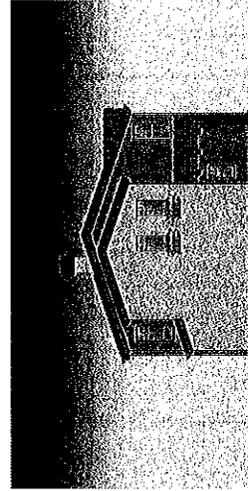
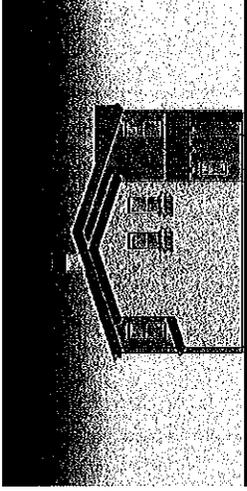
OXYARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

VINEYARD AVENUE & VENTURA ROAD

MANUEL & MANUEL ARCHITECTS  
 1000 BROADWAY, SUITE 1000  
 SAN FRANCISCO, CALIFORNIA 94103  
 TEL: 415.774.1000 FAX: 415.774.1001

**KEYNOTES**

- \* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS:
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS NOT USED
- 10 EPS DETAILS NOT USED
- 11 WOOD DETAILS
- 12 4x10 PAINTED WOOD BUMPERS
- 13 10x10 PAINTED WOOD BEAM
- 14 METAL DETAILS
- 15 PAINTED METAL PLANT SHELVES
- 16 RIBBON CEMENT WEATHERBOARD NOT USED
- 17 VINYL
- 18 BRICK VENEER FACADE
- 19 1/2" X 1/2" X 1/2" PAINTED WOOD TRIM
- 20 METAL CAP PANEL MANUFACTURER'S INSTRUCTIONS
- 21 USG/ING FIBROUSE
- 22 DECORATIVE TILE NOT USED



NOTE: SEE FLOORPLANS FOR DIMENSIONED POPOUTS AND RECESSES.

CLUSTER ELEVATIONS - CALIFORNIA VINEYARD - A1

A314

FOR THE ARCHITECT:  
 VAN DYCK  
 ARCHITECTS  
 10000 WILSHIRE BLVD., SUITE 200  
 BEVERLY HILLS, CALIFORNIA 90211  
 TEL: (310) 274-5553  
 FAX: (310) 274-5554  
 WWW.VANDYCKARCHITECTS.COM



SCALE: 1/8" = 1'-0"

for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 • (310) 274-5553

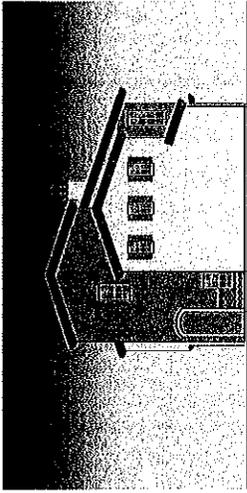
OXNARD, CALIFORNIA

VINEYARD AVENUE & VENTURA ROAD

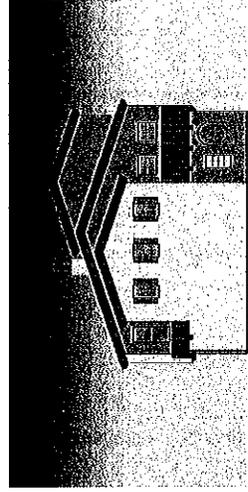
**KEYNOTES**

REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

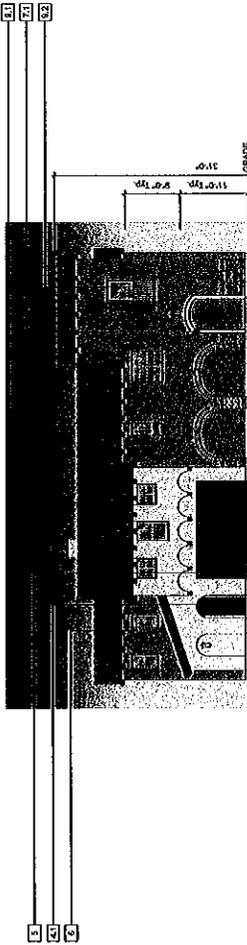
- 1. CONCRETE ROOF TILE
- 2. STUCCO
- 3. PAINTED INTERIOR STUCCO WITH SAND FINISH
- 4. VINYL WINDOWS
- 5. DOORS
- 6. PAINTED FIBERGLASS ENTRY DOOR WITH WOOD MIP
- 7. VINYL SLIDING DOORS
- 8. PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9. PAINTED FIBERGLASS SHUTTERS
- 10. EPS DETAILS
- 11. EPS PROFILED ARCH-TOP WITH STONE FINISH
- 12. EPS TRIM WITH INTEGRAL STUCCO
- 13. WOOD DETAILS
- 14. PAINTED WOOD CORBELS
- 15. PAINTED WOOD ENTERS
- 16. METAL DETAILS
- 17. PAINTED METAL PLANT SHELVES
- 18. PAINTED METAL RAILING
- 19. FIBER GLASS TRIM/ROOFING NOT USED
- 20. VINYL
- 21. BRICK VENEER FINISH
- 22. CHIMNEY TOP FIELD CONSTRUCTED PAINTED SHEET METAL CAP PER MANUFACTURER INSTRUCTIONS
- 23. LIGHTING FIXTURE
- 24. DECORATIVE TILE NOT USED



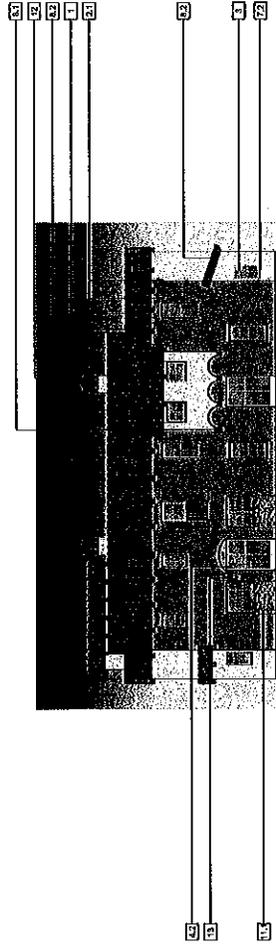
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOTE: SEE FLOORPLANS FOR DIMENSIONED FOOTPRINTS AND REVISIONS.

CLUSTER ELEVATIONS - CALIFORNIA VINEYARD -A2 A315



for CASDEN PROPERTIES LLC 9080 Wilsiore Blvd., Beverly Hills, CA 90211 - (310) 274-5583

OXNARD, CALIFORNIA

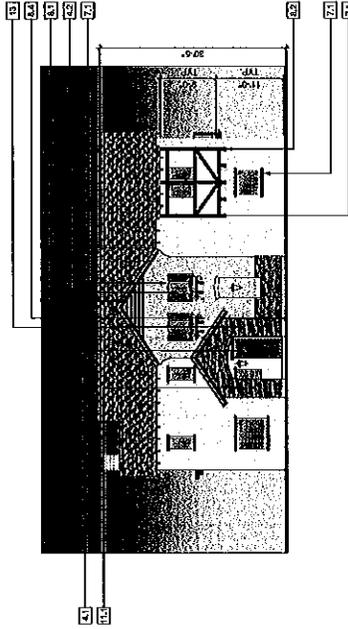
VINEYARD AVENUE & VENTURA ROAD

VAN TAILORING  
BANNARD &  
THE ARCHITECTURE  
FLOORPLANS, INTERIORS  
EXTERIORS • 310.274.5583

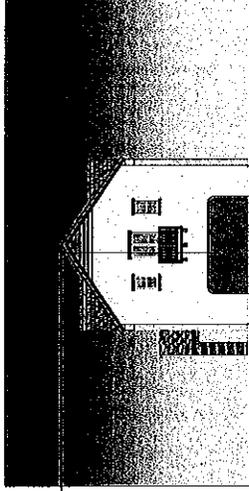
**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

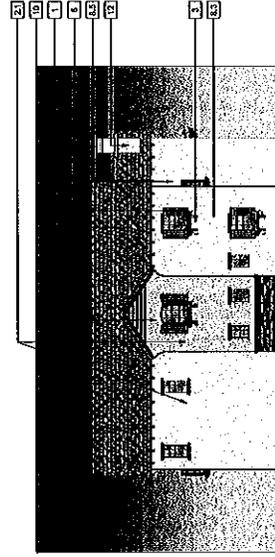
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS
- 10 EYE DETAILS
- 11 1/4" EPS TRIM WITH INTEGRAL STUCCO
- 12 WOOD DETAILS
- 13 2" REVEAL PAINTED WOOD FASCIA
- 14 6"X8 PAINTED WOOD CORBELS
- 15 PAINTED WOOD PLANT SHELVES
- 16 PAINTED WOOD JAMBUETTE BALCONY
- 17 2X8 PAINTED WOOD BATTENS
- 18 METAL DETAILS NOT USED
- 19 FIBRE CEMENT WEATHERBOARD
- 20 VENEER
- 21 ELONGATED STONE VENEER
- 22 CHIMNEY TOP
- 23 UPDRAFT PROFILE
- 24 DECORATIVE TILE NOT USED



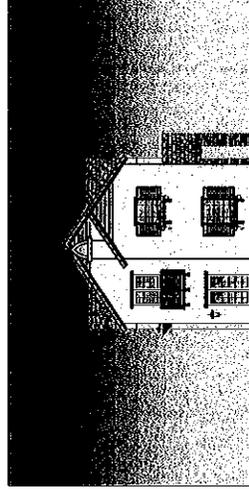
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

NOTE: CHECK PLANS FOR DIMENSIONED POP-OUTS AND RECESSES.

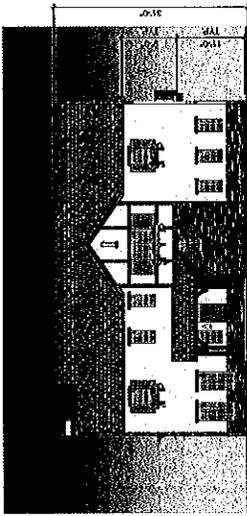


CLUSTER ELEVATIONS - COUNTRY FRENCH - B1 A316

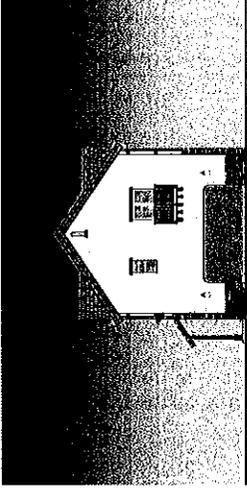
ARCHITECT  
 VAN DYKE &  
 ASSOCIATES, AIA  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CALIFORNIA 90211  
 TEL: 310.274.5553 FAX: 310.274.5555

OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

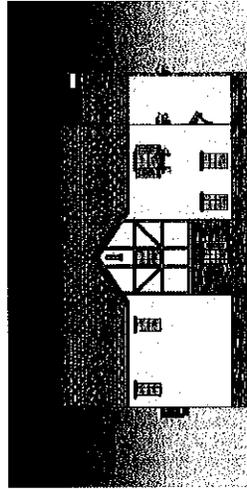
WILSHIRE AVENUE & VENTURA ROAD



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

SCALE: 1/8" = 1'-0"



CLUSTER ELEVATIONS - COUNTRY FRENCH - B2 A317

OXNARD, CALIFORNIA

for CASDEN PROPERTIES LLC 9090 Wipshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

STANLEY BERG  
 STANLEY BERG &  
 SODENBERG & ASSOCIATES  
 ARCHITECTS  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CA 90211

SUBMITTED JULY 8, 2008 #22198

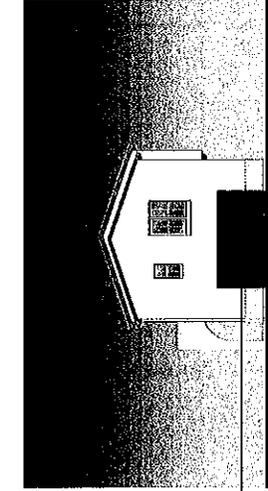
OXNARD AVENUE & VENTURA ROAD

NOTE: SEE FLOOR PLANS FOR DIMENSIONED PORCHES AND RECESSES.

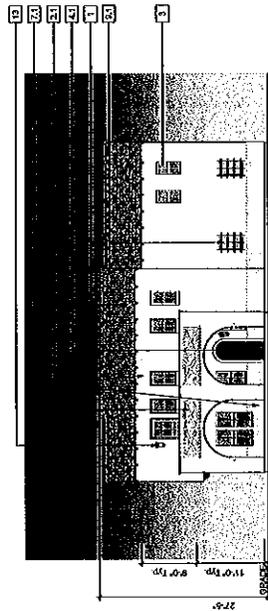
**KEYNOTES**

REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

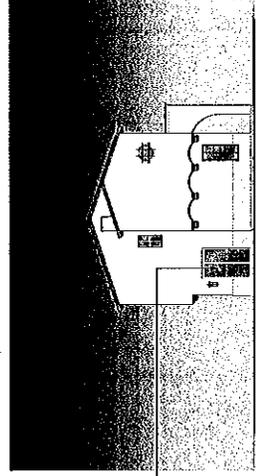
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS: NOT USED
- 10 EPS DETAILS
- 11 100MM PAINTED EPS TRIM WITH INTEGRAL STUCCO
- 12 WOOD DETAILS
- 13 100% PAINTED WOOD CORBELS
- 14 3X4 PAINTED WOOD RAFTERS
- 15 METAL DETAIL
- 16 PAINTED METAL WINDOW GRATES
- 17 RIBBLE GRANITE MANTLE/SHAPED: NOT USED
- 18 VENEER: NOT USED
- 19 CHIMNEY TOP: NOT USED
- 20 LIGHTING FIXTURE
- 21 DECORATIVE TILE: NOT USED



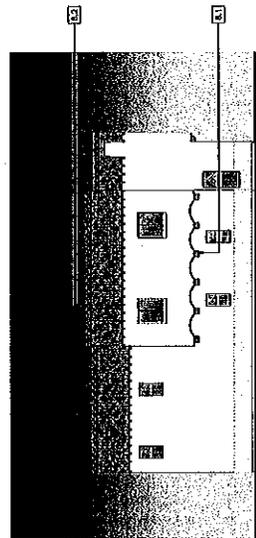
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27'-0"



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NOTE: SEE FLOORPLANS FOR DIMENSIONED ROOFLOTS AND RECESSES.

CLUSTER ELEVATIONS - SPANISH COTTAGE - B1 A318



SCALE: 1/8" = 1'-0"

MANITEX INC.  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CA 90211  
 TEL: (310) 274-5553  
 FAX: (310) 274-5554

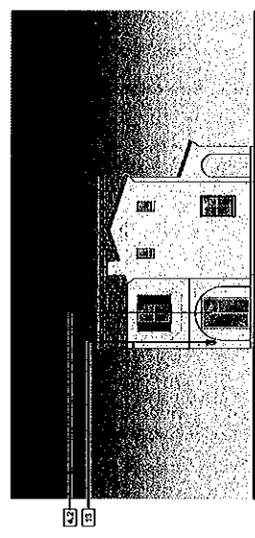
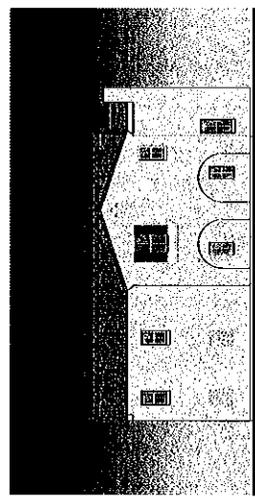
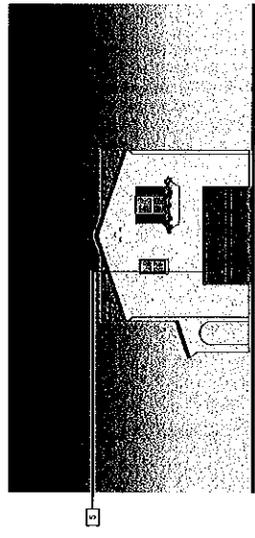
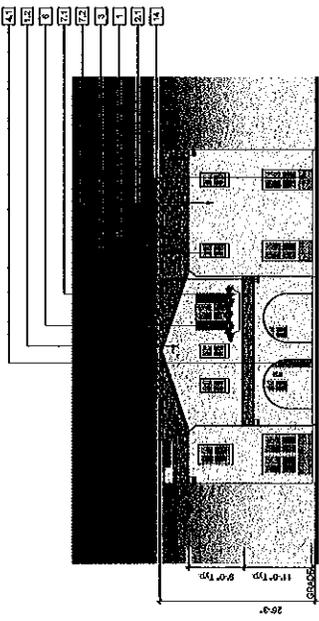
for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

OXYARD, CALIFORNIA

OXYARD AVENUE & VENTURA ROAD

**KEYNOTES**

- \* REFER TO DETAIL COLOR BOARD SHEETS FOR MATERIAL SPECIFICATION
- 1 CONCRETE ROOF TILE
- 2 CONCRETE ROOF TILE ACCENT
- 3 STUCCO
- 4 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 5 VINYL WINDOWS
- 6 DOORS
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS
- 11 EPS DETAILS
- 12 EPS PLANT SHELVES WITH STONE FINISH
- 13 1/2" X 1/4" L-CH EPS CORNER WITH INTEGRAL STUCCO
- 14 WOOD DETAILS NOT USED
- 15 METAL DETAILS NOT USED
- 16 FIBRE CEMENT WEATHERBOARD NOT USED
- 17 VENEER NOT USED
- 18 CHIMNEY TOP NOT USED
- 19 LIGHTING FIXTURE
- 20 DECORATIVE TILE



NOTE: SEE FLOORPLANS FOR DIMENSIONED POP-OUTS AND RECESSES.

SCALE: 1/4" = 1'-0"

**CLUSTER ELEVATIONS - SPANISH COTTAGE - B2 A319**

VINEYARD AVENUE & VENTURA ROAD  
 OXNARD, CALIFORNIA

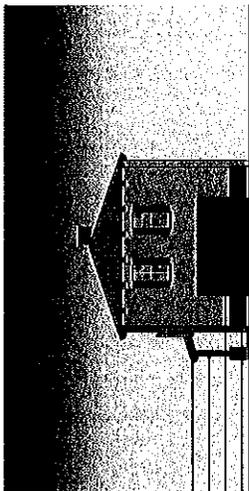
for CASDEN PROPERTIES LLC 9090 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5563

PREPARED BY:  
 JAVIER RIVERA  
 ARCHITECT  
 1700 WILSON AVENUE  
 SUITE 200  
 BEVERLY HILLS, CA 90210

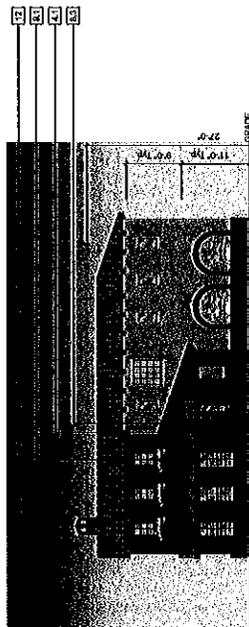
**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

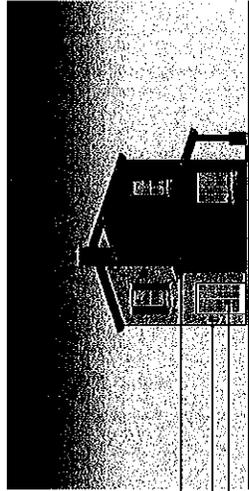
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS
- 10 EBN DETAILS
- 11 1/2" x 3/8" TRIM WITH INTEGRAL STUCCO
- 12 WOOD DETAILS
- 13 8" x 8" PAINTED WOOD RAFTERS
- 14 12" x 12" PAINTED WOOD POST
- 15 12" x 12" PAINTED WOOD BEAM
- 16 1" x 7" REVEAL PAINTED WOOD FASCIA
- 17 METAL DETAILS
- 18 PAINTED METAL PLANT SHELVES
- 19 PAINTED FIBER GLASS WEATHERSTRIPS NOT USED
- 20 VINYL
- 21 BRICK VENEER FACADE
- 22 CHIMNEY TOP FIELD CONSTRUCTED PAINTED SHEET METAL CAP PER MANUFACTURER INSTRUCTIONS
- 23 LIGHTING FIXTURE
- 24 DECORATIVE TILE, NOT USED



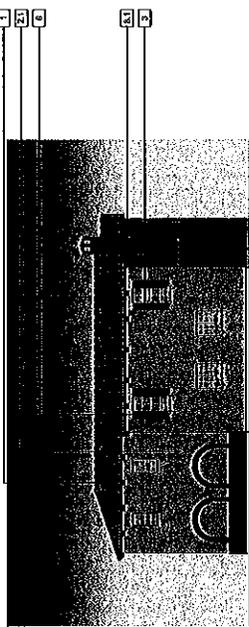
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NOTE: SEE FLOORPLANS FOR DIMENSIONED REPOUTS AND RECESSES.

CLUSTER ELEVATIONS - CALIFORNIA VINEYARD - B1 A320



SCALE 1/8" = 1'-0"



OXFORD, CALIFORNIA

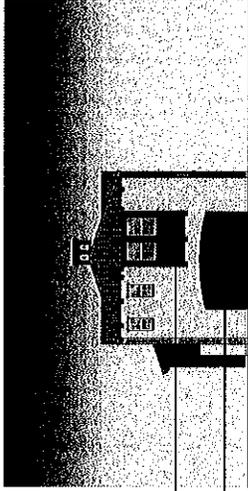
for CASCEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

VINEYARD AVENUE & VENTURA ROAD

MANUFACTURING  
BANKARD & BILAU  
10000 WILSHIRE BLVD., SUITE 100  
BEVERLY HILLS, CALIFORNIA 90211  
PHONE: 310-274-5553 FAX: 310-274-5554

**KEYNOTES**

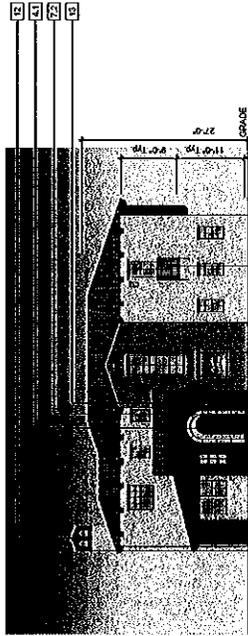
- \* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION
- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD MPH
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS, NOT USED
- 10 EPS METALS
- 11 1/4" EPS FOAM WITH INTEGRAL STUCCO
- 12 8" EPS FOAMLED ARCH FOAM WITH STROKE FINISH
- 13 WOOD DETAILS
- 14 PAINTED WOOD RAFTERS
- 15 METAL DETAILS
- 16 PAINTED METAL ALUETTE BALCONY
- 17 PAINTED METAL PLANT SHELTERS
- 18 PAINTED FIBERGLASS WEATHERBOARD
- 19 VINYL
- 20 BRICK VENEER FACADE
- 21 CHIMNEY TOP FIELD CONSTRUCTED PAINTED SHEET METAL, CAP PER MANUFACTURER INSTRUCTIONS
- 22 LIGHTING FIXTURE
- 23 DECORATIVE TILE, NOT USED



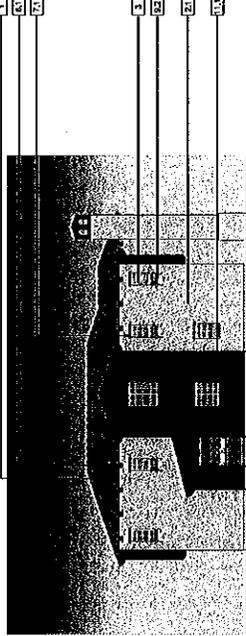
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NOTE: SEE FLOOR PLANS FOR DIMENSIONED POPOUTS AND RECESSES.

SCALE: 1/8" = 1'-0"

CLUSTER ELEVATIONS - CALIFORNIA VINEYARD - B2 A321

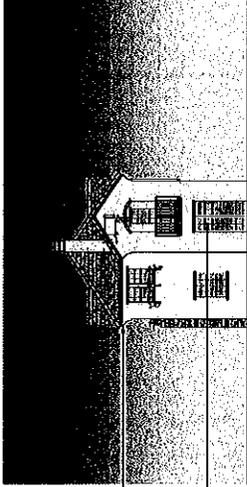
for CASHEN PROPERTIES LLC 9060 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

OXNARD, CALIFORNIA

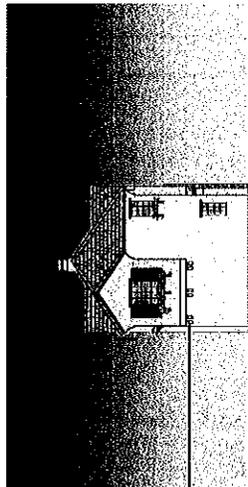
VINEYARD AVENUE & VENTURA ROAD

VAN LINDBERG  
ARCHITECTS &  
DESIGNERS, LLC  
10000 WILSHIRE BLVD., SUITE 1000  
BEVERLY HILLS, CA 90211

**KEYNOTES**  
 1. CONCRETE ROOF TILE  
 2. STUCCO  
 3. PAINTED INTEGRAL STUCCO WITH SAND FINISH  
 4. 4" X 11" 1/4" X 2" RECESSED INTEGRAL STUCCO ACC  
 5. 4" X 11" 1/4" X 2" RECESSED INTEGRAL STUCCO ACC  
 6. VINYL WINDOWS  
 7. DOORS  
 8. PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT  
 9. VINYL SLIDING DOORS  
 10. PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT  
 11. PAINTED FIBERGLASS SHUTTERS  
 12. EPS DETAILS  
 13. 1/4" EPS TRIM WITH INTEGRAL STUCCO  
 14. 1/4" EPS TRIM WITH INTEGRAL STUCCO  
 15. 1" X 1" EPS CORNER WITH INTEGRAL STUCCO  
 16. 6" EPS PROFILED ANCH TRIM WITH STONE FINISH  
 17. WOOD DETAILS  
 18. 4" REVEALED PAINTED WOOD FASCIA  
 19. PAINTED WOOD CORBELS  
 20. PAINTED WOOD PLANT SHELVES  
 21. PAINTED WOOD RAILING  
 22. METAL DETAILS NOT USED  
 23. FIBRE CEMENT WEATHERBOARDS NOT USED  
 24. VINYL  
 25. STONE VINYLER FACADE  
 26. CHIMNEY TOP FIELD CONSTRUCTED PAINTED SHEET METAL/CMP PER MANUFACTURER INSTRUCTIONS  
 27. LIGHTING FIXTURE  
 28. DECORATIVE TILE NOT USED



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NOTE:  
 SEE FLOORPLAN FOR DIMENSIONED ROPOUTS AND  
 REVISIONS.

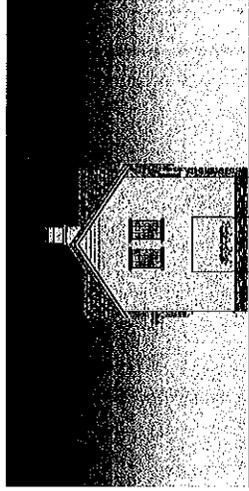
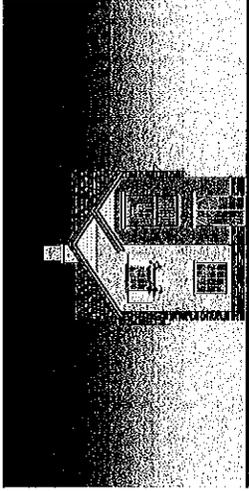
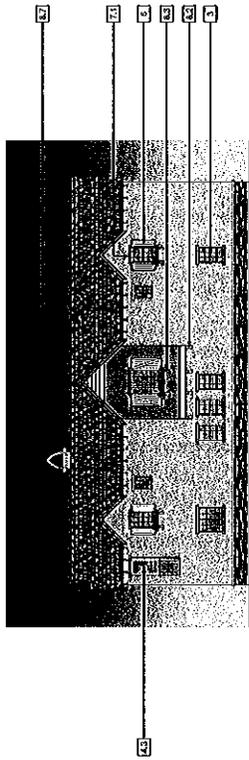
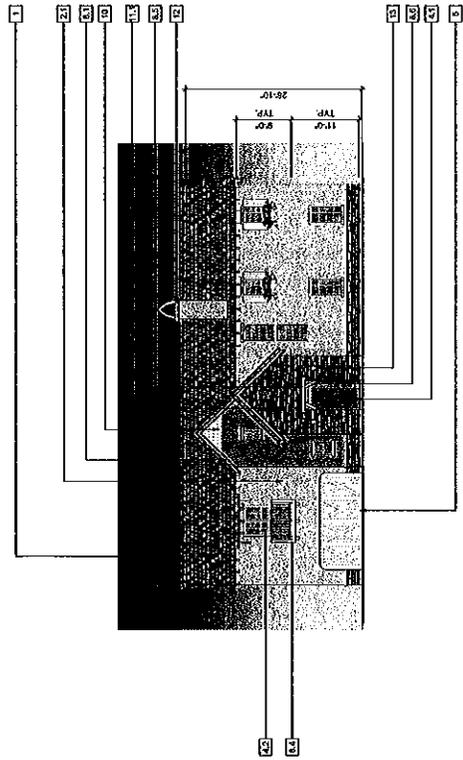
CLUSTER ELEVATIONS - COUNTRY FRENCH - C1 A322



OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

VINEYARD AVENUE & VENTURA ROAD

VANTIER BUILDING  
 3000 BROADWAY, SUITE 100  
 SAN DIEGO, CA 92108  
 TEL: 619.444.1111 FAX: 619.444.1112  
 WWW.VANTIERBUILDING.COM



- KEYNOTES**  
 \* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION
- 1 CONCRETE ROOF TILE
  - 2 STUCCO
  - 3 PAINTED INTERNAL STUCCO WITH SAND FINISH
  - 4 VINYL WINDOWS
  - 5 DOORS
  - 6 PAINTED FIBREGLASS ENTRY DOOR WITH WOOD IMPRINT
  - 7 VINYL SLIDING DOORS
  - 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
  - 9 PAINTED FIBREGLASS SHUTTERS
  - 10 EPS DETAILS
  - 11 1/2" EPS FOAM WITH INTEGRAL STUCCO
  - 12 WOOD DETAILS
  - 13 8" REVEALED PAINTED WOOD PARADE
  - 14 6x12 PAINTED WOOD CORBELS
  - 15 PAINTED WOOD PLANT BRACKETS
  - 16 PAINTED WOOD RAILING
  - 17 4x4 PAINTED WOOD TRIM
  - 18 4x6 PAINTED WOOD KICKER
  - 19 2x6 PAINTED WOOD SHUTTERS
  - 20 METAL DETAILS: NOT USED
  - 21 PAINTED FIBRE CONCRETE WEATHERBOARD SIDING
  - 22 VINYL SILLERS
  - 23 STONE VENEER FACADE
  - 24 CHIMNEY TOP: FIELD CONSTRUCTED PAINTED SHEET METAL CAP PER MANUFACTURER INSTRUCTIONS
  - 25 LIGHTING FIXTURE
  - 26 DECORATIVE TILE: NOT USED

NOTE: SEE FLOORPLANS FOR DIMENSIONED POP-OUTS AND RECESSES.

SCALE: 1/4" = 1'-0"  
 0' 1' 2' 3' 4' 5'

OXFORD, CALIFORNIA  
 for CASDEN PROPERTIES LLC 9080 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553

MANUEL RIVERA  
 ARCHITECT  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CA 90211  
 TEL: (310) 274-5553  
 FAX: (310) 274-5554

SUBMITTAL: JULY 13, 2008 #2216

CLUSTER ELEVATIONS - COUNTRY FRENCH -C2 A323

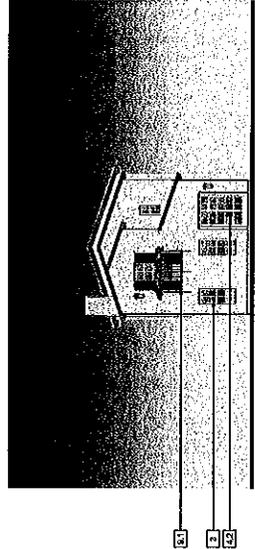
VINEYARD AVENUE & VENTURA ROAD

**KEYNOTES**

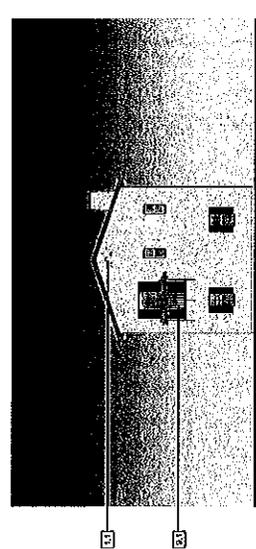
\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

- 1 CONCRETE ROOF TILE
- 2 CONCRETE ROOF TILE ACCENT
- 3 STUCCO
- 4 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 5 VINYL WINDOWS
- 6 DOOR:
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD IMPRINT
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL GARAGE DOGS WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS
- 11 EPS DETAILS
- 12 2X4X8 EPS PROFILED ARCH TRIM WITH STONE FINISH
- 13 WOOD DETAILS
- 14 3/4" PAINTED WOOD BUTTERS
- 15 METAL DETAILS
- 16 PAINTED METAL BALUETTE BALCONY
- 17 PAINTED METAL PLANT SHELVE
- 18 PAINTED METAL WINDOW GRATE
- 19 FIBER GLASS W/ FIBERGLASS NOT USED
- 20 VINYL NOT USED
- 21 CHIMNEY TOP: NOT USED
- 22 LIGHTING FIXTURE
- 23 DECORATIVE TILE: NOT USED

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NOTE: SEE FLOORPLANS FOR DIMENSIONED POPOUTS AND RECESSES.

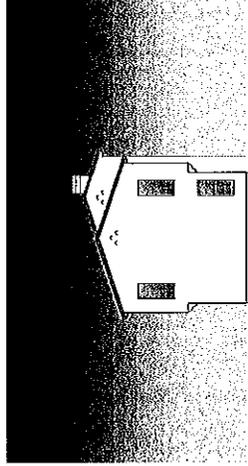
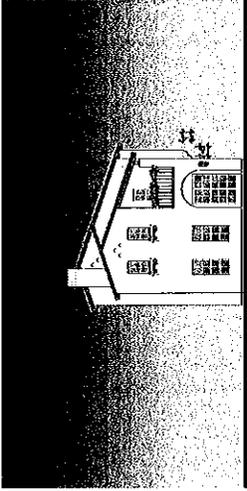
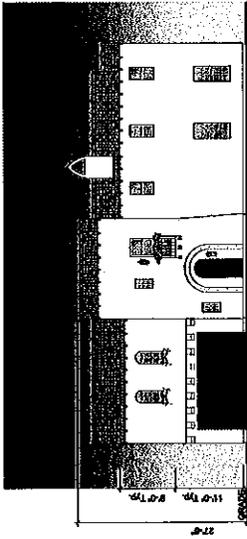
**CLUSTER ELEVATIONS - SPANISH COTTAGE - C1 A324**



OXNARD, CALIFORNIA  
**for CASDEN PROPERTIES LLC** 9090 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553

**VENEZUELA AVENUE & VENTURA ROAD**

PREPARED BY:  
**KAN YUEN & ASSOCIATES, AIA**  
 ARCHITECTS & INTERIORS  
 10000 WILSHIRE BLVD., SUITE 1000  
 BEVERLY HILLS, CALIF. 90210



CLUSTER ELEVATIONS - SPANISH COTTAGE - C2 A325

SCALE 1/8"=1'-0"

OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

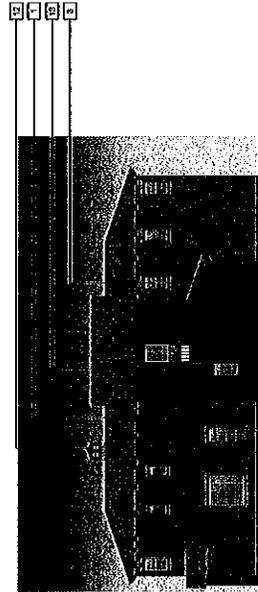
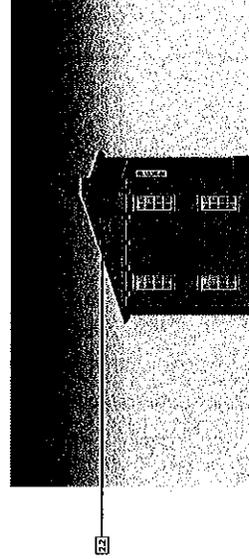
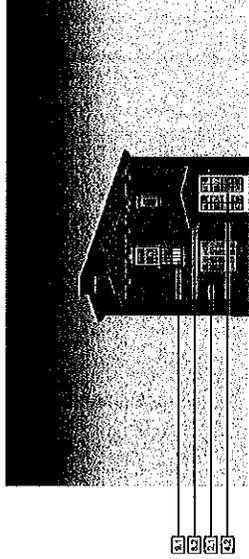
WANT TO BUY  
 WANT TO SELL  
 WANT TO RENT  
 WANT TO LEASE  
 WANT TO INVEST  
 WANT TO FINANCE  
 WANT TO REFUND

VINEYARD AVENUE & VENTURA ROAD

**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 1" X 1" RECESSED PAINTED INTEGRAL STUCCO ACE
- 5 VINYL WINDOWS
- 6 DOORS
- 7 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD MIP
- 8 VINYL SLIDING DOORS
- 9 PAINTED STEEL CARTRIDGE DOOR WITH WOOD IMPRINT
- 10 PAINTED FIBERGLASS SHUTTERS NOT USED
- 11 EPS DETAILS
- 12 1 1/2" EPS TRIM WITH INTEGRAL STUCCO
- 13 WOOD DETAILS
- 14 8X10 PAINTED WOOD GUTTERS
- 15 8X10 PAINTED WOOD BEAM
- 16 12X4 PAINTED WOOD CORNICES
- 17 METAL DETAILS
- 18 PAINTED METAL JULIETTE BALCONY
- 19 PAINTED METAL WINDOW GRATE
- 20 FIBER CEMENT WEATHERBOARD
- 21 VENER
- 22 BRICK VENER FASCIA
- 23 CHALKY FIBER CEMENT GUTTERS, STEEL PANELS, BRICK METAL CAP PER MANUFACTURER'S INSTRUCTIONS
- 24 LIGHTING FIXTURE
- 25 DECORATIVE TILE NOT USED



NOTE: SEE FLOOR PLANS FOR DIMENSIONED POPOUTS AND RECESSES.

CLUSTER ELEVATIONS - CALIFORNIA VINEYARD - C1 A326



OXNARD, CALIFORNIA for CASDEN PROPERTIES LLC 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

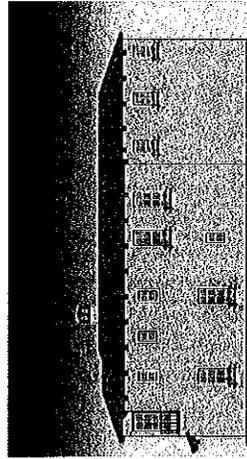
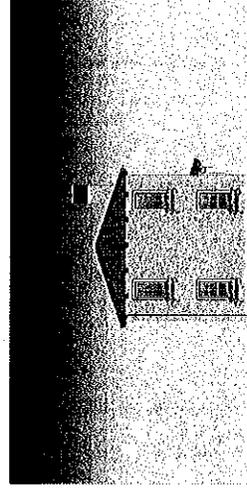
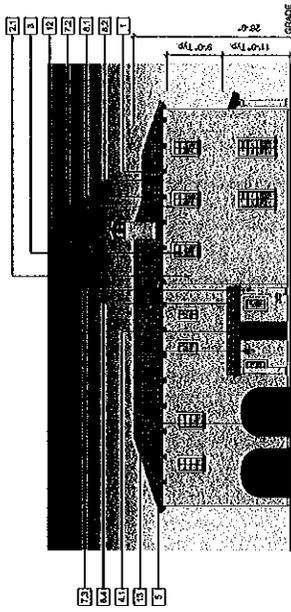
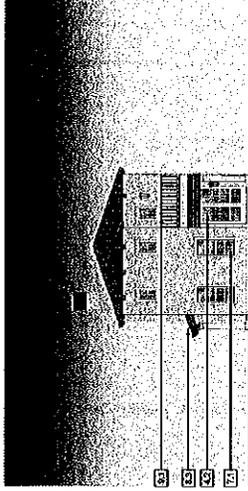
VINEYARD AVENUE & VENTURA ROAD

VAN METRE INC  
 3000 BAYVIEW BLVD  
 SODERBERG, ALA 36688  
 205-650-0000  
 WWW.VANMETRE.COM

**KEYNOTES**

\* REFER TO DETAIL COLOR BOARD SHEETS FOR ADDITIONAL INFORMATION

- 1 CONCRETE ROOF TILE
- 2 STUCCO
- 3 PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4 VINYL WINDOWS
- 5 DOORS
- 6 PAINTED FIBERGLASS ENTRY DOOR WITH WOOD MIP
- 7 VINYL SLIDING DOORS
- 8 PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT
- 9 PAINTED FIBERGLASS SHUTTERS, NOT USED
- 10 EPS DETAILS
- 11 1/4" EPS TRIM WITH INTEGRAL STUCCO
- 12 6" EPS PROFILED WINDOW TRIM WITH STONE FINISH
- 13 1" GA EPS PROFILED COLUMN WITH STONE FINISH
- 14 WOOD DETAILS
- 15 6/13 PAINTED WOOD RAFTERS
- 16 7" REVEAL PAINTED WOOD FASCIA
- 17 6/10 PAINTED WOOD JOISTS
- 18 6/10 PAINTED WOOD BEAMS
- 19 METAL DETAILS
- 20 PAINTED METAL RAILING
- 21 RIBBY CEILING WEATHERBOARD, NOT USED
- 22 VENEER, NOT USED
- 23 CHIMNEY TOP: FIELD CONSTRUCTED PAINTED SHEET METAL, CAP PER MANUFACTURER INSTRUCTIONS
- 24 LIGHTING FIXTURE
- 25 DECORATIVE TILE, NOT USED



NOTE: SEE FLOORPLANS FOR DIMENSIONED FOOTPRINTS AND REFERENCES.

CLUSTER ELEVATIONS - CALIFORNIA VINEYARD - C2 A327

SCALE: 1/8"=1'-0"

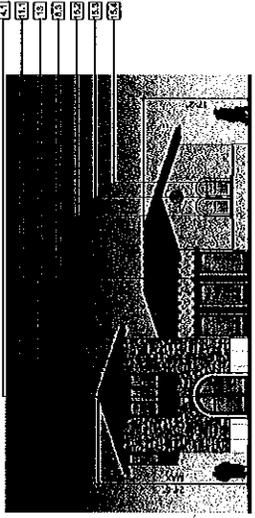
OXNARD, CALIFORNIA  
for CASDEN PROPERTIES LLC 3080 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5563

VINEYARD AVENUE & VENTURA ROAD

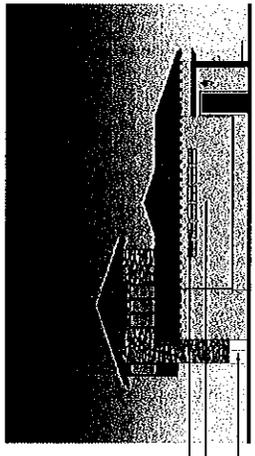
VAN TILBORG  
SANFORD &  
KANE  
ARCHITECTS  
10000 WILSHIRE BLVD., SUITE 200  
BEVERLY HILLS, CA 90210  
Tel: 310.274.5563 Fax: 310.274.5564

**KEYNOTES**  
 1. SEE SPECIFICATIONS AND BOARD SHEETS FOR  
 ADDITIONAL INFORMATION

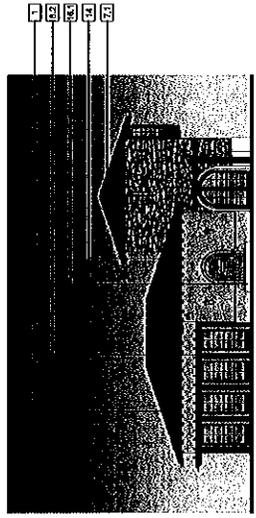
- 1. CONCRETE ROOF TILE
- 2. STUCCO
- 3. PAINTED INTEGRAL STUCCO WITH SAND FINISH
- 4. VINYL WINDOWS
- 5. DOORS:
- 6. FRENCH DOORS
- 7. PAINTED STEEL GARAGE DOOR WITH WOOD IMPRINT;  
 NOT USED
- 8. PAINTED FIBERGLASS SHUTTERS; NOT USED
- 9. EPS DETAILS
- 10. 1/4" EPS TRIM WITH INTEGRAL STUCCO
- 11. WOOD DETAILS
- 12. 4x8 PAINTED WOOD BATTERS
- 13. 2x12 PAINTED WOOD POSTS
- 14. PAINTED WOOD TRELLIS
- 15. METAL DETAILS; NOT USED
- 16. FIBER CEMENT WEATHERBOARD
- 17. VERTICAL
- 18. STONE VENEER PARADE
- 19. CHIMNEY TOP; NOT USED
- 20. LIGHTING FIXTURE
- 21. DECORATIVE TILE
- 22. EPS WITH STONE FINISH
- 23. 3/4" BASE WITH STONE FINISH
- 24. 6" EPS TRIM WITH STONE FINISH
- 25. 6" EPS COLUMN WITH STONE FINISH
- 26. 6" EPS WINDOW SILL WITH STONE FINISH
- 27. PRECAST CONCRETE FOUNTAIN



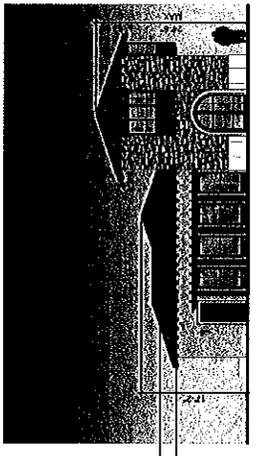
FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



SIDE ELEVATION

SCALE: 1/8"=1'-0"

OXNARD, CALIFORNIA  
 for CASDEN PROPERTIES LLC 9080 Wishnie Blvd., Beverly Hills, CA 90211 - (310) 274-5553

VENEYARD AVENUE & VENTURA ROAD

RECREATION BLDG. ELEVATIONS - TUSCAN A328

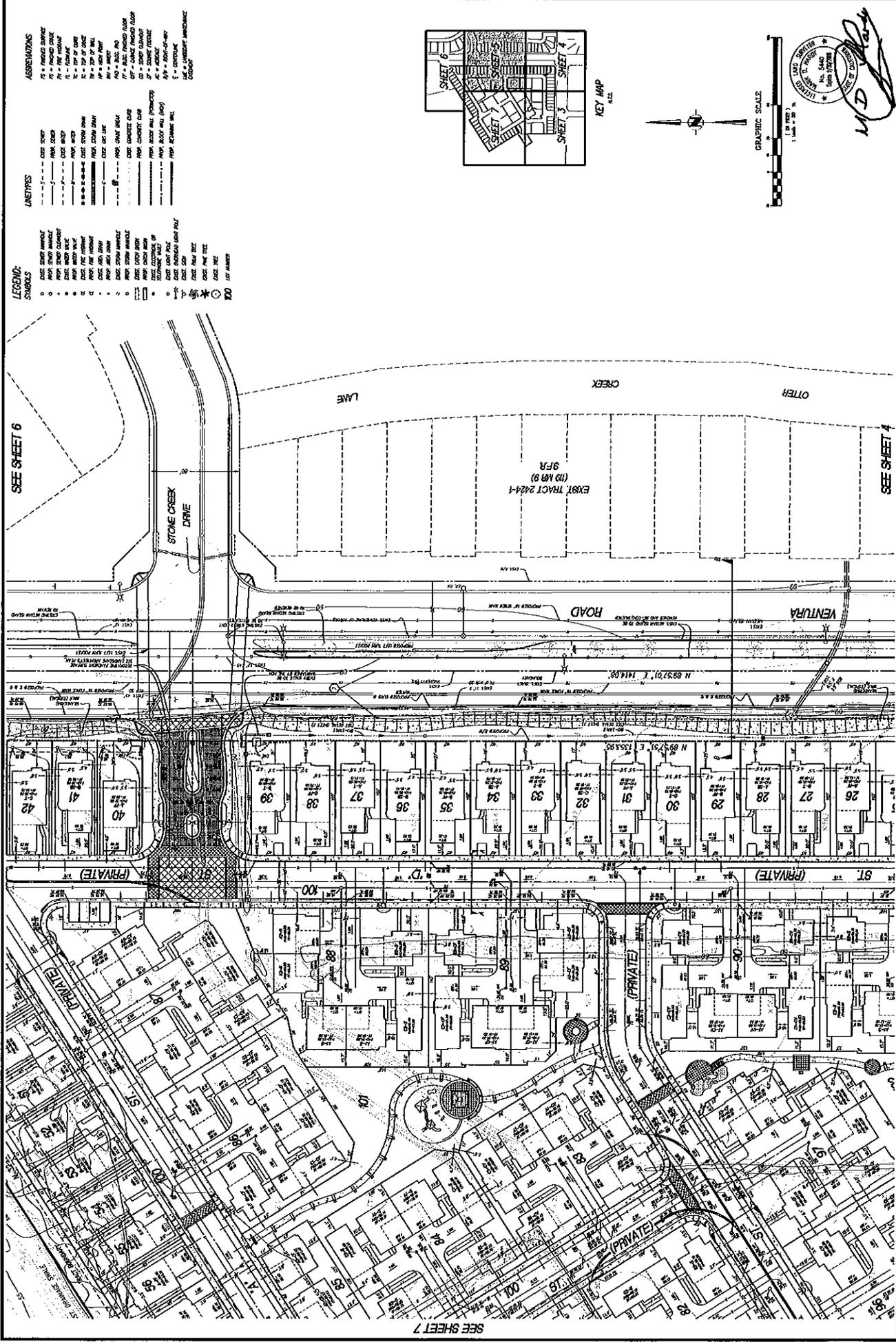
VAN TUREN  
 BAKWELL &  
 ASSOCIATES  
 ARCHITECTS  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CALIFORNIA 90211  
 TEL: 310.274.5553 FAX: 310.274.5554  
 WWW.VTBK.COM











**ENGINEERING SITE PLAN FOR**  
**TENTATIVE TRACT MAP 5672**  
**JULY 8, 2008**

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PREPARED FOR  
**CASDEN OXNARD LLC**  
 9080 WILSHIRE BLVD., 3rd FLOOR  
 BEVERLY HILLS, CA 90211  
 (310) 274-5553

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CIVIL ENGINEERS-PLANNERS-LAND SURVEYORS  
**HMK**  
 ENGINEERING  
 INC.

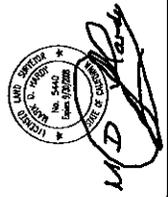
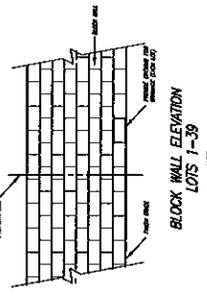
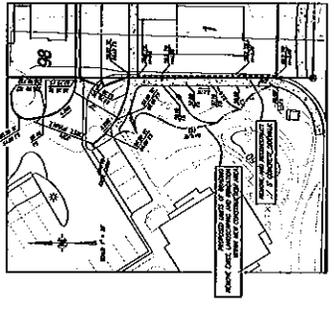
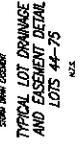
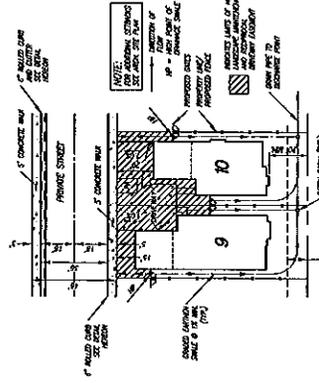
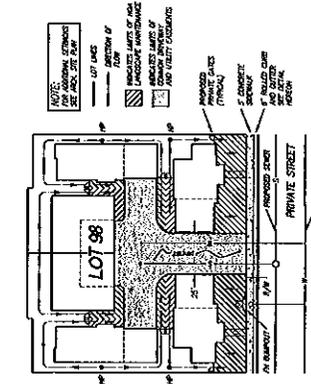
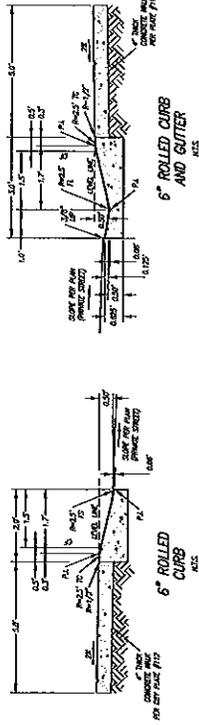
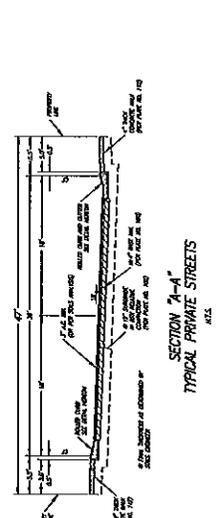
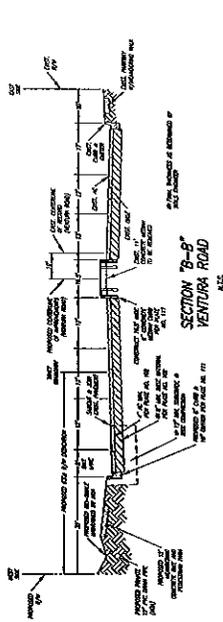
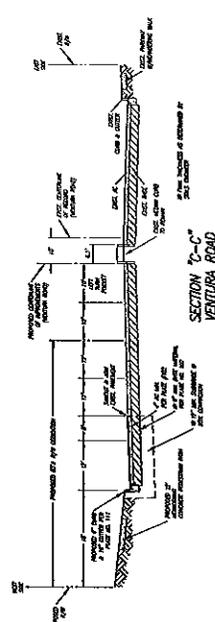
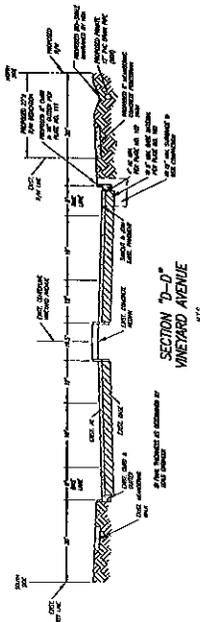
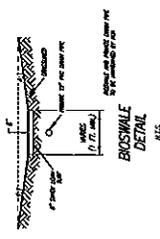
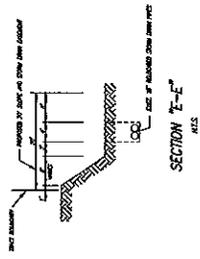
2407 VENTURA BLVD., SUITE 102  
 CALABASAS, CA 91302 PHONE (818) 222-0371

SHEET 6 OF 7 SHEETS  
 08/16/08









NO.	REVISIONS	DATE

GRADING PLAN FOR  
TENTATIVE TRACT MAP 5672  
JULY 8, 2008

PREPARED FOR  
**CASDEN OXNARD LLC**  
9090 WILSHIRE BLVD., 3RD FLOOR  
BEVERLY HILLS, CA 90211  
(310) 274-5555

CIVIL ENGINEERS-PLANNERS-LAND SURVEYORS  
24017 VENTURA BLVD., SUITE 102  
CALABASAS, CA 91302 PHONE (818) 222-0321

**HMK**  
ENGINEERING  
INC.





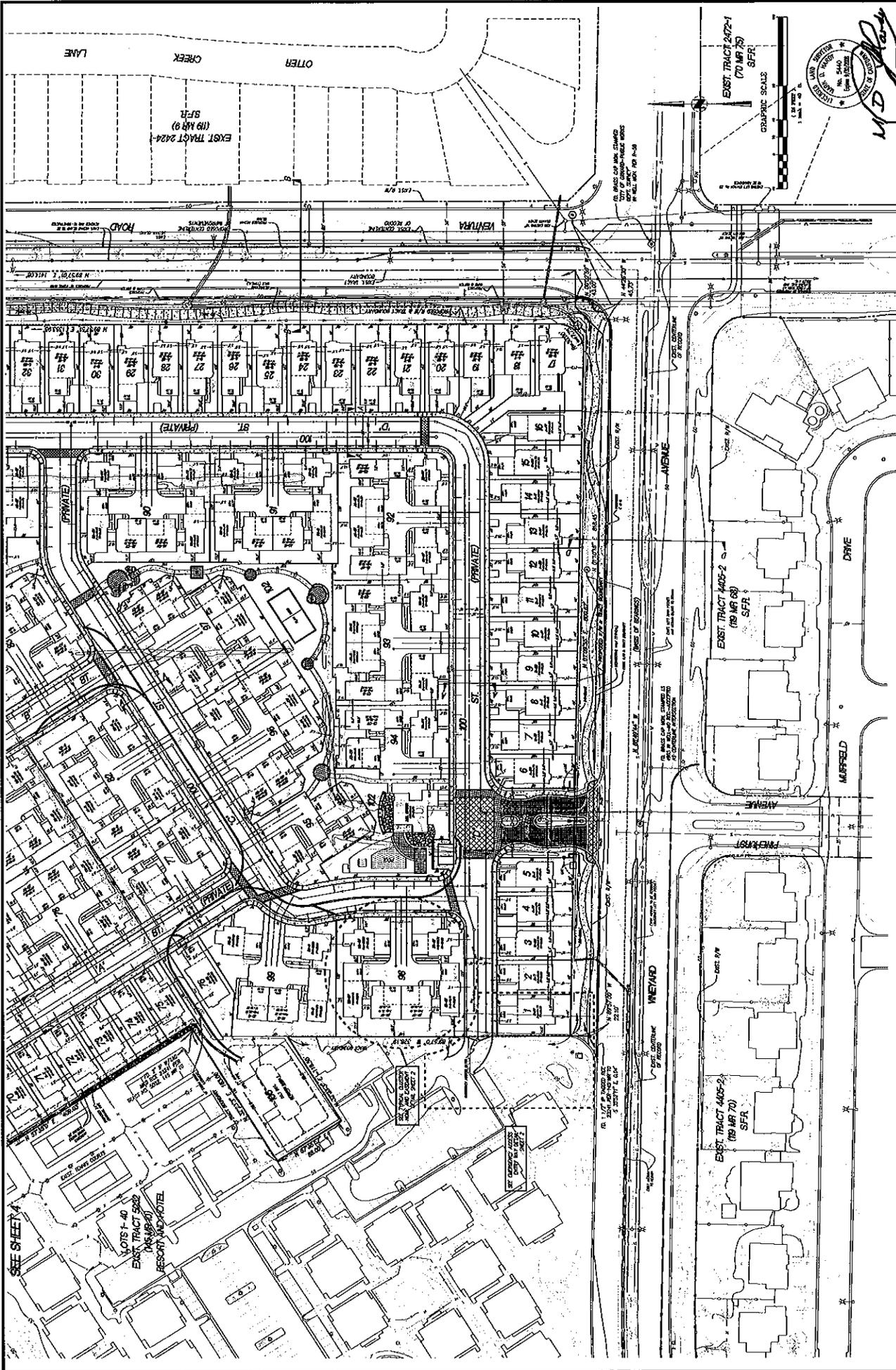












DATE	
DESCRIPTION	
REV	

PREPARED FOR  
**CASDEN OXNARD LLC**  
 9090 WILSHIRE BLVD., 3RD FLOOR  
 BEVERLY HILLS, CA 90211  
 (310) 274-5565

TENTATIVE TRACT MAP 5672  
 JULY 8, 2008

CIVIL ENGINEERS-PLANNERS-LAND SURVEYORS  
 2407 VENTURA BLVD., SUITE 112  
 CALabasAS, CA 91302 PHONE (818) 222-0301

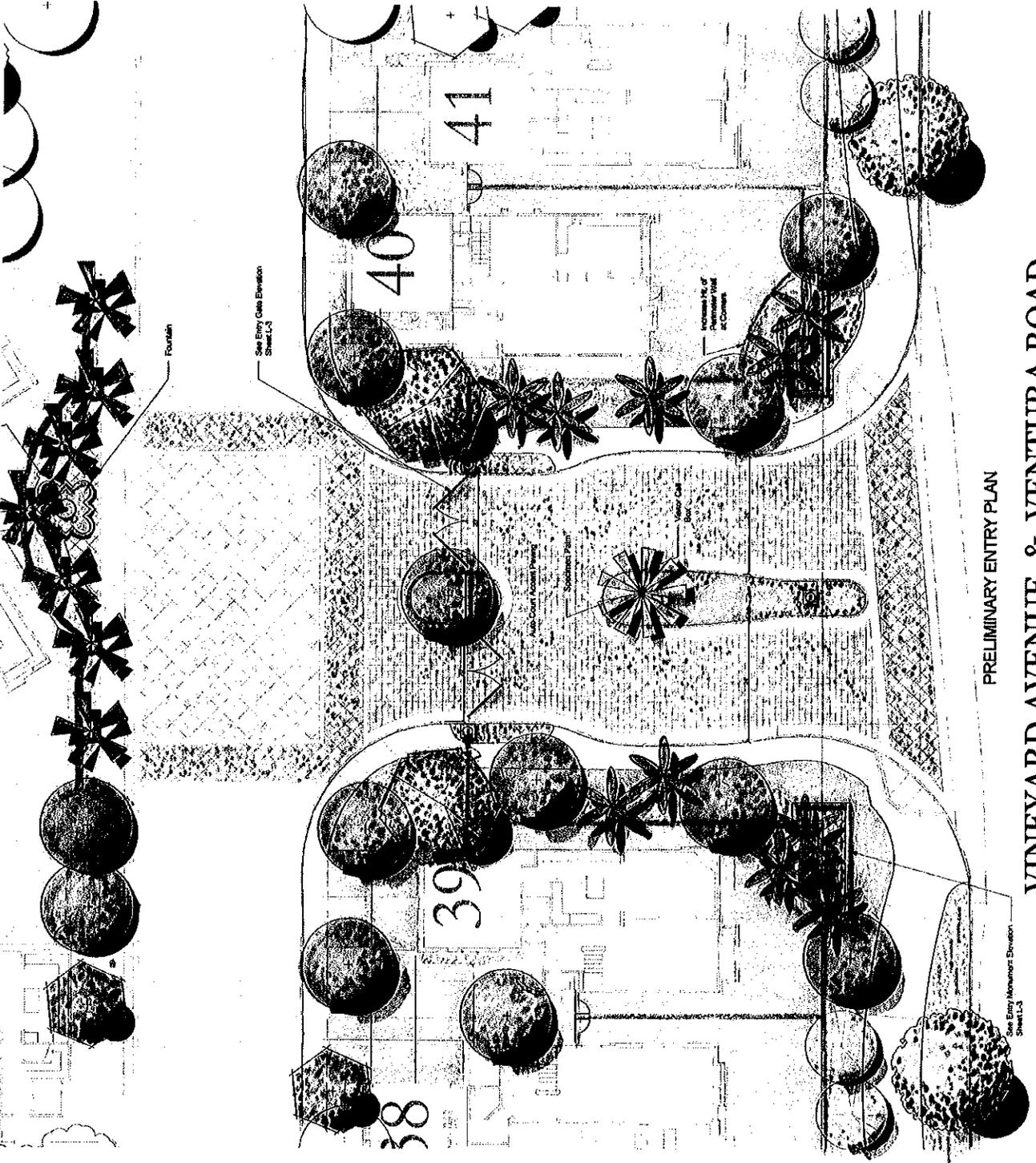
**HMK**  
 ENGINEERING  
 INC.

SHEET 1 OF 1 SHEETS

602.146.07







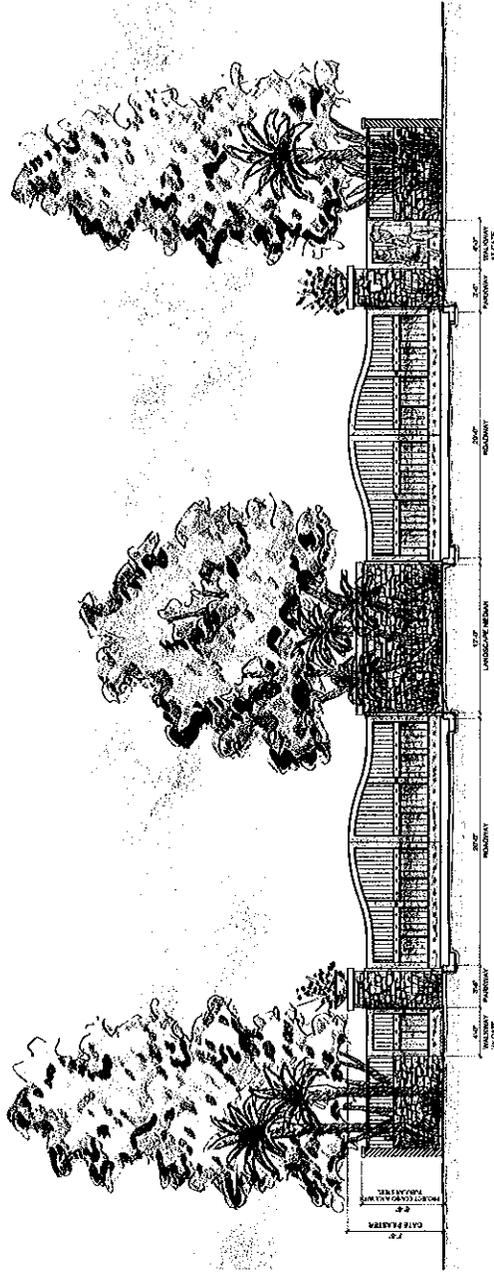
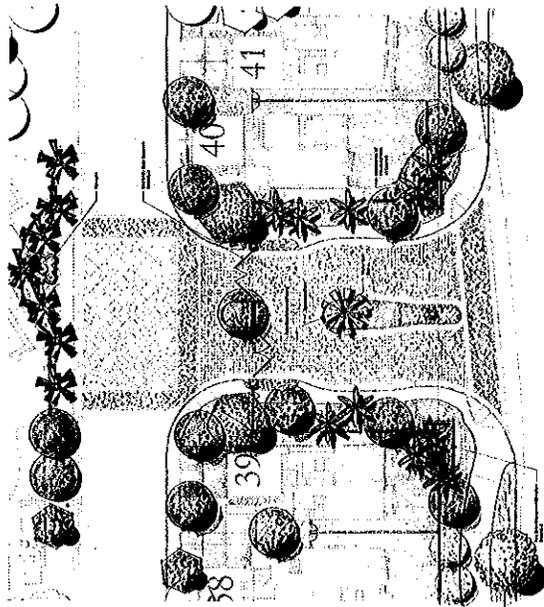
VAN TILBERG  
 & SODENBERG, L.A.  
 ARCHITECTS AND PLANNERS  
 8227 W. 10TH ST.  
 LOS ANGELES, CA 90024  
 TEL: 310.441.1111 FAX: 310.441.1111  
 www.vanberg.com

DATE: 10/01/2008  
 SCALE: 1/8" = 1'-0"  
 NORTH

L-2

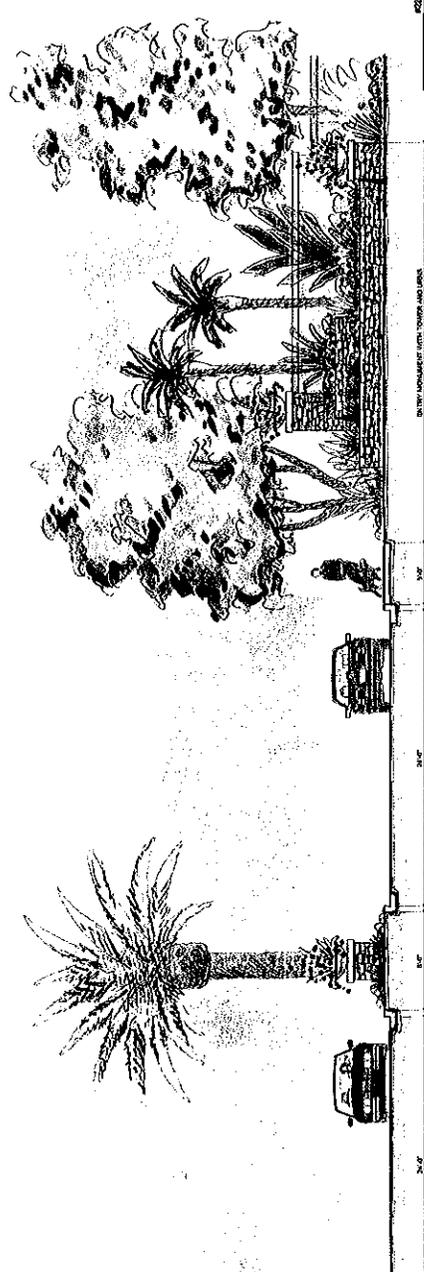
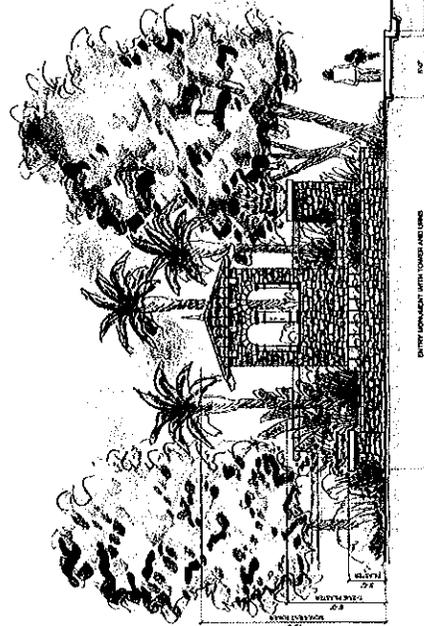
L.A. GROUP  
 2111 Colorado St., Suite 202  
 Los Angeles, CA 90024  
 TEL: 310.441.1111 FAX: 310.441.1111  
 www.lagroup.com

PRELIMINARY ENTRY PLAN  
 VINEYARD AVENUE & VENTURA ROAD  
 FOR:  
 CITY OF OYARD, CALIFORNIA  
 CASDEN PROPERTIES, LLC



PLAN VIEW  
RIS

GATE ELEVATION  
RIS



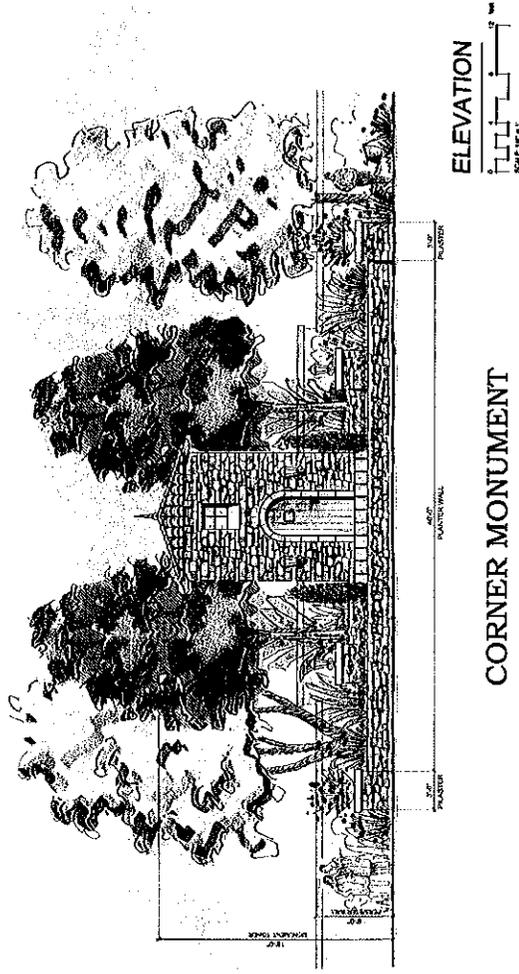
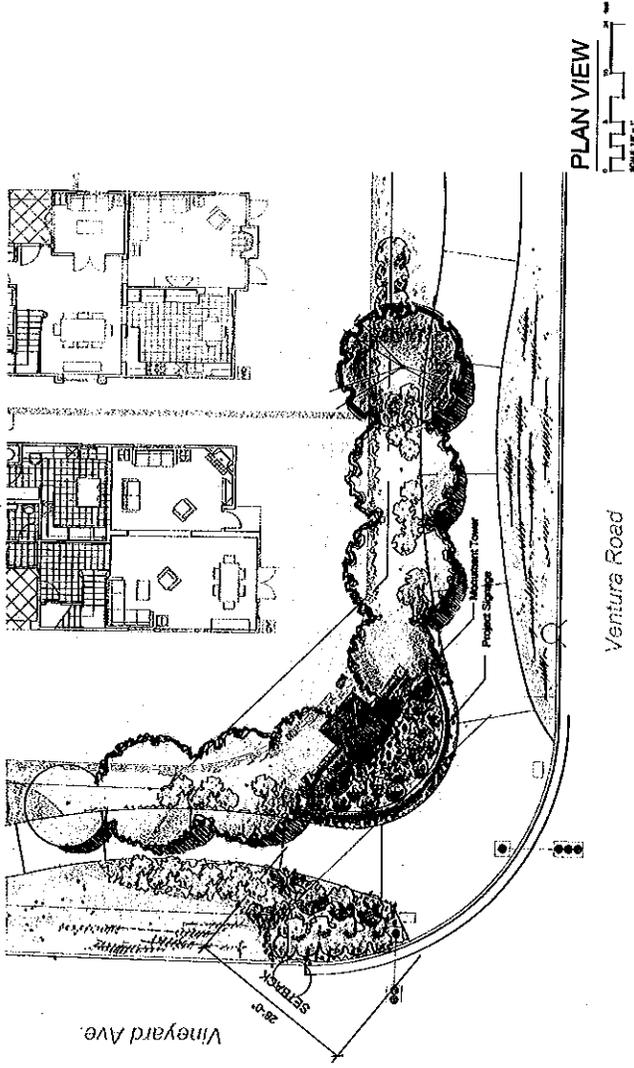
MONUMENT ELEVATION  
RIS

ENTRY MONUMENT  
FOR  
CITY OF OXNARD, CALIFORNIA  
**VINEYARD AVENUE & VENTURA ROAD**  
FOR  
CASDEN PROPERTIES, LLC



VAN TILBING  
VAN VLIET &  
SOUDEBACH, AIA  
REGISTERED ARCHITECTS  
1000 AVENUE 10  
SUITE 100  
OAKLAND, CA 94612  
WWW.VANVLIETARCHITECTS.COM

L.A. GROUP  
L.A. GROUP  
2010 Colorado St. Suite 200  
Westwood, CA 90024  
310.207.1818  
www.la-group.com



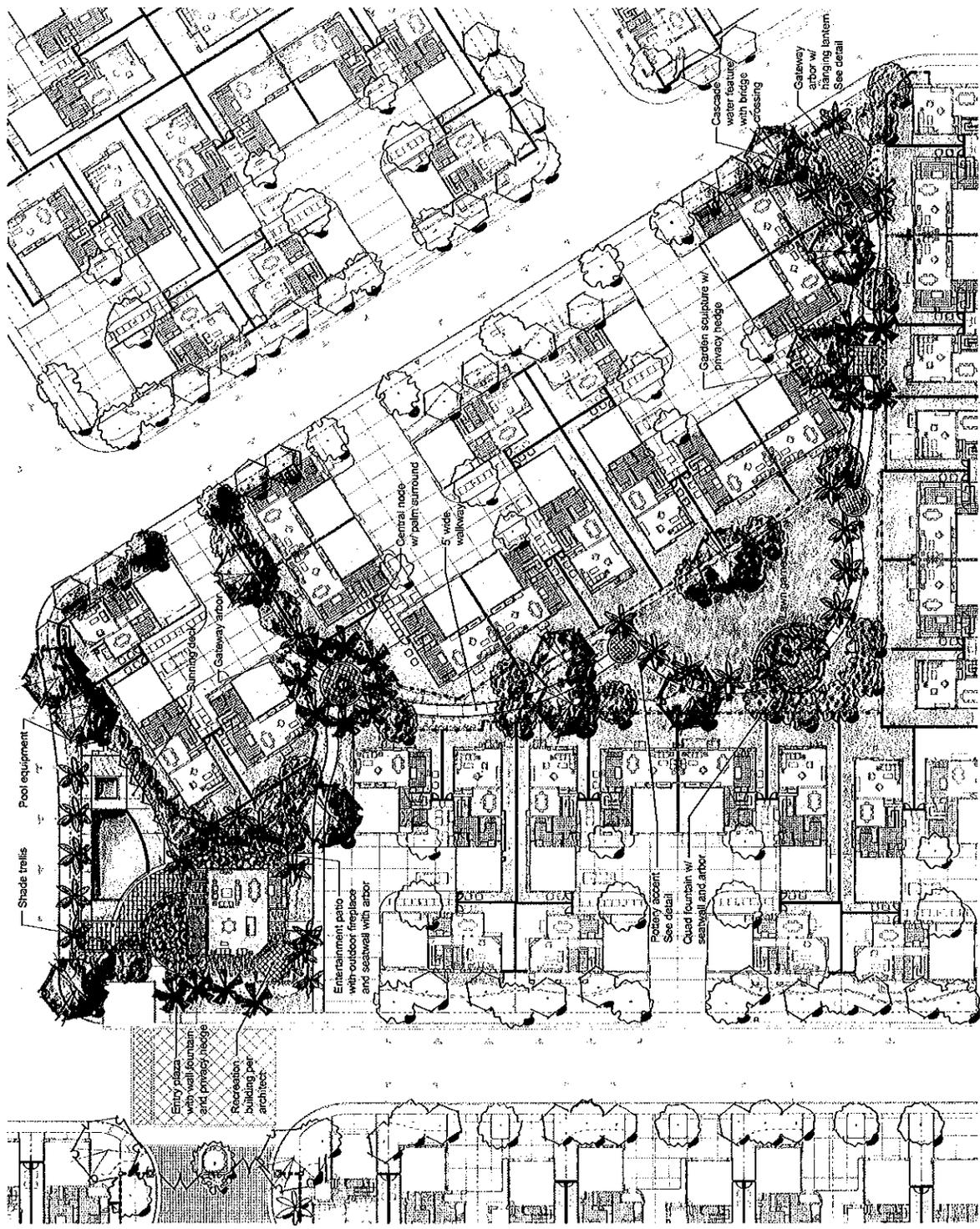
CORNER MONUMENT

**VINEYARD AVENUE & VENTURA ROAD**

CITY OF OXNARD, CALIFORNIA

FOR

**CASDEN PROPERTIES, LLC**



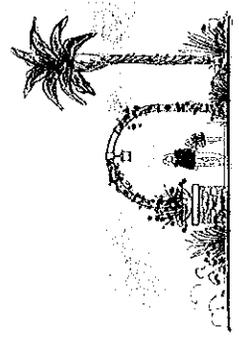
RECREATION AREA PLAN

VINEYARD AVENUE & VENTURA ROAD

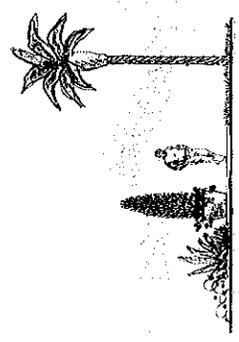
CITY OF OXNARD, CALIFORNIA

FOR

CASDEN PROPERTIES, LLC



Gateway Arbor



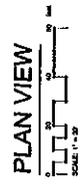
Pottery Accent



ELEVATIONS  
SCALE: 1/8" = 1'-0"



NORTH



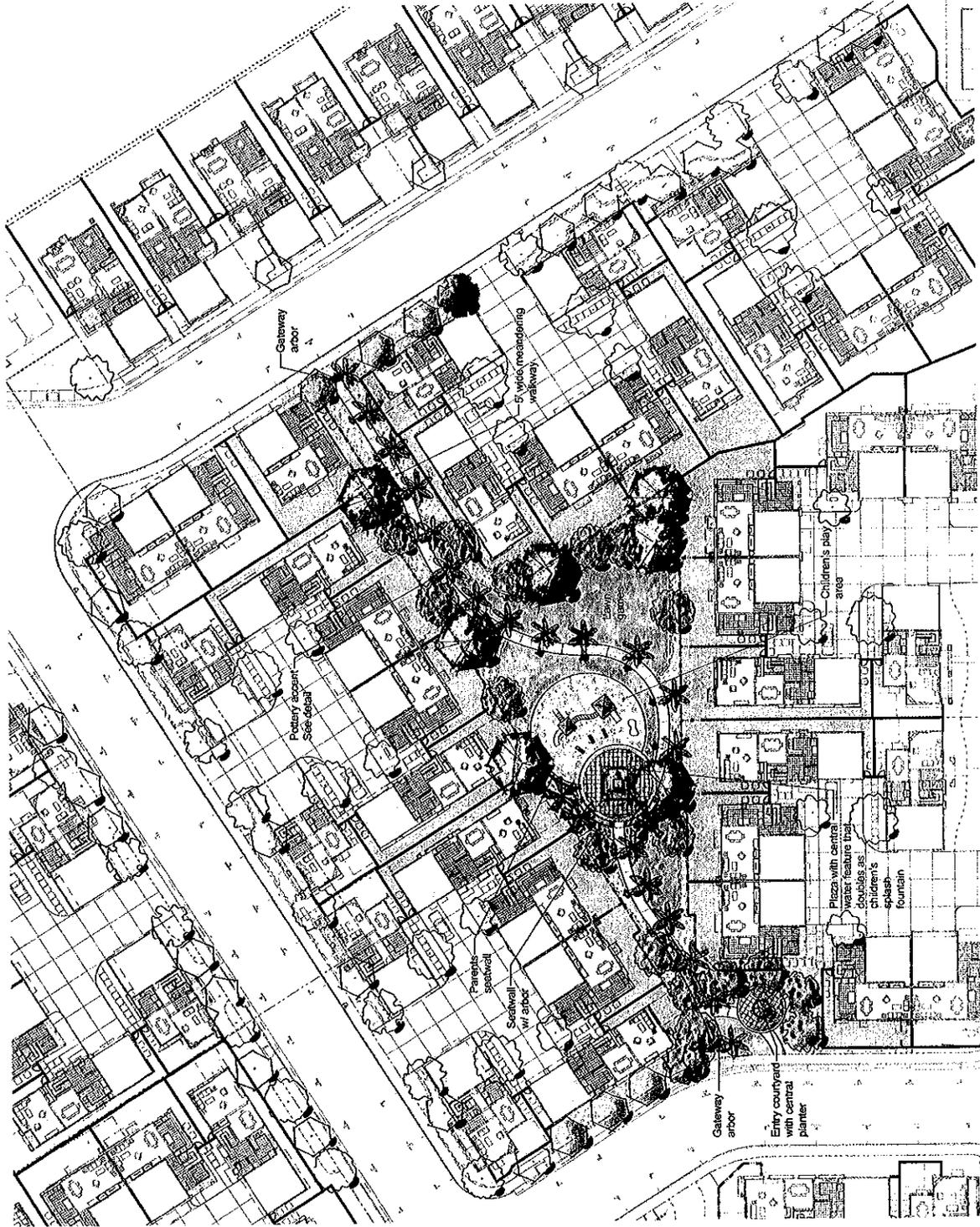
PLAN VIEW  
SCALE: 1/8" = 1'-0"



LAG 0000  
2008.07.14



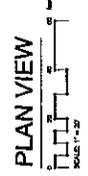
LAG 0000  
2008.07.14



Gateway Arbor



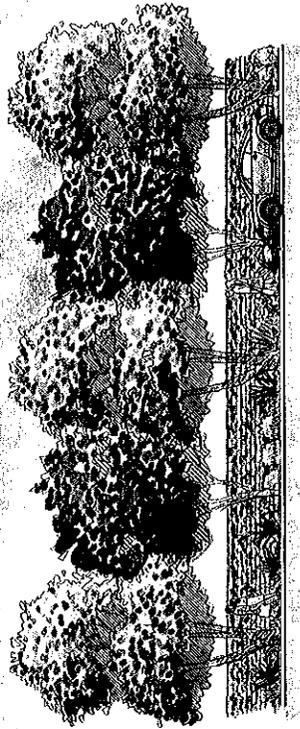
Pottery Accent



CHILDREN'S PLAY AREA

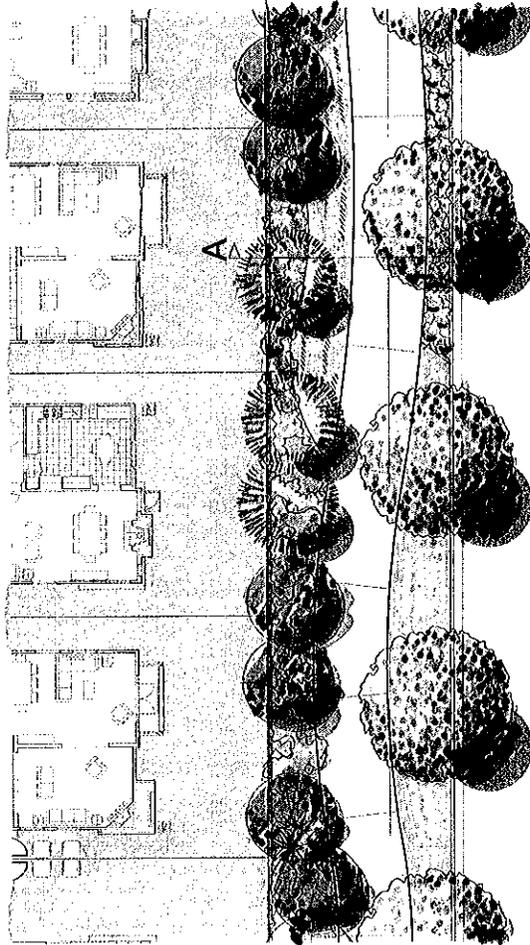
VINEYARD AVENUE & VENTURA ROAD

CITY OF OAKLAND, CALIFORNIA  
 FOR:  
 CASDEN PROPERTIES, LLC



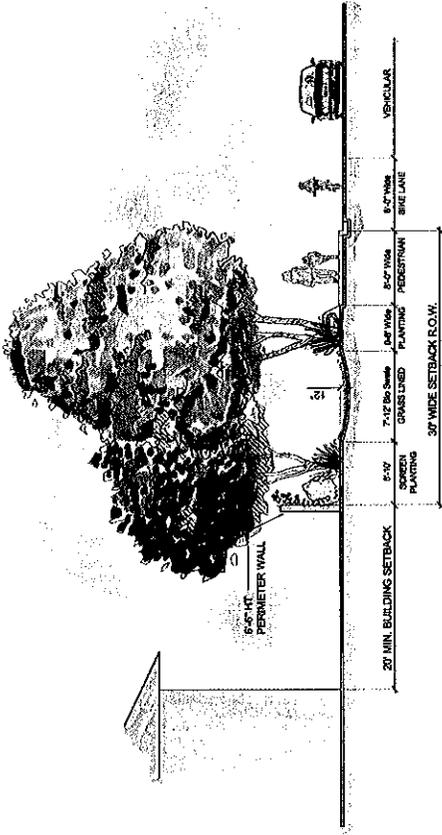
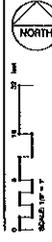
Ventura Road Elevation

SCALE 3/16"=1'



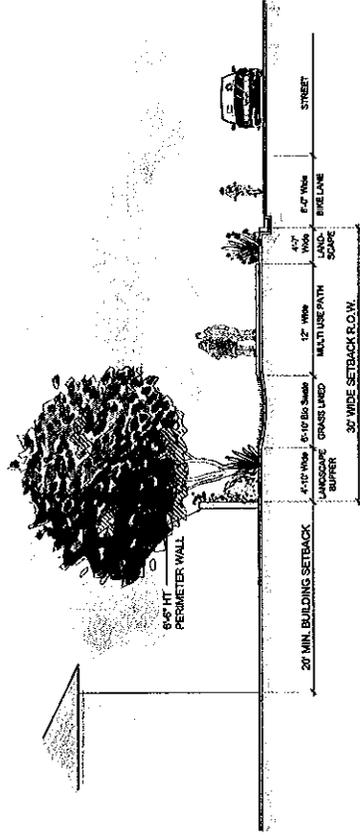
VENTURA ROAD

Ventura Road Plan



Typical Vineyard Ave. Section

SCALE 3/16"=1'



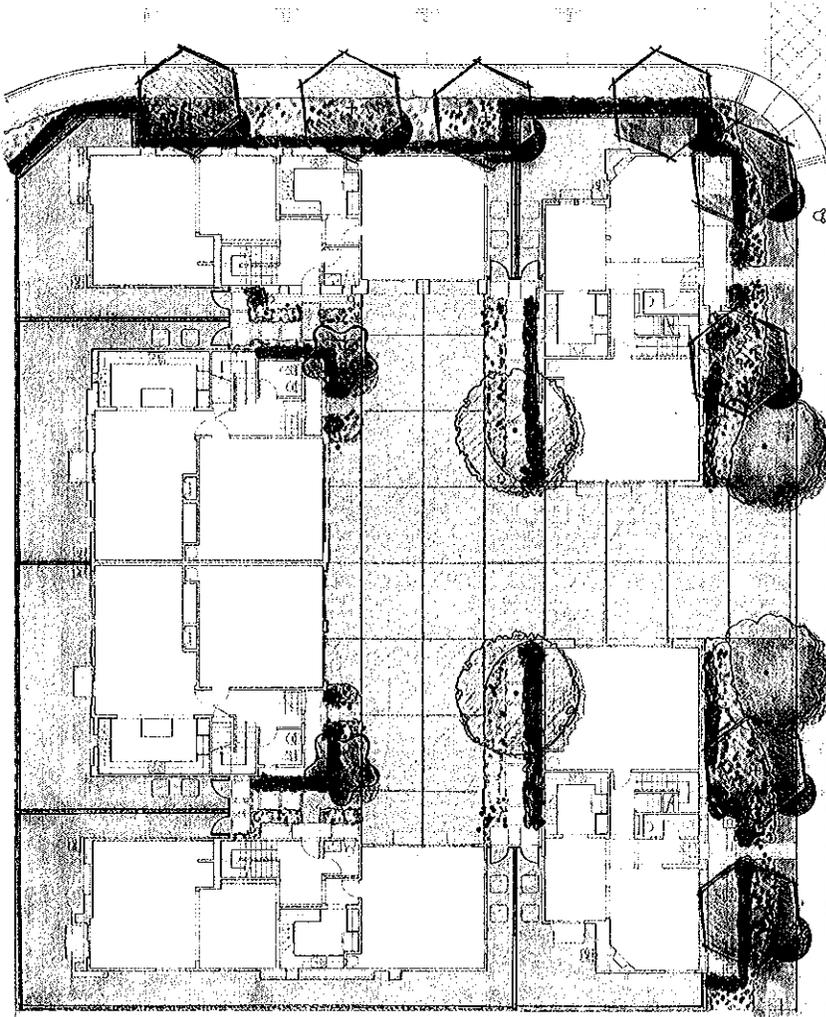
Ventura Road Section A

SCALE 3/16"=1'

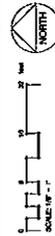


VINEYARD AVENUE & VENTURA ROAD

CITY OF OXNARD, CALIFORNIA  
FOR:  
CASDEN PROPERTIES, LLC



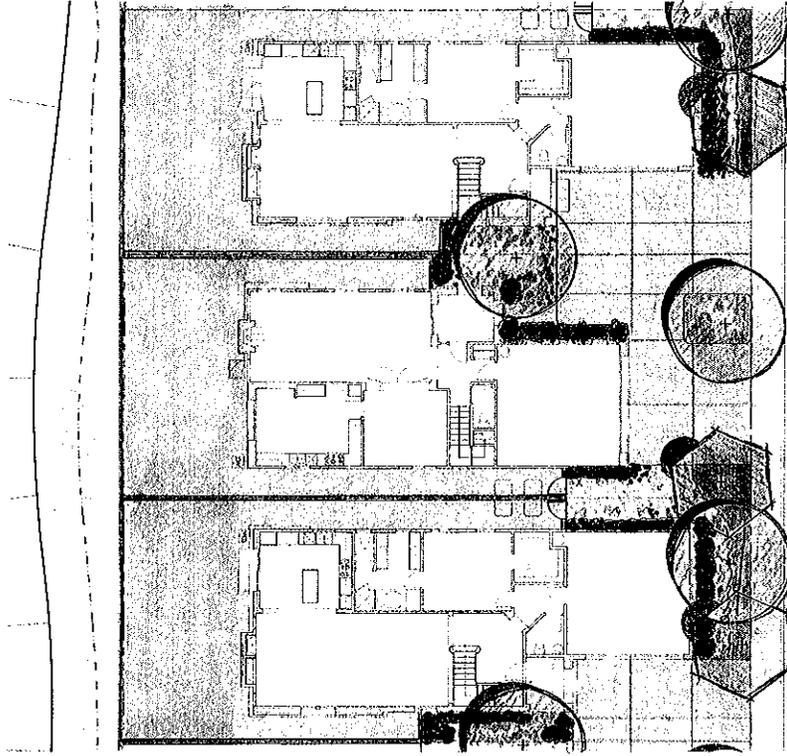
### Cluster Building Scheme A



TYPICAL UNIT LANDSCAPE

## VINEYARD AVENUE & VENTURA ROAD

FOR:  
CITY OF OXFORD, CALIFORNIA  
CASDEN PROPERTIES, LLC



### Single Family Scheme A



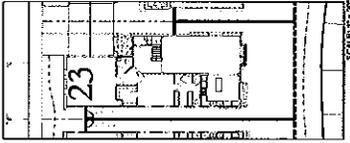
# FENCE & WALL PLAN

## VINEYARD AVENUE & VENTURA ROAD

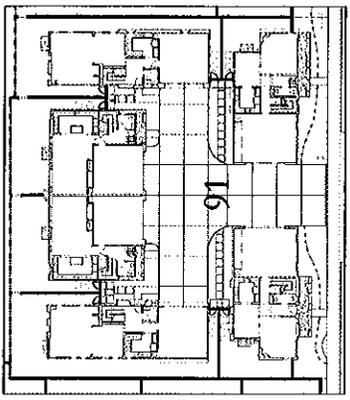
CITY OF OXNARD, CALIFORNIA

FOR:

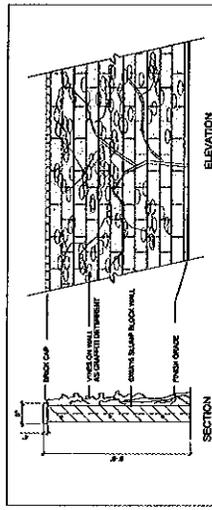
### CASDEN PROPERTIES, LLC



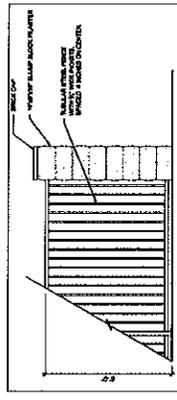
Typical Fencing for Single Family



Typical Fencing for Cluster



Perimeter 6"-6" H. Slump Block Wall with Brick Cap SCALE: 1/2" = 1'-0"



Perimeter 6' High Tubular Steel Fence SCALE: 1/2" = 1'-0"

- FENCE LEGEND
- 1" x 4" High Slump Block Wall with Brick Cap
  - 6" High Tubular Steel Fence
  - 30" High Tubular Steel Fence with 4" High Slump Block Wall
  - 4" High Tubular Steel Fence
  - 6" High Slump Block Wall with Brick Cap
  - 6' High Tubular Steel Fence
  - 10" x 10" x 10' High Slump Block Wall with Brick Cap

VAN TILBORG  
SODENBERG  
SODENBERG  
ARCHITECTS/PARCHITECTS

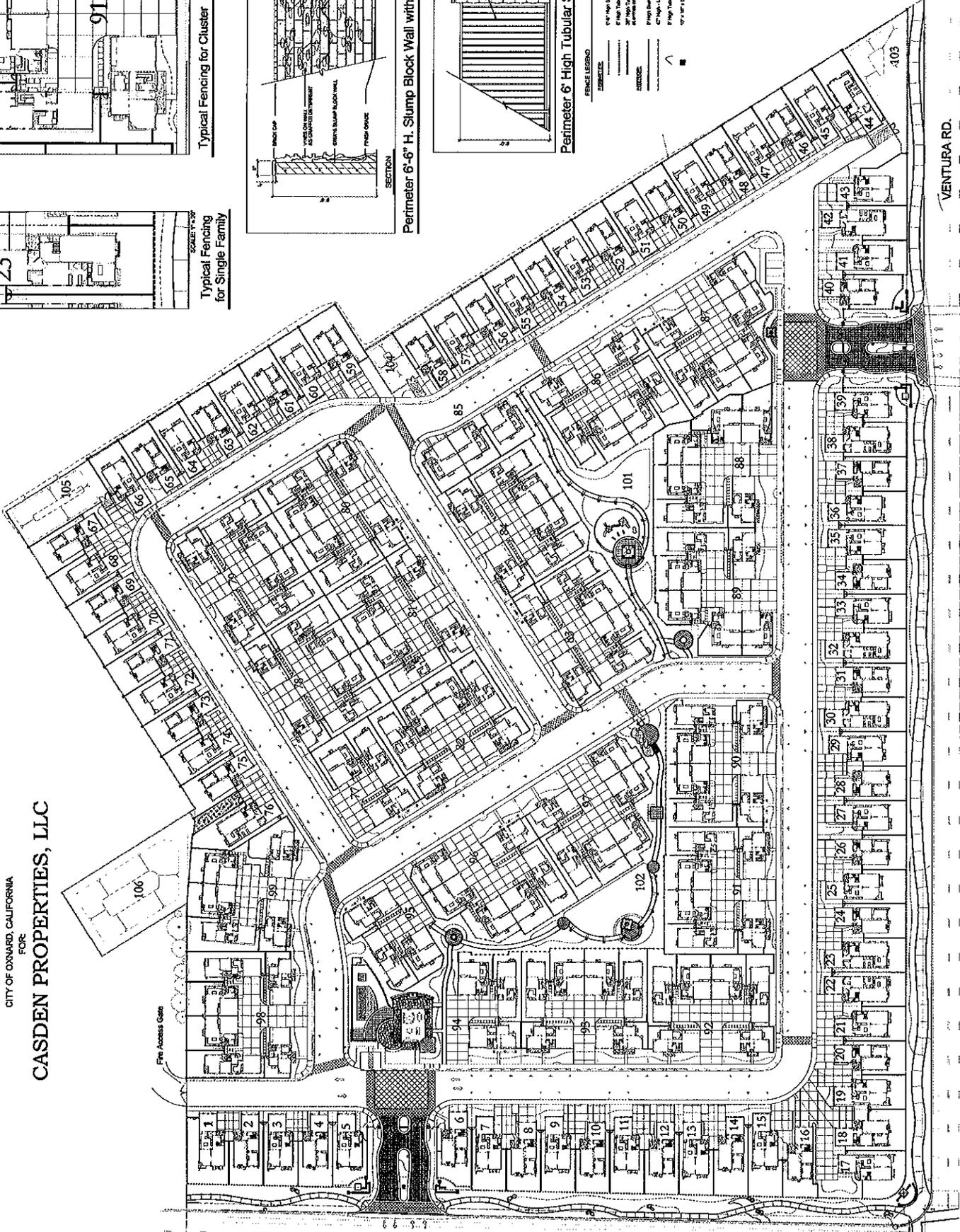
APRIL 15, 2008  
L.A. 2008

SCALE: 1" = 40'

NORTH

L-9

L.A. GROUP  
Landscape Architecture  
2110 Colorado St., Suite 200  
Woodland Hills, CA 91367  
818.709.1815/1815.5199  
www.la-group.com



VINEYARD AVE

VENTURA RD.



**ATTACHMENT D.**

**Draft Development Agreement**

RECORDING REQUESTED BY:  
City of Oxnard

WHEN RECORDED, MAIL TO:  
City of Oxnard  
305 West Third Street  
Oxnard, California 93030  
Attn: City Manager

RECORDING FEES EXEMPT DUE TO  
GOVERNMENT CODE SECTION 27383

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(Space Above Line For Recorder's Use Only)

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "*Agreement*") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Oxnard, a municipal corporation of the State of California (the "*City*"), **Casden Oxnard LLC**, a Delaware limited liability company ("*Casden Oxnard*"), and **Casden Oxnard Vineyard Avenue LLC**, a Delaware limited liability company ("*Casden Oxnard Vineyard Avenue*"). Casden Oxnard and Casden Oxnard Vineyard Avenue are hereinafter referred to individually and collectively as "*Developer*." City, Casden Oxnard and Casden Oxnard Vineyard Avenue are from time to time hereinafter referred to individually as a "*Party*" and collectively as the "*Parties*."

The Parties hereby agree as follows:

#### **Section 1. Recitals.**

This Agreement is predicated upon the following facts which are incorporated into and made a part of this Agreement:

**1.1 Authorization.** The City is authorized pursuant to Government Code sections 65864 through 65869.5 (the "*Development Agreement Statute*") and City Council Resolution No. 10,448 (the "*Development Agreement Resolution*") to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property in order to strengthen the public planning process, encourage private participation in comprehensive planning, and establish certainty in the development process. This Agreement has been processed, considered, approved and executed in accordance with the Development Agreement Statute and the Development Agreement Resolution. In the event of any conflict or inconsistency between the terms of this Agreement and the Development Agreement Resolution, the terms of this Agreement shall control.

**1.2 Project Site.** Casden Oxnard owns certain real property consisting of approximately nine and fifty-five hundredths (9.55) acres located in the City, more particularly described in Exhibit A, attached hereto and incorporated in full herein by this reference (the "*Townhomes Site*"). Casden Oxnard and Casden Oxnard Vineyard Avenue together own certain

real property consisting of approximately twenty five and thirty-eight hundredths (25.38) acres located in the City, more particularly described in Exhibit B, attached hereto and incorporated in full herein by this reference (the "Vineyard and Ventura Site"). The real property described in Exhibit A and Exhibit B, collectively, comprise approximately thirty four and ninety three hundredths (34.93) acres and are referred to collectively herein as the "**Project Site.**" This Agreement applies to and governs the development of the Project Site.

**1.3 Project.** Developer seeks to develop 143 townhome-style units on the Townhomes Site and 76 single-family detached and 125 single-family cluster home units on the Vineyard and Ventura Site (the "**Project**").

**1.4 Existing Approvals.** As part of the proposed plan of development for the Project Site, Developer has applied for, and the City has certified and approved as applicable, certain environmental documents and land use approvals and entitlements relating to the development of the Project Site, including, without limitation, the following (collectively, "**Existing Approvals**"):

(a) On [date], pursuant to the California Environmental Quality Act and the State Guidelines, the City Council of the City ("**City Council**"), by Resolution No. [X], certified a final environmental impact report identified as EIR No. [X], State Clearing House No. 2007071087, for the subject 2020 General Plan ("**General Plan**") amendments, Northwest Community Specific Plan ("**Specific Plan**") amendments, Tentative Map Nos. 5765 and 5672, special use permits, zone changes and this Agreement.

(b) On [date], the Planning Commission by Resolution Nos. [X], recommended to the City Council, certification of the final impact report and approval of the General Plan amendments, the Specific Plan amendments, special use permits, and zone changes.

(c) On [date], the City Council by Resolution Nos. [X], adopted the General Plan amendments.

(d) On [date], the City Council, by Resolution Nos. [X], adopted the Specific Plan amendments.

(e) On [date], the City Council, by Resolution Nos. [X], adopted the special use permits.

(f) On [date], the City Council adopted Ordinance Nos. [X] approving the zone changes which zoned the Townhomes Site as R-3-PD and Vineyard and Ventura Site as R-2-PD, as shown on the maps labeled Zone Change No. [X] and Zone Change No. [X] on file with the City Clerk.

(g) On [date], the Planning Commission, by Resolution Nos. [X], recommended approval of Tentative Map Nos. 5765 and 5672 for the Project Site (the "**Tentative Maps**").

(h) On [date], the City Council, by Resolution Nos. [X], approved the Tentative Maps.

**1.5 Intent of Parties.** Developer and the City have determined that the development of the Project Site in accordance with the Project Approvals (as defined in this Section 1.5 below) and Applicable Law (as defined in Section 4.1 below) is a development project for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project Site, ensure the maximum effective utilization of resources within the City at the least economic cost to its residents, and otherwise achieve the goals and purposes of the Development Agreement Statute and the Development Agreement Resolution. In exchange for these benefits, the City agrees to provide Developer with the assurance that Developer may proceed with development of the Project Site in accordance with and subject to the terms and conditions imposed by the Existing Approvals, Subsequent Approvals (as defined below), and this Agreement (collectively, the “*Project Approvals*”).

**1.6 Public Hearings.** On [date], the Planning Commission, after providing public notice as required by law, held a public hearing on Developer’s application for approval of this Agreement. The City Council, after providing public notice as required by law, held public hearings on this Agreement on [date].

**1.7 City Council Actions.** On [date], the City Council conducted the first reading of Ordinance No. \_\_\_\_\_ (the “*Approval Date*”). On [date], the City Council: (a) made findings that the provisions of this Agreement are consistent with the General Plan and the Specific Plan; and (b) adopted Ordinance No. \_\_\_\_\_ approving and authorizing the execution of this Agreement.

**Section 2. Term.** This Agreement shall expire on the thirtieth (30<sup>th</sup>) anniversary of the Approval Date (the “*Term*”). However, the City and Developer may agree to extend the Term of this Agreement. The expiration of this Agreement shall not affect the rights of Developer under the Existing Approvals and Subsequent Approvals.

**Section 3. Definitions.** The following terms shall have the meanings set forth for such terms in the section listed below:

<u>Term</u>	<u>Section</u>
“ <i>Agreement</i> ”	Introduction
“ <i>Applicable Fees</i> ”	Section 4.5
“ <i>Applicable Law</i> ”	Section 4.1
“ <i>Approval Date</i> ”	Section 1.7
“ <i>Assignment and Assumption Agreement</i> ”	Section 11.1(b)
“ <i>City</i> ”	Introduction
“ <i>City Council</i> ”	Section 1.4(b)
“ <i>Casden Oxnard</i> ”	Introduction
“ <i>Casden Oxnard Vineyard Avenue</i> ”	Introduction
“ <i>Developer</i> ”	Introduction
“ <i>Development Agreement Resolution</i> ”	Section 1.1
“ <i>Development Agreement Statute</i> ”	Section 1.1

<i>“Excess Improvements”</i>	Section 5.5(f)
<i>“Existing Approvals”</i>	Section 1.4
<i>“Foreclosure”</i>	Section 12.2
<i>“General Plan”</i>	Section 1.4(a)
<i>“Grading Plan”</i>	Section 5.7
<i>“Lender”</i>	Section 12.1
<i>“Mortgages”</i>	Section 12.1
<i>“Party/Parties”</i>	Introduction
<i>“Planning Commission”</i>	Section 1.4(a)
<i>“Project”</i>	Section 1.3
<i>“Project Approvals”</i>	Section 1.5
<i>“Project Site”</i>	Section 1.2
<i>“Public Benefits”</i>	Section 5.5
<i>“Specific Plan”</i>	Section 1.4(a)
<i>“Subsequent Approvals”</i>	Section 6
<i>“Tentative Maps”</i>	Section 1.3(f)
<i>“Term”</i>	Section 2
<i>“Transfer”</i>	Section 11.1
<i>“Transfer Agreement”</i>	Section 11.2
<i>“Transfer Date”</i>	Section 11.1(c)
<i>“Transferee”</i>	Section 11.1
<i>“Transferred Property”</i>	Section 11.1
<i>“Transferring Party”</i>	Section 11.1

**Section 4. Vested Right to Develop.** This Agreement binds the City to the terms of this Agreement and limits, to the degree specified in this Agreement and under State law, the City’s ability to regulate development of the Project and the Project Site during the Term.

**4.1 Applicable Law.** The Parties hereby agree that, for the term of this Agreement, the rules, regulations, ordinances, resolutions, codes, guidelines and officially adopted procedures and official policies of the City, governing permitted uses, governing density, and governing design, improvement and construction guidelines, standards and specifications applicable to development of the Project on the Project Site, shall be those rules, regulations, ordinances, resolutions, codes, guidelines and officially adopted procedures and officially adopted policies in force as of the Approval Date (collectively, the *“Applicable Law”*). Any change in, or addition to, the Applicable Law, including, without limitation, any such change in the zoning regulations or General Plan of the City (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted or becoming effective after the Approval Date, including any such change or addition by means of ordinance, resolution, initiative, referendum, motion, policy adoption, order, moratorium or otherwise, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, shall not be applicable to or binding upon Developer, the Project, or the Project Site unless Developer has agreed in writing to the change in the Applicable Law. The Parties agree that the Project Approvals, once effective, shall be considered part of the Applicable Law. However, nothing in this section or in this Agreement shall limit the City’s ability to adopt and apply to the Project new improvement and construction standards in accordance with Health and Safety Code

sections 17922 et seq. or local amendments of the uniform codes discussed in Health and Safety Code section 17922. Applicable Law shall apply to any application for a building permit submitted prior to the expiration of the Term of this Agreement.

**4.2 Vested Right to Develop.** Developer shall have the vested right to develop the Project in accordance with Applicable Law and this Agreement so long as such development is consistent with the Project Approvals, and all conditions and requirements that are made a part of the Project Approvals. To enable Developer to complete the Project, the Developer's vested right to develop the Project in accordance with Applicable Law and this Agreement shall include the rights to (1) develop the maximum amount of residential development and appurtenant facilities permitted by the Applicable Law and this Agreement, (2) the timely issuance by the City of all Subsequent Approvals (as defined in Section 6 below), and (3) the timely taking by the City of such other actions that are (i) requested by the Developer and (ii) consistent with the terms of this Agreement.

**4.3 Permitted Uses.** The permitted uses; density and intensity of use; maximum height and size of proposed residences, buildings, and other structures; provisions for reservation or dedication of land; and other terms and conditions of development applicable to the Project shall be as set forth in the Project Approvals. To the extent the Existing Approvals and this Agreement do not provide standards for development of the Project, the Applicable Law and the Subsequent Approvals shall govern and provide such standards.

**4.4 No Conflicting Enactments.** The City shall not apply to the Project or Project Site any additional condition, requirement, or restriction of any nature which is not included within the Project Approvals, whether by (i) specific reference to the development of the Project or the Project Site, or (ii) a general enactment applicable to the Project or Project Site. This limitation applies to any action of the City, including those (i) of the Planning Commission, the City Council, City staff, the electorate, or otherwise, and (ii) adopted or implemented by ordinance, resolution, policy, initiative, referendum, motion, order, moratorium or otherwise which would directly or indirectly:

(a) Limit or reduce the permitted density or intensity of the Project or Project Site, or otherwise require any reduction in the height, number, size or square footage of lots, structures or buildings;

(b) Expand or increase Developer's obligations with respect to the provision of parking spaces, streets, roadways and/or any other public or private improvements, structures or dedications of land;

(c) Limit or control the timing or phasing of the construction or development of the Project or Project Site; or

(d) Limit the location of buildings, structures, grading or other improvements relating to the development of the Project or Project Site in a manner which is inconsistent with or more restrictive than the Applicable Law.

**4.5 Development, Impact, Processing, and Other Fees.** For the duration of this Agreement, only those rates, fees and fee programs set forth within the Applicable Law and

uniformly applied to all development projects within the City as of the Approval Date may be charged to the Developer, Project, or Project Site (the "**Applicable Fees**"). The Applicable Fees shall be limited to the following: Growth Requirement Capital Fees, Planned Drainage Facilities Fees, Planned Water Facilities Fees, Environmental Mitigation Monitoring Fees, Pro-rata cost of attorneys' fees incurred in connection with preparing language for Environmental Impact Reports dealing with green house gases and water supply, Sewer Connection Fees, Sewer Conveyance Fees, Traffic Impact Fees, Wastewater Treatment Fees, and Water System Connection Fees. Additionally, any new fees enacted by the City Council which take effect after the Approval Date which are similar to the Applicable Fees in that such new fees offset or reimburse the City for the increased costs on the City's public improvements due to development, shall not be applied to the Project, the Project Site or the Developer as the owner/developer of the Project for the duration of this Agreement. However, nothing in this Section 4.5 shall limit the City Council's power to levy or increase fees which reimburse the City for the cost of processing development applications or reimburse the City for the cost of building inspection or plan checking, or which reimburse the City for fees the City has collected on behalf of non-City Agencies provided that those fees are applied consistently and proportionately to all development projects within the City in accordance with Applicable Law.

**4.6 Conflict of City and State or Federal Laws.** In accordance with the Development Agreement Statute, the Project or Project Site may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations or mandate the adoption of local regulations that conflict with the Applicable Law, and prevent or preclude compliance with one or more provisions of this Agreement. Upon discovery of such a subsequently enacted federal or state law, City or Developer shall provide the other Party with written notice, a copy of the state or federal law or regulation, and a written explanation of the legal or regulatory conflict created. Within ten (10) days thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation. In such negotiations, City and Developer agree to preserve the terms of this Agreement and the rights of the Developer as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Developer in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Developer. Any delays caused by such changes in state or federal law shall toll the Term of this Agreement and the time periods for performance by Developer and City set forth in this Agreement.

## **Section 5. Development of the Project Site.**

**5.1 Permitted Uses.** The Developer agrees that the Project shall be developed in accordance with the Project Approvals and Applicable Law.

**5.2 Development Standards.** All development and design requirements and standards applicable to the Project shall conform to the Project Approvals and Applicable Law.

**5.3 Maximum Height and Size.** The maximum height of any buildings constructed within the Project Site shall not exceed the standards set forth in the Project Approvals and Applicable Law.

**5.4 Density and Intensity of Use.** The maximum number of units permitted within the Project Site shall be as set forth in the Project Approvals and Applicable Law.

**5.5 Public Benefits.** In consideration for Developer's vested right to develop the Project in accordance with Applicable Law, Developer agrees to provide the public benefits listed in this subsection (the "Public Benefits"). In agreeing to provide the Public Benefits, Developer waives any objections it may have to the inclusion of the Public Benefits in the Project Approvals. The Public benefits are:

(a) **Dedication of Land For Public Purposes.** Prior to the issuance of the first permanent certificate of occupancy on the Vineyard and Ventura Site, the Developer shall widen and dedicate sufficient land along Vineyard Avenue and Ventura Road along the frontage of the Vineyard and Ventura Site necessary to meet the specifications for master plan street sections in the General Plan and in accordance with the Specific Plan standard, as approved by the City of Oxnard Development Advisory Committee and depicted on the Engineering Site Plans for Tentative Map No. 5672, dated April 15, 2008. Prior to the issuance of the first permanent certificate of occupancy on the Townhomes Site, the Developer shall widen and dedicate sufficient land along Ventura Road along the frontage of the Townhomes Site necessary to meet the specifications for master plan street sections in the General Plan and in accordance with the Specific Plan standard, as approved by the City of Oxnard Development Advisory Committee and depicted on the Engineering Site Plans for Tentative Map No. 5765, dated July 8, 2008.

(b) **Landscaped Bicycle and Pedestrian Facilities.** Prior to the issuance of the first permanent certificate of occupancy on the Vineyard and Ventura Site, Developer shall construct at its expense approximately one and thirty-two hundredths (1.32) acres of landscaped bicycle and pedestrian facilities along the perimeter of the Vineyard and Ventura Site, adjacent to Vineyard Avenue and Ventura Road, which are identified as "Landscaped Bicycle & Pedestrian Parkway" on Exhibit C attached hereto. Prior to the issuance of the first permanent certificate of occupancy on the Townhomes Site, Developer shall construct at its expense approximately forty-eight hundredths (.48) acres of landscaped bicycle and pedestrian facilities along the perimeter of the Townhomes Site, adjacent to Ventura Road, which are identified as "Landscaped Bicycle & Pedestrian Parkway" on Exhibit D attached hereto. Developer agrees that the landscaped bicycle and pedestrian facilities required by this Section 5.5(b) shall be open to the public, not just residents within the Project Site.

(c) **Linear Parkway/Access Road.** Prior to the issuance of the first permanent certificate of occupancy on the Townhomes Site, Developer shall construct at its expense an approximately 1.28 acre linear parkway/access road along the northern and western perimeter of the Townhomes Site, which is identified as "Linear Parkway/Access Road On-Site" and "Linear Parkway/Access Road Off-Site" on Exhibit D attached hereto. Developer agrees that the linear parkway/access road required by this Section 5.5(c) shall be open to the public, not just residents within the Project Site. Following completion of construction of the linear parkway/access road, Developer shall dedicate to the City, subject to any and all relevant easements, approximately .71 acres of the linear parkway/access road, which is identified on Exhibit D as "Linear Parkway/Access Road On-Site."

(d) **Remediation of Land Fill Contamination on Townhomes Site.**

Pursuant to the terms set forth in the Purchase and Sale Agreement and Escrow Instructions between Casden Oxnard LLC and the City of Oxnard ("Purchase and Sale Agreement"), entered into November 28, 2006, attached hereto as Exhibit E and incorporated in full herein by this reference, Casden Oxnard LLC intends to remediate environmental impairments existing on the Townhomes Site in order to place the Townhomes Site in a condition fit for residential purposes. Notwithstanding the foregoing, City covenants and agrees that if Developer for any reason does not construct residential units on the Townhomes Site, neither Casden Oxnard nor Casden Oxnard Vineyard Avenue shall be obligated to remediate any environmental impairments existing on the Townhomes Site.

(e) **Affordable Housing Fees.**

In satisfaction of the affordable housing obligations applicable to development of the Project, Developer will contribute to the City's affordable housing fund as provided in the City's Affordable Housing Ordinance No. 2721, which amount is equal to the rate in effect as of the Approval Date. In recognition of Developer's contribution to the City's affordable housing fund, the City agrees that such contribution shall be deemed complete satisfaction of all affordable housing obligations applicable to the Project during the duration of this Agreement. The City further agrees that, notwithstanding the City's Affordable Housing Ordinance to the contrary, the affordable housing fee for the Project shall be due at issuance of each building permit for each residential unit in the Project.

(f) **Reimbursement for Sewer and Water Conveyance System Improvements.**

The Developer shall construct, install, repair, and/or upgrade, certain sewer and water transmission facilities as a benefit to other future developments in the City, which are greater in scope than the Project's proportional share of those sewer and water transmission facilities and improvements (collectively, "*Excess Improvements*"). The City agrees that the Excess Improvements are required for supplemental capacity and Developer shall receive credits in lieu of the payment of facilities fees and/or reimbursement as provided in City Resolution No. 10,272. The City further agrees that, notwithstanding City Resolution No. 10,272, the City shall reimburse Developer within sixty (60) days of Developer's submittal of documentation identifying costs for the Excess Improvements.

(g) **In-Lieu Park Fees.**

The Developer shall dedicate land and/or pay in lieu park fees applicable to development of the property identified by Ventura County Assessor Parcel Numbers 179-0-040-170 and 179-0-040-180 (the "*Obligated Property*"). With respect to the Obligated Property, the City covenants and agrees that (i) Developer's dedication of approximately .71 acres of the linear parkway/access road as provided in Section 5.5(c) of this Agreement shall contribute towards the amount of land dedication and/or in lieu park fees required in accordance with the formula provided in Sections 15-98 through 15-100 of the Oxnard Municipal Code, and (ii) Developer may pay a park fee in lieu of the remaining land required to be dedicated, and that such in lieu park fee shall be offset by the actual cost of improvements Developer expends on the dedicated land. The dedications, park improvements and other public benefits provided under this Agreement shall be deemed to fully satisfy all land dedication and in lieu fee requirements for the contribution of park sites that may otherwise be applicable to development of the property identified by Ventura County Assessor Parcel

Numbers 179-0-040-585, 179-0-040-625 and 179-0-070-265 pursuant to Division 2, Article IV, Chapter 15 of the Oxnard Municipal Code and state law.

(h) **Golf Course Development Fee.** The Developer shall contribute a golf course development fee in the amount of \$14,367 for each residential unit constructed on property identified by Ventura County Assessor Parcel Numbers 179-0-040-170 and 179-0-040-180, to be paid at the issuance of each building permit for each residential unit. The City agrees that such contribution shall be deemed complete satisfaction of all golf course development fees or any similar fee obligations applicable to the Project or Project Site during the duration of this Agreement.

**5.6 Landscape Maintenance.** Upon completion of the landscape bicycle and pedestrian facilities along Vineyard Avenue and Ventura Roads under Section 5.5(b) above and the Linear Parkway/Access Road under Section 5.5(c) above, the City shall seek to form an assessment district to fund the cost of maintenance of such landscape improvements. Alternatively, if the City does not deem the formation of such an assessment district to be appropriate or necessary, City shall have the right to direct Developer to form a homeowners' or property owners' association for the Project Site to fund the cost of maintenance of the landscape improvements. The agreement to form an assessment district or homeowners' or property owners' association shall be in the form of Exhibit F, attached hereto and incorporated in full herein by this reference.

**5.7 Rough Grading Prior to Recordation of the Final Maps.** Subject to (a) the City's receipt, review and approval of a grading plan (the "**Grading Plan**"), geotechnical report and engineering geologic report for the applicable portion of the Project Site, (b) the Developer's satisfaction of the City's bonding requirements and (c) the Developer's satisfaction of the City's requirements for the issuance of a grading permit with respect to such Grading Plan, the City agrees to promptly review the reports and the Grading Plan when submitted and issue a grading permit with respect to the Grading Plan, subject to the Grading Plan's compliance with all Applicable Law. The City agrees that the Grading Plan will be promptly reviewed by the City, that a grading permit with respect to the Grading Plan may be issued and that the Developer may grade the Project Site in accordance with the approved Grading Plan without the Developer first recording a final map associated with the Tentative Maps in the Official Records of Ventura County. Notwithstanding the foregoing, not more than one building permit shall issue prior to the recordation of the final maps associated with the Tentative Maps.

**5.8 Access for Public Improvements.** City shall cooperate with Developer in coordinating all onsite and offsite public facility improvements, including, but not limited to, roads, sewers, and other infrastructure, constructed or enhanced under this Agreement or in connection with the development of the Project Site. All requirements for such improvements contained in this Agreement, the Specific Plan, and/or the General Plan shall be implemented only by including those requirements as conditions of approval to the applicable tract maps for the Project. Those conditions shall then be governed by the provisions of the California Subdivision Map Act, including Government Code Section 66462.5. The waiver of any condition pursuant to Section 66462.5 or any other applicable provision of the Subdivision Map Act shall also constitute the waiver of the Developer's corresponding obligation under this Agreement.

(a) **Access Road to Townhomes Site.** City covenants and agrees to grant to Developer, prior to the issuance of a grading permit for the Townhomes Site, an easement across and upon that certain City-owned property located at the western edge of the Townhomes Site identified as "Linear Parkway/Access Road Off-Site" in Exhibit D attached hereto to allow Developer to (i) construct at its expense an access road to the Townhomes Site, (ii) utilize said property as an access road intended primarily for emergency fire access serving the Townhomes Site, and (iii) provide public access consistent with its use as a part of the Linear Parkway/Access Road identified in Section 5.5(c).

(b) **Energy Plant.** City covenants it will realign access to the Covanta Energy Plant, as more particularly depicted on Exhibit G attached hereto. Except for in cases of an emergency involving a serious threat to public health and safety, vehicles exceeding two axles and 7500 pounds gross vehicle weight shall be limited to using the access road to the Covanta Energy Plant only during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday.

(c) **Storm Drain Easements.** City acknowledges Developer's continuing right to utilize the existing storm drain easements and its general riparian rights which result in water run off on the City golf course. City will submit easements and other information to the Regional Water Control Board and the California Water Management Board for their respective information.

**5.9 Approval of California Regional Water Quality Control Board.** With Developer's assistance and cooperation, the City shall obtain all necessary permits and approvals of the California Regional Water Quality Control Board, including without limitation revocation of Regional Board Order No. R4-2002-0191 to the extent applicable to the Townhomes Site or otherwise modified or excluded in a manner acceptable to Developer, to reasonably permit development of the Project Site and to forever exclude without limitation the Townhomes Site from consideration as a part of the Santa Clara Landfill.

**5.10 Construction Phasing and Sequencing.** Developer shall have no obligation to develop the Project, may develop the Project in its sole discretion in accordance with Developer's time schedule (as such schedule may exist from time to time) and may determine in its sole discretion which part of the Project to develop first and thereafter. Notwithstanding the previous sentence, the Developer may determine in its sole discretion when to record the first final map for any portion of the Project Site. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the 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 specific intent of the Parties to provide for the timing of development of the Projects in this Agreement. To do so, the Parties acknowledge and provide that the Developer shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as the Developer deems appropriate in its sole subjective business judgment. It also is the intent of the Parties that under Section 4 above any initiative which would restrict the timing or phasing of development of some or all of the Project will not apply to the Project or any portion of the Project Site.

**Section 6. Subsequent Approvals.** The Parties expressly intend to cooperate and diligently work to implement all applications, plans, maps, agreements, documents, and other instruments or entitlements necessary or appropriate for the completion of the development of the Project, including without limitation rezoning, subdivision, design review approvals, remediation plan approvals, clean closure approvals, site plan approvals, improvement agreements and other agreements, use permits, grading permits, dirt stockpile permits, encroachment permits, building permits, lot line adjustments, sewer and water connection permits, zoning approvals, boundary adjustments, subdivision maps (including tentative, vesting tentative, parcel, vesting parcel, and final subdivision maps), preliminary and final development plans, landscaping plans, certificates of compliance, resubdivisions, and modifications to the Existing Approvals (collectively, "**Subsequent Approvals**"). Without limiting the generality of the foregoing, Developer may apply for multiple planned development permits and subdivision maps in connection with the development of the Project.

**6.1 Expeditious Processing.** The City agrees not to unreasonably withhold, condition or delay any Subsequent Approvals. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently:

(i) Schedule and convene all required public hearings in an expeditious manner consistent with the law.

(ii) Process all Subsequent Approvals in an expeditious manner.

**6.2 Incorporating Vested Project Approvals.** Upon approval of any of the Subsequent Approvals, as they may be amended from time to time, such Subsequent Approvals shall become part of the Project Approvals, and Developer shall have a "vested right," as that term is defined under California law, in and to such Subsequent Approvals by virtue of this Agreement.

**6.3 Decisions of Development Services Director.** Any decision of the Development Services Director or any other staff-level decision with respect to Subsequent Approvals shall be in writing and may be appealed directly to the City Council by the Developer within ten (10) days after the written determination of the Development Services Director.

**Section 7. Life of Project Approvals**

**7.1 Life of Project Approvals.** The term of any subdivision map or other permit approved as part of the Project Approvals shall automatically be extended to the term of this Agreement as provided under the applicable provisions of Government Code section 66452.6(a) or Government Code section 65863.9, unless a longer term would result under otherwise applicable State law or, in the absence of such State law, the term given such approval under local law.

**Section 8. Public Services.** In connection with the Tentative Maps, Developer has provided the City with all necessary studies required for the City to make a determination as to the availability of public facilities, utilities and services which are necessary for the Project. The City hereby acknowledges and agrees that when Developer completes the public improvements

called for by the Tentative Maps for a specific utility or public infrastructure element in question, the City has and will have sufficient capacity in its existing infrastructure, services and utility systems, for traffic circulation, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City's control, water supply, treatment, distribution and service, and drainage, except for that portion governed by the County of Ventura, to accommodate the Project as provided in this Agreement. To the extent the City renders such services or provides such utilities, the City hereby agrees that it will grant or issue hookups or service to the Project.

**8.1 Other Governmental Permits and Fees.** The City shall cooperate with Developer's efforts to obtain such other permits and approvals as may be required by other governmental or quasi-governmental agencies (including, without limitation, districts and special districts providing flood control, sewer and fire protection, agencies concerning investigation and remediation of hazardous substances and waste such as the Regional Water Quality Control Board and Integrated Waste Management Board) having jurisdiction over the Project in connection with the development of, or provision of services to, the Project Site, and shall, from time to time at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity necessary to assure the availability of such permits and approvals or services, provided such agreements are reasonable. The City shall use its best efforts to work with other governmental and quasi-governmental agencies so as to limit to the maximum extent possible the imposition of additional fees, dedications or exactions by or through such agencies.

**Section 9. Annual Review.** Once every twelve months during the term of this Agreement, the City shall review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be conducted in accordance with Government Code section 65865.1 and the Development Agreement Resolution. The City shall deliver to Developer a copy of all public staff reports, documents and related exhibits concerning the City's review of Developer's performance hereunder prior to any such periodic review. Developer shall have the opportunity to respond to the City's evaluation of Developer's performance, either orally or in a written statement, at Developer's election.

**9.1 Cooperation in the Event of Legal Challenge.** In the event of any legal or equitable action or other proceeding instituted by any person or entity, other governmental entity or official challenging the validity of this Agreement or any provision of this Agreement, the Parties shall cooperate in defending said action or proceeding, using legal counsel selected by Developer, subject to the City Council's reasonable approval, at Developer's sole cost and expense.

**Section 10. Amendment.**

**10.1 Amendment or Cancellation of Agreement.** This Agreement may be amended from time to time by the mutual consent of the Parties hereto but only in the same manner as its adoption by an ordinance as set forth in the Development Agreement Statute. The term "**Agreement**" used herein shall include any such amendment properly approved and executed.

Any amendment of the Project Approvals pursuant to Section 10.2 of this Agreement shall not require an amendment to this Agreement. For purposes of this Agreement, the

resubdivision of the Project Site or the filing of an amended subdivision map which creates new legal lots (including the creation of new lots within any designated remainder parcel) or which reflects a merger of lots, shall not require an amendment to this Agreement. Those Subsequent Approvals which are consistent with the General Plan and Specific Plan also shall not require an amendment to this Agreement.

This Agreement may be canceled and terminated at any time by mutual consent in writing of all Parties.

**10.2 Amendment of Project Approvals.** Upon the written request of Developer for a minor amendment or modification to the Project Approvals including, but not limited to: (a) the location of buildings, streets and roadways and other physical facilities; or (b) the configuration of the parcels, lots or development areas, the Development Services Director shall determine whether the requested amendment or modification is consistent with this Agreement and the Applicable Law. For purposes of this Agreement, the determination of whether such amendment or modification is minor shall be made by reference to whether the amendment or modification is minor in the context of the overall Project. If the proposed amendment is both minor and consistent with this Agreement and the Applicable Law, the determination by the Development Services Director shall be administrative in nature and the proposed amendment may be approved without notice and public hearing.

#### **Section 11. Assignment.**

**11.1 Developer's Right to Assign.** The Developer (a "*Transferring Party*") shall have the right to sell, lease, assign, hypothecate or otherwise transfer (a "*Transfer*") all or any portion of the Project Site (the "*Transferred Property*") owned by such Transferring Party, and to assign part or all of its rights, title and interest in and to this Agreement, to one or more persons or entities (a "*Transferee*") at any time and from time to time during the Term of this Agreement, subject to the following terms and conditions:

(a) Transferring Party's rights and obligations under this Agreement may be transferred only in conjunction with the Transfer of the portion of the Transferred Property to which the rights and obligations apply;

(b) Transferring Party shall give written notice to the City upon the closing or other completion of a Transfer, and shall concurrently deliver to the City a fully executed Assignment and Assumption Agreement between Transferring Party and the Transferee pursuant to which Developer shall assign and delegate to the Transferee, and the Transferee shall accept, assume and agree to perform all of the rights and obligations of Transferring Party under this Agreement that are allocable to the Transferred Property (the "*Assignment and Assumption Agreement*"); and

(c) Except as otherwise provided in Section 11.2 below, upon recordation of the deed conveying title to the Transferred Property to the Transferee and delivery to the City of the fully executed Assignment and Assumption Agreement (the date of delivery to be the "*Transfer Date*"), the Transferee shall succeed to all of Transferring Party's rights under this Agreement which relate to the Transferred Property (including without limitation the right to

Transfer), and to all of Transferring Party's obligations which relate to the Transferred Property, and the Transferring Party shall have no further obligations under this Agreement with respect to the applicable Transferred Property, except for any such obligations that accrued prior to the Transfer Date.

**11.2 Transfer of Obligations.** Notwithstanding Section 11.1 above, if a Transferring Party so elects in its sole discretion, the Transferring Party may enter into a separate agreement with a Transferee (a "**Transfer Agreement**") concerning the allocation of rights and obligations between the Transferring Party and its Transferee with respect to the Transferred Property. Without limiting the foregoing, a Transfer Agreement may contain provisions: (a) assigning to the Transferee any obligations that otherwise would not relate to the Transferred Property (provided the Transferee expressly assumes all such obligations); (b) releasing the Transferee from any obligations that otherwise could relate to the Transferred Property; (c) reserving to the Transferring Party certain rights that relate to the Transferred Property and otherwise would be assigned in the Assignment and Assumption Agreement; (d) assigning to the Transferee any of the Transferring Party's other rights hereunder; and (e) defining and describing the extent to which the Transferee will be deemed to be a "Developer" hereunder. To the extent a Transfer Agreement reserves obligations to the Transferring Party that otherwise would be allocable to the Transferred Property, the Transferee shall have no liability with respect to such reserved obligations and the Transferring Party shall remain liable with respect thereto. To the extent a Transfer Agreement delegates obligations to a Transferee that otherwise would not be allocable to the Transferred Property, the Transferee shall be liable for the performance of such delegated obligations on and after the Transfer Date and the Transferring Party shall have no further liability with respect thereto. Such Transfer Agreement shall not be binding upon or amend the City's rights or obligations under this Agreement unless the City agrees to such assignment of rights and obligations in writing. The City's agreement shall not be unreasonably withheld.

**11.3 Non-Assuming Transferees.** The burdens, obligations, and duties of Transferring Party under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor the City's consent shall be required in connection with, any single residential parcel conveyed to a purchaser. The Transferee in such a transaction and its successors shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term.

**11.4 Liability for Default.** No Transferee shall be liable for the default of any other Party or Transferee under this Agreement, and no Party shall be liable for the default under this Agreement of any other Party or Transferee. The default under this Agreement by any Party or its Transferee shall not entitle the City to modify or terminate this Agreement, or otherwise affect any rights hereunder, with respect to any portion of the Project Site other than that portion that is owned or leased by the Party in default.

**11.5 Covenants Run with the Land; Binding Effect.** Subject to the terms, conditions and exceptions set forth in this Section 11 and elsewhere in this Agreement, this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns (including without limitation all Transferees). This Agreement shall terminate with respect to any other lot, and such lot shall be released and no

longer be subject to this Agreement, without the recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

## **Section 12. Lender Protection.**

**12.1 Developer's Right to Mortgage.** Developer and its respective successors and assigns, shall have the right, at any time and from time to time during the Term of this Agreement, to grant mortgages, deeds of trust, security agreements, assignments and other like security instruments encumbering all or any portion of the Project Site owned by such Party and such Party's rights under this Agreement (collectively, the "*Mortgages*") as security for one or more loans, and the holders of any such Mortgages ( the "*Lender*") shall have the rights and benefits contained in this Section 12.

**12.2 No Impairment of Development Agreement to Mortgage.** No default by Developer (or any Transferee) under this Agreement shall subordinate, invalidate or defeat the lien of any Mortgage. Neither a breach of any obligation secured by any Mortgage or other lien against the mortgaged interest, nor a judicial foreclosure, trustee's sale or acceptance of a deed in lieu of foreclosure (a "*Foreclosure*") under any Mortgage or other lien, shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations, or constitute a default, under this Agreement.

**12.3 Exercise of Lender's Remedies.** In no event shall a Foreclosure or other exercise by a Lender of its pre- or post-Foreclosure rights in connection with a Mortgage require any consent or approval by the City.

**12.4 Lender's Obligations with Respect to the Property.** Notwithstanding anything to the contrary in this Agreement, no Lender shall have any obligations or other liabilities under this Agreement unless and until the Lender acquires title to the portion of the Project Site that was subject to the Mortgage. Without limiting the foregoing, no Lender shall have any obligations or other liabilities under this Agreement solely because it holds a Mortgage, or an interest in any Party or Transferee.

**12.5 Notice and Cure Right.** If a Lender so requests in writing, the City shall deliver a copy of any notice of default or determination of noncompliance to the Lender concurrently with its delivery of any such notice to Developer: A delay or failure by the City to provide the notice required by this Section 12.5 shall not be the basis for any damages claim by the Lender, but shall extend, for the number of days until notice is given, the time allowed to the Lender for cure, and shall delay for the same period of time the exercise by the City of its rights with respect to the event of default or finding of noncompliance that is the subject of the notice. Any Lender shall have the same period as Developer in which to remedy or cause to be remedied any event of default, plus an additional period of: (a) 30 days to cure a monetary event of default; and (b) 60 days (or such longer period as may be reasonably necessary under the circumstances) to cure a non-monetary event of default which is susceptible of cure by the Lender without obtaining title to the applicable property. Upon the curing of any event of default by a Lender, the City's right to declare a default, terminate this Agreement or pursue any other rights or remedies with respect to the cured event of default shall terminate; provided, however, that the City's rights and remedies with regard to any other event of default shall not be affected.

**Section 13. Default, Remedies and Termination.**

**13.1 General Provisions.** In the event of default or breach of this Agreement or of any of its terms or conditions, the Party alleging such default or breach shall give the defaulting Party not less than thirty (30) days notice of default in writing, unless the Parties extend such time by mutual agreement in writing. The time of notice shall be measured from the date actually delivered in accordance with Section 14.2. The notice of default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the Party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist or be deemed to have existed and the noticing Party shall take no further action.

(a) **Option to Institute Legal Proceedings or to Terminate.** After proper notice and expiration of the cure period, the noticing Party, at its option, may institute legal proceedings or give notice of intent to terminate this Agreement pursuant to Government Code section 65868. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council, in the manner set forth in Government Code sections 65867 and 65868, as amended.

(b) **Notice of Termination.** Following consideration of the evidence presented before the City Council, any Party alleging a default by any other Party may, at its option, give written notice of termination of this Agreement to the other Parties by certified mail. Written notice of termination of this Agreement shall be effective immediately upon delivery to the defaulting Party and the other Parties.

(c) **Waiver.** Failure or delay in giving notice of default pursuant to this Section 13 shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of such rights or remedies or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**13.2 Enforced Delay; Extension of Time of Performance.** Notwithstanding anything to the contrary contained herein, no Party shall be deemed to be in default where delays in performance or failures to perform are due to wars, insurrections, acts of terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting State or federal laws or regulations, new or supplemental environmental regulations, or other similar reasons for excused performance which are not within the reasonable control of the Party to be excused. At the request of any Party, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

**13.3 Remedies.** In the event of a material default, either Party may institute a legal action to cure, correct or remedy the default, enforce any obligation, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance or obtain any other remedy consistent with this Agreement. Except as otherwise provided in the following sentence, in no event shall any Party be entitled to recover monetary damages from any other Party arising out of a default under this Agreement, the Parties agreeing that declaratory and injunctive relief, mandate and specific performance shall be the Parties' exclusive judicial remedies for a breach of this Agreement. Nothing in this section shall be deemed to limit any Party's rights under the Tort Claims Act. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement shall be deemed a final agency action. In no event may the City modify this Agreement as a result of an event of default by Developer without Developer's consent.

**Section 14. Miscellaneous.**

**14.1 Developer's Obligations; Construction.** Notwithstanding anything elsewhere in this Agreement to the contrary, although the term "Developer" is used singly or collectively herein to refer to one or more Developers, this Agreement does not impose joint liability on any of the Developer parties, and any presumptions contained in Civil Code sections 1659 and 1660 shall not apply to this Agreement. Without limiting the generality of the foregoing: (a) each of Casden Oxnard and Casden Oxnard Vineyard Avenue and their respective successors and assigns shall be singly and severally liable solely for the performance of its own obligations under this Agreement with respect to its particular portion of the Project Site only; (b) no Developer party shall have any liability to the City for any other Developer party's acts, omissions or performance of its respective obligations under this Agreement; (c) a default by one Developer party shall not be deemed a default on the part of any other Developer party; (d) in the event of a default by one Developer party, this Agreement shall not be terminated, nor any of the Project Approvals otherwise affected, with respect to any Developer party or portion of the Project Site except for the Developer party who is in default and the portion of the Project Site owned by such Developer party; and (e) Developer parties who are not in default shall have no liability, including without limitation any liability for any attorneys' fees, costs or other expenses, arising in connection with the City's enforcement of this Agreement against any Developer party who is in default.

**14.2 Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person, sent by certified mail, postage prepaid or sent by a nationally recognized overnight courier that provides documentation of delivery.

**Notices to City shall be addressed as follows:**

City of Oxnard  
300 West Third Street  
Oxnard, CA 93030  
Attn: City Manager

**With a copy to:**

City of Oxnard  
300 West Third Street  
Oxnard, CA 93030  
Attn: City Attorney

**Notices to Developer shall be addressed as follows:**

Casden Oxnard LLC  
9090 Wilshire Boulevard, Third Floor  
Beverly Hills, CA 30211  
Attn: Andrew J. Starrels, Esq.

Casden Oxnard Vineyard Avenue LLC  
9090 Wilshire Boulevard, Third Floor  
Beverly Hills, CA 30211  
Attn: Andrew J. Starrels, Esq.

**With a copy to:**

Manatt, Phelps & Phillips, LLP  
11355 W. Olympic Boulevard  
Los Angeles, CA 90064  
Attn: Robert M. Eller, Esq.

A Party may change its address by giving notice in writing to the other Party in the manner provided above. Thereafter, notices, demands and other correspondence pertinent to this Agreement shall be addressed and transmitted to the new address.

**14.3 Rules of Construction.** The singular includes the plural, and the plural includes the singular; “shall” is mandatory, and “may” is permissive. Section headings are for reference purposes only and shall not be used to interpret this Agreement. Section references shall be deemed to refer to sections of this Agreement unless otherwise specified.

**14.4 Severability.** The Parties hereto agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

**14.5 Estoppel Certificate.** Within ten (10) business days following a written request by Developer, the City shall execute and deliver to the requesting Developer a statement (an “estoppel certificate”) certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the City alleges that specified (date and nature) defaults exist. The estoppel certificate shall also provide any other reasonable information requested. The failure to timely deliver a requested estoppel certificate shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Developer, and that there are no uncured defaults in the

performance of the requesting Developer, except as may be represented by the requesting Developer. The requesting Developer shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section prior to City's issuance of such certificates.

**14.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

**14.7 Further Action.** Each Party agrees to take all further actions reasonably necessary to implement this Agreement.

**14.8 Project is a Private Undertaking.** The Parties specifically understand and agree that: (a) the Project is a private development; (b) the City has no interest or responsibility for or duty to third parties concerning any improvements until such time and only until such time as the City accepts the same pursuant to the provisions of this Agreement or in connection with any subdivision map approvals; (c) Developer shall have full power over and exclusive control of the Project and the Project Site subject only to the limitations and obligations of Developer under this Agreement; and (d) the contractual relationship between the City and Developer is such that Developer is an independent developer and not an agent of or joint venturer with the City.

**14.9 Governing Law; Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California. If legal action by any Party is brought against any other Party because of an alleged default under this Agreement, or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

**14.10 Time of Essence.** Time is of the essence of this Agreement.

**14.11 Entire Agreement, Waivers, Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. To the extent that there are conflicts or inconsistencies between this Agreement and any prior agreement, subdivision map approval, or other permit or approval, the provisions of this Agreement shall prevail. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer. All amendments shall be in writing, signed by the appropriate authorities of the City and Developer, and recorded in the Official Records of Ventura County, California. Upon the completion of performance of this Agreement or its earlier revocation and termination, a statement evidencing said completion or

revocation signed by the appropriate agents of Developer and the City shall be recorded in the Official Records of Ventura County, California.

**14.12 Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A      Legal Description of Townhomes Site
- Exhibit B      Legal Description of Vineyard and Ventura Site
- Exhibit C      Landscaped Bicycle and Pedestrian Facilities
- Exhibit D      Linear Parkway/Access Road
- Exhibit E      Purchase and Sale Agreement
- Exhibit F      Form of Agreement to Fund Landscape Maintenance
- Exhibit G      Covanta Energy Plant

**14.13 Recordation of Agreement.** No later than ten (10) days after the effective date of the Ordinance adopting this Agreement, the City Clerk shall record an executed original of this Agreement in the Official Records of the County of Ventura. The failure of the City to sign and/or record this Agreement shall not affect the validity of and binding obligations set forth within this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

**CITY:**

CITY OF OXNARD,  
a municipal corporation

By: \_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

**ATTEST**

\_\_\_\_\_  
Daniel Martinez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary L. Gillig, City Attorney

**DEVELOPER:**

CASDEN OXNARD LLC,  
a Delaware limited liability company

By: Casden Properties LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Robert J. Hildebrand, President

CASDEN OXNARD VINEYARD AVENUE  
LLC,  
a Delaware limited liability company

By: Casden Properties LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Robert J. Hildebrand, President

EXHIBIT A

LEGAL DESCRIPTION OF TOWNHOMES SITE

Lot 43 of Tract No. 5032, in the city of Oxnard, county of Ventura, State of California, as per map recorded in Book 145, Pages 7 to 12 inclusive of maps, in the office of the county recorder of said county.

Except therefrom all oil, gas, minerals, and other hydrocarbon substances in, on and under said real property; but, however, without the right of surface or subsurface entry above the depth of 500 feet measured vertically from the surface.

EXHIBIT B

LEGAL DESCRIPTION OF VINEYARD AND VENTURA SITE

Lot 34 and 36 of Tract No. 5032, in the city of Oxnard, county of Ventura, State of California, as per map recorded in Book 145, Pages 7 to 12 inclusive of Maps, in the office of the county recorder of said county.

Except all oil, gas, minerals and other hydrocarbon substances in and under a portion of said land, but without the right of surface entry or subsurface entry above the depth of 500 feet measured vertically from the surface as reserved in deeds of record.

A part of Subdivision 7 of the Rancho El Rio De Santa Clara O'La Colonia, partly in the City of Oxnard, in the County of Ventura, State of California, as per partition map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott, et al., Pliffs. vs. Rafael Gonzales, et al., Defts.", said real property particularly described as follows:

Beginning at a point in the westerly line of Ventura Road, 60 feet wide, as shown on said map at the southeasterly corner of the land described in deed to City of Oxnard, recorded January 21, 1966 as Document No. 3970, in book 2932, page 7 of Official Records; thence along Westerly line of Ventura Road,

1st: South 2781.48 feet, more or less, to the Northeasterly corner of Tract 1809-1, as per Map recorded in book 46, page 47 of Miscellaneous Records in the Office of the County Recorder of said County; thence along the Northerly line of said Tract 1809-1 and its Westerly prolongation,

2nd: South 89° 57' 11" West 1459.44 feet, more or less, to a point in the Easterly line of the land described in the deed to Arthur Connally dated December 1, 1886 and recorded in book 19, page 120 of Deeds; thence along said Easterly line to and along the Easterly line of the land described in the deed to the City of Oxnard recorded May 27, 1968, as Document No. 26341, in book 3309, page 522 of Official Records.

3rd: North 1845.00 feet, more or less, to the southwesterly corner of the hereinbefore mentioned land of the City of Oxnard; thence along the Southerly line of said land,

4th: North 58° 47' 27" East 1726.31 feet, more or less, to the Point of Beginning.

EXCEPT that portion lying Southerly of the Northerly line of Vineyard Avenue, as set forth in instrument recorded November 10, 1983, as Document No. 128420 of Official Records.

ALSO EXCEPT that portion as granted to the City of Oxnard, County of Ventura, State of California, in a deed recorded December 18, 1985, as Document No. 144776 of Official Records.

ALSO EXCEPT that portion as granted to the City of Oxnard, a Municipal Corporation, in a deed recorded December 16, 1985 as Instrument No. 85-144776 of official Records.

ALSO EXCEPT all oils and minerals lying below a depth of 500 feet from the surface of said land without the right to enter upon the surface thereof, as reserved by Ida E. Swift, Trustee of the Ida E. Swift Trust dated August 6, 1970 recorded April 20, 1979, as Instrument No. 040494 of Official Records.

ALSO EXCEPT any remaining portion of minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy below a depth of 500 feet from the surface of the above described land, without, however, the right of surface entry, as reserved in deed recorded September 27, 1985, as Document No. 107658 of Official Records.

EXHIBIT C  
LANDSCAPED BICYCLE AND PEDESTRIAN FACILITIES

PUBLIC OPEN SPACE PLAN  
**VINEYARD AVENUE  
 &  
 VENTURA ROAD**

FOR:  
**CASDEN PROPERTIES, LLC**  
 CITY OF OAKLAND, CALIFORNIA

PUBLIC OPEN SPACE

UNASSIGNED BICYCLE AND  
 PEDESTRIAN SPACE  
 (27,500 SQ. FT. (1.32 ACRES))

57,500 SQ. FT.  
 (1.32 ACRES)

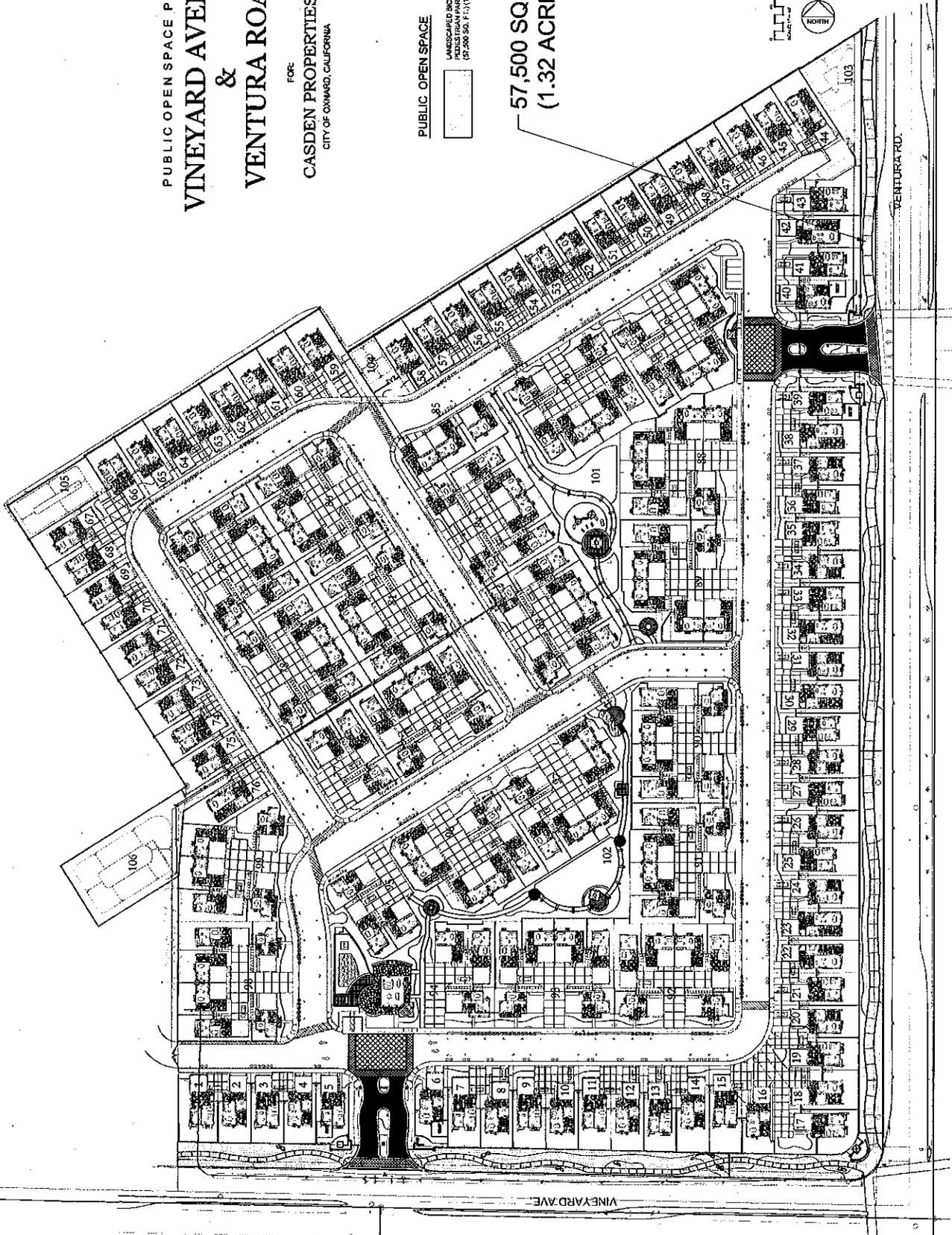


EXHIBIT D

LINEAR PARKWAY/ACCESS ROAD

24,670 SQ. FT.  
(.57 ACRES)

VIEW

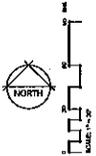
31,115 SQ. FT.  
(.71 ACRES)

VIEW

20,701 SQ. FT. (.48 ACRES)

VENTURA

PUBLIC OPEN SPACE		SQ. FT.	ACRES
	LINEAR PARKWAY / ACCESS ROAD ON-SITE	31,115 SQ. FT.	.71 ACRES
	LINEAR PARKWAY / ACCESS ROAD OFF-SITE	24,670 SQ. FT.	.57 ACRES
	LANDSCAPED BICYCLE & PEDESTRIAN PARKWAY	20,701 SQ. FT.	.48 ACRES
TOTAL		76,486 SQ. FT.	1.76 ACRES



45160 AUG 8, 2008  
**L.A. GROUP**  
 21100 Wilshire Blvd., Suite 200  
 Beverly Hills, CA 90211  
 310.276.9100 FAX 310.276.7719  
 www.la-group.com

PUBLIC OPEN SPACE PLAN  
**TOWN HOMES, VENTURA ROAD**  
 OXNARD, CALIFORNIA

for  
**CASDEN PROPERTIES, LLC**  
 9090 Wilshire Blvd., Beverly Hills, CA 90211 - (310) 274-5553

MANITEX INC.  
 10000 WILSHIRE BLVD., SUITE 100  
 BEVERLY HILLS, CA 90211  
 (310) 274-5553  
 www.manitex.com

EXHIBIT E  
PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

To: First American Title Insurance Company  
Attn: Barbara Laffer  
520 North Central Ave., 8<sup>th</sup> Floor  
Glendale, California 91203

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is made and entered into as of November 28, 2006, between Casden Oxnard, LLC ("Buyer"), and the City of Oxnard ("Seller" or "City"). The parties agree as follows:

1. Definitions. As used in this Agreement, the terms set forth below shall have the following meanings:

"Affiliate" means any Person (a) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another Person of (b) five percent (5%) or more of the voting securities or equity interests of which is held beneficially or of record by another Person. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management and policies of a Person, whether through the ownership of voting securities or equity interests, by contract, by family relationship or otherwise.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Authorities" means the governmental and quasi-governmental bodies and agencies having jurisdiction over the Property, including, without limitation, the County, courts, special taxing districts, administrative tribunals and public and private utilities.

"Buyer" has the meaning set forth in the first paragraph of this Agreement.

"Buyer's Title Policy" means the policy of title insurance described in Section 7 [entitled "Title Insurance"].

"City" means the City of Oxnard, California.

"Contracts" means all leases, rental and other occupancy agreements, purchase and sale agreements, options and service, maintenance, architect, engineer, consultant, construction and other agreements of any nature affecting or relating to the Property (a) to which Seller is a party, by which Seller is bound or which are binding on or benefit the Property or Seller and (b) which will be in effect on and/or after the Close of Escrow. An agreement shall be deemed to be in effect on and/or after the Close of Escrow if any right or any obligation of any

party under such agreement remains on and/or after the Close of Escrow to be exercised or performed, respectively (such as surviving indemnifications, warranties and guaranties).

"County" means the County of Ventura, California.

"Default" means each of the events so designated in Section 17.1 [entitled "Events of Default"]

"Deposits" has the meaning set forth in Section 5.1 [entitled "Deposits"]

"Disclosure Report" means a property disclosure report containing the natural hazard disclosures, if any, which may be required to be made by Seller under California Public Resources Code Section 2621.9(a) (Earthquake Fault Zone), California Public Resources Code Section 2694(a) (Seismic Hazard Zone), California Government Code Section 8589.3(a) (Special Flood Hazard Area), or California Government Code Section 8589.4(a) (Area of Potential Flooding).

"Due Diligence Period" means the period commencing on the Escrow Date and ending on January 8, 2007.

"Entitlements" means approval of a general and specific plan amendment, environmental impact report certification, approvals, and other entitlements, including, but not limited to the Tentative Map (but not the Final Map) necessary to develop the Property and Buyer Vineyard Avenue site, which is described on Exhibit B, as well as such entitlements as may be necessary and required to permit the development of the 10-acre site, the 4-acre site and Buyer's original Vineyard Avenue site with 161 residential units.

"Escrow" means the above described Escrow to be opened with the Escrow Holder or, in the event Escrow Holder ceases to exist or fails or refuses to act as Escrow Holder for the transactions contemplated by this Agreement, any other escrow with an Escrow Holder selected by Seller and Buyer which is not affiliated with either party.

"Escrow Date" has the meaning set forth in Section 5 [entitled "Payment of Purchase Price"].

"Escrow Holder" means First American Title Insurance Company, 520 North Central Ave., 8<sup>th</sup> Floor, Glendale, California 91203, Telephone (818) 550-2521, Attn: Barbara Laffer. In the event such corporation ceases to exist or fails or refuses to act as Escrow Holder for the transactions contemplated by this Agreement, any other Escrow Holder selected by Seller and Buyer which is not affiliated with either party.

"Grant Deed" means the grant deed described in Section 6.1 [entitled "Title and Grant Deed"], which shall be in a form customarily used by the Title Company for similar transactions.

"Hazardous Material" means (a) any "hazardous substance" as defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of

1980, as amended from time to time [42 U.S.C. §§ 9601 et seq.]; (b) petroleum and petroleum products (including, without limitation, crude oil, natural gas, natural gas liquids, liquefied natural gas and synthetic gas); (c) polychlorinated biphenols (PCBs); (d) asbestos; (e) urea formaldehyde; (f) radon gas; (g) methane; and (h) any additional substances, materials or waste which are classified or considered to be hazardous or toxic under the Laws of California or any other applicable Laws.

"Hazardous Material Laws" means all Laws, orders, licenses and permits relating to Hazardous Material.

"Laws" means all federal, state and local laws, rules, regulations, ordinances and codes. The term "Laws" includes Hazardous Material Laws.

"Person" means any entity, whether an individual, trustee, corporation, partnership, joint stock company, trust, unincorporated organization, bank, business association or firm or otherwise.

"Plans and Reports" means all plans (including architectural and civil), specifications, engineering, soils, geologic, seismic and Hazardous Material reports, surveys, appraisals, budgets, proformas, business plans, forecasts, opinions, financial and other records and other documents (other than Contracts and Entitlements) pertaining or relating to the condition, construction, reconstruction, development, maintenance, repair, clean-up, investigation, management, ownership or operation of the Property which are within the possession of, under the control of, reasonably available to or paid for by Seller or an Affiliate of Seller.

"Property" means the real property and all improvements contained thereon located in the City and County consisting of approximately 14.22 acres, as more particularly described in Exhibit A. The Property consists of a 9.54-acre parcel, so described on Exhibit A and referenced to herein as the "10-acre site" and a 4.68-acre parcel so described on Exhibit A and referenced to herein as the "4-acre site."

"Purchase Price" means the purchase price for the Property specified in Section 4 [entitled "Purchase Price"].

"Seller" has the meaning set forth in the first paragraph of this Agreement.

"Survey" has the meaning set forth in Section 8.3.3 [entitled "Title"].

"Tentative Map" or "Tentative Maps" means an approved Tentative Subdivision Map(s) as described in Section 15-15 of the City of Oxnard City Code subject to lawful terms and conditions of development.

"Title Company" means First American Title Insurance Company, 520 North Central Ave., 8<sup>th</sup> Floor, Glendale, California 91203, Telephone (818) 242-5802, Attn: Anthony Rivera.

"Title Report" has the meaning set forth in Section 8.3.3 [entitled "Title"].

2 Recitals.

2.1 Ownership of Property. Seller is the fee owner of the Property

3. Purchase and Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms set forth in this Agreement.

4. Purchase Price. The base purchase price for the Property shall be Twenty-three Million Eight Hundred Ninety-eight Thousand Dollars (\$23,898,000) ("Base Purchase Price"), which is based upon Entitlements being obtained for (a) one hundred and forty-three (143) units on the 10-acre site, and (b) forty (40) units on the 4-acre site ("Base Requirements"). The Base Purchase Price shall be adjusted by an amount ("Adjustment Amount") determined based on the Entitlements obtained for the 10-acre site and the 4-acre site, as follows:

(1) if the Entitlements obtained for the 10-acre site differ from the Base Requirements for the 10-acre site, then the Base Purchase Price shall be adjusted by multiplying the difference between the number of entitled units for the 10-acre site and one hundred and forty-three (143) by \$143,791 and (i) adding the lesser of that number or \$2,013,074 to the Base Purchase Price if the number of entitled units for the 10-acre site is greater than one hundred and forty-three (143), or (ii) subtracting the lesser of that number or \$2,013,074 from the Base Purchase Price if the number of entitled units for the 10-acre site is less than one hundred and forty-three (143); and

(2) if the Entitlements obtained for the 4-acre site differ from the Base Requirements for the 4-acre site, then the Purchase Price shall be adjusted by multiplying the difference between the number of entitled units for the 4-acre site and forty (40) by \$200,000 and (x) adding the lesser of that number or \$800,000 to the Base Purchase Price if the number of entitled units for the 4-acre site is greater than forty (40), or (y) subtracting the lesser of that number or \$800,000 from the Base Purchase Price if the number of entitled units for the 4-acre site is less than forty (40).

Based on the foregoing, the minimum Purchase Price shall be \$21,084,926 and the maximum Purchase Price shall be \$26,711,074. If the Entitlements obtained for the 10-acre site and the 4-acre site do not differ from the Base Requirements, then the Adjustment Amount shall be zero.

5. Payment of Purchase Price. Subject to the terms of this Agreement, the Purchase Price shall be payable by Buyer to Seller as follows:

5.1 Deposit. Upon execution of this Agreement by Buyer and Seller and on the opening of the Escrow (the "Escrow Date"), Buyer shall deposit into Escrow cash or other immediately available funds in the amount of Five Hundred Thousand Dollars (\$500,000) (the "Deposit"). The Deposit shall be held by Escrow Holder in an interest-bearing FDIC insured money-market account, at the prevailing rate of interest, on terms and conditions acceptable to

Buyer. The Deposit shall become nonrefundable on the next business day following the expiration of the Due Diligence Period, unless (1) this Agreement is timely terminated (or deemed terminated) pursuant to Section 8.3 on or before the last day of the Due Diligence Period, (2) unless Seller is in Default hereunder, or (3) as otherwise set forth herein. If this Agreement is terminated (or deemed terminated) on or before the last day of the Due Diligence Period pursuant to Section 8.3 of this Agreement, then the Deposit plus all interest accrued thereon shall promptly be returned to Buyer. If this transaction closes as provided herein, the Deposit plus all interest accrued thereon shall apply towards the Purchase Price at the Close of Escrow. If this Agreement is not terminated or deemed terminated prior to the expiration of the Due Diligence period and thereafter, this transaction does not close for any reason other than a Default by Seller or a failure of the conditions set forth in and as provided in Sections 8.3.1, 8.3.2, 8.3.3, 8.3.5 or 8.3.6, Seller shall be entitled to retain the sum of two hundred fifty thousand dollars (\$250,000) of the Deposit. Escrow Holder shall immediately upon demand remit the same to Seller. The remainder of the Deposit, and any interest thereon, shall be returned to Buyer. In the event that the conditions to Close of Escrow set forth in Section 8.3 are satisfied, Seller is not in default hereunder, and Buyer fails to take action necessary to close Escrow by the Closing Date, Seller shall be entitled to receive the entire Deposit, together with all interest thereon and Escrow Holder shall upon demand immediately remit the same to Seller.

5.2 Balance of Purchase Price. On or before the Close of Escrow, Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to the Purchase Price, less the Deposit (plus interest accrued thereon).

6. Condition of Title, Conveyances and Assignment; As Is Sale.

6.1 Title and Grant Deed. At the Close of Escrow, Seller shall convey fee simple title to the Property to Buyer by Grant Deed, subject only to (a) real property taxes not then delinquent, (b) matters of title approved by Buyer pursuant to Section 8.3.3 [entitled "Title"] and (c) matters affecting the condition of title to the Property created by or with the written consent of Buyer (including, without limitation, the lien of any trust deed securing a loan obtained by Buyer to purchase the Property). Neither title to nor possession of the Property shall pass to Buyer until the Close of Escrow.

6.2 Title Insurance. Delivery of title in accordance with the foregoing shall be evidenced by, and a condition to Buyer's obligations to close hereunder shall be, the irrevocable commitment of the Title Company to issue, at Closing, its Owner's ALTA Extended Coverage Policy of Title Insurance in the amount of the Purchase Price showing title to the Property vested in Buyer (or Buyer's assignee) as provided in Section 6.1 ("Buyer's Title Policy"). Buyer's Title Policy may contain such endorsements as are reasonably required by Buyer, provided that Buyer shall have obtained the commitment of the Title Company to issue such endorsements prior to the expiration of the Due Diligence Period, as applicable. Seller shall pay for the portion of the cost of the Buyer's Title Policy attributable to CLTA coverage, and Buyer shall pay for the portion of the cost of the Buyer's Title Policy attributed to ALTA extended coverage, including the expense of the Survey, and to all such endorsements. Seller shall execute and deliver to Title Company any such certificates, instruments and/or affidavits as Title Company shall reasonably require in order to issue Buyer's Title Policy.

## As Is Sale.

7.1 Condition of Property. The sale of the Property is "as-is", with all faults. Seller discloses and Buyer acknowledges that the Property has been used as a dumpsite and that the Property has environmental impairments and is subject to oversight by regulatory agencies. The Purchase Price has been negotiated with consideration of the uncertainties existing because of environmental issues. Buyer has investigated the Property, and Buyer accepts the Property with all impairments, including impairments resulting from the Property's use as a dumpsite. The Purchase Price has been negotiated with due consideration of known conditions and awareness of uncertainty as to all unknown conditions. Buyer shall have no remedy against or recourse to Seller for any condition of the Property, including the existence of Hazardous Materials, ground water contamination, soil contamination, soil instability, the unsuitability of the soil for Seller's intended purposes, or any other condition whatsoever.

## 7.2 Environmental Indemnity.

7.2.1. Buyer is purchasing the Property to develop residences thereon. After the Entitlements are obtained, Buyer intends to promptly remediate all environmental impairments existing on the Property and to place the Property in a condition fit for residential purposes. Buyer intends to accomplish such remediation in accordance with all applicable laws, regulations, and standards governing remediation of the Property and to accomplish the work of remediation using a degree of care appropriate in view of the residential development contemplated on the Property. Accordingly, subject to the terms and provisions of Section 7.2.2, Buyer agrees to indemnify, hold harmless and defend Seller, its City Council and each member thereof, and every officer, employee, representative or agent of the Seller from all liability, claims, demands, actions (whether in contract or tort, including injury, death at any time, or property damage), costs and financial loss, including all expenses and fees of litigation and arbitration that derive directly or indirectly from any claims relating in any way to the condition of the Property from and after the Close of Escrow.

7.2.2. Notwithstanding the provisions of Section 7.2.1 hereinabove or anything in this Agreement to the contrary, Buyer shall have no obligation to indemnify Seller its City Council or any member, officer, employee, representative or agent of the Seller for any liability, claims, demands, actions (whether in contract or tort, including injury, death at any time, or property damage), costs and financial loss, including all expenses and fees of litigation and arbitration that derive directly or indirectly from (i) any incident, occurrence or event occurring prior to the Close of Escrow and relating to the condition of the Property at any time prior to the Close of Escrow, or (ii) the condition of any property adjacent to the Property prior to the Close of Escrow (including, but not limited to any condition on the Property that may be caused by or attributable to any migration of contaminants to the Property from any property adjacent to the Property that have occurred prior to the Close of Escrow).

## 8 Escrow and Conditions.

8.1 Opening of Escrow and Escrow Instructions. Buyer and Seller promptly shall cause Escrow to be opened for the consummation of the transactions contemplated by this

Agreement by delivering a fully executed copy of this Agreement to the Escrow Holder. This Agreement shall constitute instructions to the Escrow Holder with respect to such transactions. The Escrow Holder immediately shall notify Buyer and Seller of the Escrow Date. Buyer and Seller shall execute such additional escrow instructions as reasonably may be required to consummate the transactions contemplated by this Agreement and as Buyer and Seller may approve, which approval shall not be unreasonably withheld. To the extent such additional Escrow instructions conflict with any provisions of this Agreement, the provisions of this Agreement shall control, unless such additional escrow instructions specifically states to the contrary and satisfies Section 19.6. Seller shall cause Escrow Holder to obtain and provide to Buyer prior to the expiration of the tenth (10th) business day after the Escrow Date, at Seller's expense, a Disclosure Report.

8.2 Close of Escrow. For purposes of this Agreement, Close of Escrow shall be deemed to be the date that the Grant Deed is recorded in the Official Records of the County.

8.2.1 Closing Date. Subject to Section 8.6, Close of Escrow shall occur upon the earlier to occur of (i) the date that is twenty (20) days after the date on which the Entitlements are obtained, or (ii) March 14, 2008 (the "Closing Date"). The Closing Date may be extended by the mutual written agreement of Seller and Buyer. If escrow does not close on or before March 14, 2008 or mutually agreed upon later date, this escrow shall, upon written request of either Party, be cancelled and the obligations of the parties shall be only as stated in this Agreement. In the case of such termination, each Party shall bear one half the cost of escrow. The City Manager may act on behalf of City to extend the Close of Escrow.

8.2.2 Alternative Closing Date. In the alternative, and at Buyer's option, in its sole and absolute discretion, Buyer may pay the Base Purchase Price at any time on or prior to January 10, 2007, in which case Escrow shall close upon payment of the Base Purchase Price, and the provisions of Section 17 shall be in effect. If, for any reason, Buyer chooses to close Escrow after January 10, 2007 and prior to obtaining the Entitlements, the provisions of Section 17 shall not be in effect. Buyer's election to close escrow on or before January 10, 2007 shall be evidence that all conditions to the Close of Escrow (except for the conditions described in Section 8.3.7) have been met or waived; provided, however, that nothing herein impairs or affects Buyer's rights under Section 17.

8.3. Buyer's Conditions to Close of Escrow. The Close of Escrow and Buyer's obligations to close Escrow under this Agreement are subject to the satisfaction or waiver, not later than Close of Escrow (unless otherwise provided), of the following conditions (and certain of the obligations of the parties with respect to such conditions are as follows):

8.3.1 Seller's Representations. Seller's representations and warranties set forth in Section 15 [entitled "Seller's Representations and Warranties"] shall be true and correct as of the date of this Agreement and as of the Close of Escrow.

8.3.2 Seller's Deliveries and Default. Seller shall have delivered to Buyer and Escrow Holder all documents required to be delivered by Seller to Buyer and Escrow Holder, respectively, pursuant to the terms of this Agreement and Seller shall not be in Default

under the terms of this Agreement and no event shall have occurred which would constitute a Default by Seller under the terms of this Agreement but for the requirement that notice be given or time elapse or both.

8.3.3 Title. The legal description of the Property and any matters of title affecting the Property shall have been approved by Buyer or shall have been approved within the time periods and as specified in this Section 8.3.3. Within ten (10) business days after the opening of Escrow, Seller shall cause the Title Company to prepare and deliver to Buyer a current preliminary title report with respect to the Property prepared on the basis that an ALTA Extended Coverage Owner's Policy of Title Insurance will be issued ("Title Report") and complete and legible copies of all documents and a plot of all easements reflected as exceptions in the Title Report. The Title Report and such documents and plot shall be referred to collectively in this Section as the "Title Documents." At the sole discretion of Buyer, Buyer may, at its cost and expense, cause a survey of the Property to be prepared by a surveyor acceptable to Buyer ("Survey"). Buyer shall have until twenty (20) days prior to the date that the Due Diligence Period ends ("Buyer's Notice Date") within which to give Seller and Escrow Holder written notice ("Buyer's Notice") of Buyer's disapproval of any exceptions to title shown in the Title Report or items disclosed in the Survey. The exceptions as shown in the Title Report and items disclosed in the Survey shall be referred to in this Section as the "Title Exceptions." The failure of Buyer to give Buyer's Notice shall be deemed to constitute Buyer's approval of all of the Title Exceptions. In the event of Buyer's disapproval of any of the Title Exceptions and within ten (10) business days after Seller's receipt of Buyer's Notice ("Seller's Notice Date"), Seller shall give Buyer written notice ("Seller's Notice") of any disapproved Title Exceptions which Seller will attempt to eliminate from Buyer's Title Policy and as exceptions to title to the Property. Prior to the Close of Escrow, Seller shall eliminate, at its sole cost and expense, all such disapproved Title Exceptions set forth in Seller's Notice from Buyer's Title Policy and as exceptions to title to the Property. If Seller's Notice does not include all Title Exceptions disapproved by Buyer, or if Seller fails to deliver Seller's Notice, or if Seller is ultimately unable to eliminate any such disapproved Title Exceptions, Buyer shall have the right to (i) terminate this Agreement in accordance with the terms of Section 8.6.4 [entitled "Failure Without Default"] or (ii) acquire the Property subject to the disapproved Title Exceptions not included within Seller's Notice or unable to be removed by Seller. Such right shall be exercised by Buyer by giving either written notice of such termination or written notice of such acquisition ("Acquisition Notice") to Seller and Escrow Holder within five (5) business days after Buyer's receipt of (i) Seller's Notice (or, if Seller fails to deliver Seller's Notice, within five (5) business days after Seller's Notice Date) or (ii) written notice from Seller that Seller has is unable to eliminate any disapproved Title Exception that Seller agreed to attempt to eliminate in Seller's Notice. Buyer's failure to give the Acquisition Notice at the time and in the manner set forth in the preceding sentence shall be deemed to constitute Buyer's election to terminate the Agreement in accordance with the terms of Section 8.6.4. If Buyer acquires the Property pursuant to the Acquisition Notice, Buyer shall be deemed to have accepted all previously disapproved Title Exceptions and shall have no recourse against Seller on account of such disapproved Title Exceptions.

8.3.4 Feasibility and Inspections. Not later than the last day of the Due Diligence Period, Buyer shall have approved, in its sole and absolute discretion, the results of

any and all feasibility, marketing, entitlement and other studies, inspections, appraisals, audits, tests, evaluations, investigations, surveys and reports of the Property and other property in the vicinity of the Property (including, without limitation, all engineering and environmental audits, evaluations and tests relative to the presence of any Hazardous Material within, under, upon or in the vicinity of the Property (collectively, "Inspections")) as Buyer may elect to make or obtain. The failure of Buyer to notify Seller in writing during the Due Diligence Period of Buyer's approval of the results of the Inspections shall be deemed to constitute Buyer's approval of such results. The cost of any such Inspections shall be borne by Buyer. If Buyer disapproves such results this Agreement shall be deemed terminated in accordance with the terms of Section 8.6.4 [entitled "Failure Without Default"]. Buyer is aware that several regulatory agencies, including the California Regional Water Quality Control Board, Ventura County Regional Sanitation District, and California Integral Solid Waste Management Board have jurisdiction over the Property and may assert regulatory control over the sale of the Property and/or Buyer's efforts to remediate conditions at the Property. Buyer will, during the Due Diligence Period, exercise the right to investigate the jurisdiction of these agencies over the Property and the position of these agencies with respect to the purchase and sale of the Property. In the event the Buyer is dissatisfied with the results of any such investigations or in the event regulatory agencies fail or refuse to take action, if any, necessary to permit the Close of Escrow pursuant to this Agreement, this Agreement shall be terminated in accordance with the terms of Section 8.6.4.

8.3.5 Buyer's Title Insurance. The Title Company shall have committed in writing to issue Buyer's Title Policy to Buyer in compliance with the requirements of Section 6.2 [entitled "Title Insurance"].

8.3.6 Material Changes. There shall not have been any material adverse change in the condition of the Property or any material adverse change or proposed or contemplated material adverse change in any Laws applicable to the Property after the date of this Agreement.

8.3.7 Entitlements. Buyer shall have obtained the Entitlements, unless Buyer elects to close Escrow in accordance with Section 17, in which event, the terms and provisions of Section 17 shall apply with respect to the Entitlements.

The foregoing conditions are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. Neither the waiver by Buyer of any condition nor the satisfaction of any condition shall relieve Seller of any liability or obligation as respects any representation, warranty or covenant of Seller under this Agreement unless Buyer shall so agree in writing. All approvals and disapprovals given by Buyer under this Section 8.3 (except disapprovals deemed to have been made by Buyer) and any acknowledgments given by Buyer of the satisfaction or failure of any conditions set forth in this Section 8.3 must be in writing to be effective.

8.4 Seller's Conditions to Close of Escrow. The Close of Escrow and Seller's obligations to close Escrow under this Agreement are subject to the satisfaction or waiver, not later than Close of Escrow (unless otherwise provided), of the following conditions:

8.4.1 Buyer's Representations. Buyer's representations and warranties set forth in Section 14 [entitled "Buyer's Representations and Warranties"] shall be true and correct as of the date of this Agreement and as of the Close of Escrow.

8.4.2 Buyer's Deliveries and Default. Buyer shall have delivered to Seller and Escrow Holder all funds and documents required to be delivered by Buyer to Seller and Escrow Holder, respectively, pursuant to the terms of this Agreement, and Buyer shall not be in Default under the terms of this Agreement and no event shall have occurred which would constitute a Default by Buyer under the terms of this Agreement but for the requirement that notice be given or time elapse or both.

The foregoing conditions are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. Neither the waiver by Seller of any condition nor the satisfaction of any condition shall relieve Buyer of any liability or obligation as respects any representation, warranty or covenant of Buyer under this Agreement unless Seller shall so agree in writing.

8.5 Cooperation Regarding Conditions. Except as otherwise provided herein, neither Seller nor Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail. Each party shall cooperate with the other party, at the written request of the other party, in the other party's efforts with respect to the satisfaction of the conditions; provided, however, that the reasonable costs of such cooperation shall be borne by the party making the request.

8.6 Failure of Conditions to Close of Escrow. If any of the conditions set forth in Sections 8.3 or 8.4 are not satisfied or waived as of the Closing Date:

8.6.1 Termination. This Agreement, Escrow and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided in this Agreement.

8.6.2 Failure Due to Seller Default. If Escrow fails to close because the conditions set forth in Section 8.3.1 [entitled "Seller's Representations"] or Section 8.3.2 [entitled "Seller's Deliveries and Default"] are not satisfied and not waived, the nonsatisfaction of the conditions shall be treated as a Default by Seller and the terms of Section 18.3 [entitled "Default by Seller"] shall be applicable and shall control.

8.6.3 Failure Due to Buyer Default. If Escrow fails to close because the conditions set forth in Section 8.4.1 [entitled "Buyer's Representations"] or Section 8.4.2 [entitled "Buyer's Deliveries and Default"] are not satisfied and not waived, the nonsatisfaction of the conditions shall be treated as a Default by Buyer and the terms of Section 18.2 [entitled "Default by Buyer"] shall be applicable and shall control.

8.6.4 Failure Without Default. If Escrow fails to close because Buyer terminates this Agreement, pursuant to the provisions of Section 8.3.3 [entitled "Title"] or Section 8.3.4 [entitled "Feasibility and Inspections"] or Section 8.3.5 [entitled "Buyer's Title

Insurance"] as qualified and implemented by Section 6.2 [entitled "Title Insurance"], Escrow Holder shall promptly return to Buyer the deposit and any interest accrued thereon, and any other funds deposited to Escrow by Buyer, less Buyer's share of the charges provided for in Section 8.7.

8.6.5 Return of Funds/Documents. Subject to the foregoing terms, Escrow Holder is instructed promptly to return to Seller and Buyer all remaining funds and documents deposited by them, respectively, into Escrow which are held by Escrow Holder on the date of such termination (unless the party entitled to such funds is required to pay cancellation and other charges under the following Section 8.7, in which case the Escrow Holder shall deduct the amount of such charges from the funds to which such party is entitled).

8.7 Cancellation Fees and Expenses. If Escrow terminates because of the nonsatisfaction of the conditions set forth in Section 8.3.1 [entitled "Seller's Representations"] or Section 8.3.2 [entitled "Seller's Deliveries and Default"], the payment of the cancellation and other charges required to be paid by and to Escrow Holder and the Title Company shall be governed by Section 17.3 [entitled "Default by Seller"]. If Escrow terminates because of the nonsatisfaction of the conditions set forth in Section 8.4.1 [entitled "Buyer's Representations"] or Section 8.4.2 [entitled "Buyer's Deliveries and Default"], the payment of the cancellation and other charges required to be paid by and to Escrow Holder and the Title Company shall be governed by the terms of Section 17.2 [entitled "Buyer's Default"]. If Escrow terminates because any of the other conditions set forth in Sections 8.3 or 8.4 are not satisfied for a reason other than the Default of Buyer or Seller under this Agreement, Buyer and Seller shall each be responsible for the payment of one-half of the cancellation and other charges required to be paid by and to the Escrow Holder and the Title Company.

9. Closing Costs. If Escrow closes, (a) the premium for Buyer's Title Policy shall be allocated as provided in Section 6.2 above. (b) documentary transfer taxes and similar taxes and fees shall be paid by Buyer; (c) recording costs and filing fees (other than documentary transfer taxes and other similar taxes and fees) shall be paid by Buyer; (d) the escrow fee of Escrow Holder shall be paid one half by Buyer and one half by Seller; and (e) all other costs shall be allocated between Buyer and Seller in accordance with customary practice in the County.

10. Prorations. The Property currently is not on the tax rolls and not subject to taxation. Buyer will be responsible for all taxes and assessments on the Property after closing.

Deliveries to Escrow Holder

11.1 Deliveries by Seller. Prior to the Close of Escrow (unless otherwise provided), Seller shall deposit the following documents into Escrow:

11.1 Grant Deed. The Grant Deed duly executed by Seller, notarized and in recordable form

11.1.2 Seller's Proof of Authority. Such proof of Seller's authority to enter into this Agreement and to perform the transactions contemplated by this Agreement as reasonably may be required by the Title Company and/or Buyer.

11.1.3 Other informational documents or certificates reasonably required by escrow holder.

11.1.4 [Intentionally deleted].

11.2 Deliveries by Buyer. Prior to the Close of Escrow (unless otherwise provided), Buyer shall have deposited the following items into Escrow:

11.2.1 Balance of Purchase Price. The entire Purchase Price in accordance with Section 5.2.

11.2.2 Buyer's Proof of Authority. Such proof of Buyer's authority to enter into this Agreement and to perform the transactions contemplated by this Agreement as reasonably may be required by the Title Company and/or Seller.

11.2.3 Other informational documents or certificates reasonably required by escrow holder.

12. [Intentionally deleted].

13. Disbursements and Other Actions by Escrow Holder. Upon Close of Escrow, Escrow Holder promptly shall undertake all of the following:

13.1 Disburse Purchase Price. Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows:

13.1.1 Deduction of Closing Costs. Deduct all items chargeable to the account of Seller under Section 9 [entitled "Closing Costs"] and pay the amount of such items to the Persons entitled to the items.

13.1.2 Deduction of Prorations. If as a result of the prorations under Section 10 [entitled "Prorations"] amounts are to be charged to the account of Seller, deduct the total amount of such charges and pay and credit as appropriate the amount of such charges to Buyer.

13.1.3 Disburse to Seller. Disburse the remaining balance of the funds to Seller, or in accordance with Seller's written instructions, promptly upon the Close of Escrow.

13.2 Buyer's Closing Costs. Bill Buyer for all items chargeable to Buyer under Section 9 [entitled "Closing Costs"], for which items Buyer agrees to be responsible.

13.3 Recordation. Cause the Grant Deed (with documentary transfer tax information to be affixed after recording) and any other documents which the parties may mutually direct to be recorded in the Official Records of the County.

13.4 Copies of Grant Deed. Prepare and deliver to each of Buyer and Seller two conformed copies of the Grant Deed.

13.5 Deliver Buyer's Title Policy. Cause the Title Company to issue Buyer's Title Policy to Buyer.

13.6 Deliver Seller's Proof of Authority. Deliver to Buyer the proof of authority deposited into Escrow by Seller pursuant to Section 11.1.2 [entitled "Seller's Proof of Authority"].

13.7 Deliveries. Deliver to Buyer any certifications deposited into Escrow by Seller pursuant to Section 11.1.3

13.8 Deliver Buyer's Proof of Authority. Deliver to Seller the proof of authority deposited into Escrow by Buyer pursuant to Section 11.2.2 [entitled "Buyer's Proof of Authority"].

14. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

14.1 Authority. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. Those individuals executing this Agreement on behalf of Buyer have the right, power, legal capacity and authority to enter into this Agreement on behalf of Buyer and to execute all other documents and perform all other acts as may be necessary to perform all of Buyer's obligations under this Agreement. No approval or consent not previously obtained by any Person is necessary in connection with the execution of this Agreement by Buyer or the performance of Buyer's obligations under this Agreement.

14.2 No Violations of Agreements. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Buyer is a party or by which it may be bound.

14.3 Binding Agreement. The Agreement constitutes the legally valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principles relating to or limiting the rights of creditors generally.

14.4 No Violation of Laws. The consummation of the transactions contemplated by this Agreement do not violate any Law.

14.5 Brokers. No broker, salesperson or finder has been engaged by Buyer in connection with the transactions contemplated by this Agreement.

Each of the foregoing representations and warranties shall be, and Buyer shall cause them to be, true in all respects on and as of the date of this Agreement and on and as of the Close of Escrow as though made at that time.

15. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

15.1 Authority. Seller is a municipal corporation, duly organized and validly existing under the laws of the State of California. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. Those individuals executing this Agreement on behalf of Seller have the right, power, legal capacity and authority to enter into this Agreement on behalf of Seller and to execute all other documents and perform all other acts as may be necessary to perform all of Seller's obligations under this Agreement. Seller's City Manager or his designee is authorized to execute all such documents and take all such actions on behalf of the Seller.

15.2 No Consents. No approval or consent not previously obtained by any Person is necessary in connection with the execution of this Agreement by Seller or the performance of Seller's obligations under this Agreement; provided, however, that Seller is aware that the Property is a former dumpsite and that it is under the jurisdiction of several regulatory agencies including the California Regional Water Quality Control Board, Ventura County Regional Sanitation District and California Integral Solid Waste Management Board.

15.3 No Violations of Agreements. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it may be bound; provided, however, that Seller is aware that the Property is a former dumpsite and that it is under the jurisdiction of several regulatory agencies including the California Regional Water Quality Control Board, Ventura County Regional Sanitation District and California Integral Solid Waste Management Board.

15.4 Binding Agreement. The Agreement constitutes the legally valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or by equitable principals relating to or limiting the rights of creditors generally.

15.5 No Violation of Laws. The consummation of the transactions contemplated by this Agreement does not violate any Law.

15.6 Broker. No broker, salesperson or finder has been engaged by Seller in connection with the transactions contemplated by this Agreement.

15.7 Contracts. As of the date of this Agreement, there are no Contracts.

Each of the foregoing representations and warranties shall be, and Seller shall cause them to be, true in all respects on and as of the date of this Agreement and on and as of the Close of Escrow as though made at that time.

16. Additional Rights and Obligations.

16.1 Entry on Property. Buyer and its representatives and designees shall have the right to enter upon the Property at any reasonable time during the term of this Agreement, at its own cost and expense entirely, for any purpose in connection with its proposed purchase or use of the Property including, without limitation, the right to make such studies, inspections, appraisals, audits, tests, evaluations, investigations, surveys and reports of the Property and other reasonable diligence as Buyer may elect to make or obtain (including, without limitation, the taking of soil and water samples in connection with any environmental audit of the Property). Seller acknowledges that all entries by Buyer on the Property prior to the date of this Agreement were with Seller's consent. All entries by Buyer upon the Property shall be in compliance with all applicable Laws. Buyer shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any such entry. Buyer shall, at its own cost and expense entirely, repair any damage to the Property resulting from any such entry. Buyer hereby agrees to indemnify, defend and hold harmless Seller and the Property from and against any and all claims, liabilities, costs, liens, actions or judgments (including, without limitation, reasonable attorneys' fees and costs) resulting from Buyer's or any of its employees, agents or independent contractors entrance or activities on or about the Property prior to the Close of Escrow.

16.2 Other Due Diligence Activities. Buyer and its representatives and designees shall have the right to contact any third parties (including, without limitation, public, quasi-public and private agencies and utilities, adjacent landowners, Seller's lenders for the Property, developers, builders, tenants, contractors and consultants and prior owners of the Property) and discuss and/or negotiate with, disclose any matter to and enter into agreements or understandings with, third parties concerning or related to all or any portion of the Property (including, without limitation, the financing, development and condition of the Property) so long as such agreements and understandings are not binding upon the Property before the Close of Escrow or upon Seller at any time without Seller's prior written consent. Buyer shall attempt to advise Seller from time to time of the names or types of third parties it intends to contact, but shall not have any liability for failing to do so. Seller consents to all such activities undertaken by Buyer and its representatives and designees prior to the date of this Agreement.

16.3 Encumbrancing. After the date of this Agreement, Seller shall not subject or suffer to be subjected, without the prior written consent of Buyer, the Property to any mortgage, deed of trust, lien (other than non-delinquent tax liens), license, encumbrance, claim, charge, equity, writ, injunction, decree, order, judgment, covenant, condition, restriction, easement, right, right of way, lease, tenancy, occupancy agreement or similar right or other matter affecting the Property and shall not enter, without the prior written consent of Buyer, into any agreement to do, permit or suffer any of the above.

16.4 Contracts. After the date of this Agreement, Seller shall not, without the prior written consent of Buyer, enter into any Contracts applicable to the Property without Buyer's prior written consent.

16.5 Entitlements. Buyer shall diligently pursue the Entitlements, including the Tentative Map until the earlier to occur of (i) termination of this Agreement, (ii) issuance of the Entitlements, or (iii) the date on which, in the reasonable discretion of Buyer, the City, any member of its City Council, or any officer or managing employee of the City communicates to Buyer and affirmatively establishes, through action, inaction or other conduct that the Entitlements cannot be obtained.

16.6 Plans and Reports. After the date of this Agreement, Seller shall not, without the prior written consent of Buyer, prepare or cause to be prepared any Plans and Reports which may adversely affect the Property.

16.7 Permits. Intentionally omitted.

16.8 Maintenance of and Changes to Property. Prior to the Close of Escrow, Seller shall, at Seller's own cost and expense entirely, maintain the Property in substantially the condition it is in on execution of this Agreement. Unless required by law, Seller shall not make any physical addition to or change or alteration of the Property without the prior written consent of Buyer.

#### 7. Repurchase Provision

17.1 General Terms. The provisions of this Section 17 shall apply in the event that pursuant to Buyer's exercise of the option granted to Buyer in Section 8.2.2, Close of Escrow occurs on or prior to January 10, 2007 and Buyer has not, prior to such date, obtained the Entitlements. In such event, Buyer will at Close of Escrow pay the Base Purchase Price and purchase the Property without the Entitlements. Buyer acknowledges that at the Close of Escrow, Buyer will have limited or no right to develop the Property or construct improvements thereon. Following the Close of Escrow, Buyer will apply for and diligently pursue the Entitlements. When and if Buyer obtains the Entitlements, the Adjustment Amount shall be determined in accordance with the terms and provisions of Section 4. If the Adjustment Amount is required to be subtracted from the Base Purchase Price, then Seller shall pay the amount of the Adjustment Amount to Buyer within sixty (60) days of the date Buyer obtains the Entitlements. If the Adjustment Amount is required to be added to the Base Purchase Price, then Buyer shall pay the amount of the Adjustment Amount to Seller within sixty (60) days of the date Buyer obtains the Entitlements.

17.2. Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the Property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17.

17.3 The right of Buyer to demand that Seller purchase the Property shall, in

any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) March 14, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained.

17.4 The price that the Seller shall pay for the Property, in the event the Buyer makes a demand for purchase under this Section 17, shall be equal to the Base Purchase Price, minus \$250,000, which equals \$23,648,000. Such \$250,000 represents consideration for the Agreement contained in this Section 17, as well as reimbursement for the Seller for its costs, expenses and lost opportunity in connection with the transaction.

17.5 Buyer shall not substantially change the physical condition of the Property from Close of Escrow to the time the Seller purchases the Property. Buyer will be entitled to no credits or reimbursements for expenses incurred by Buyer in connection with the Property or for improvements created by the Buyer. Buyer shall not damage, impair or change the condition of the Property. Buyer shall maintain the Property in accordance with all federal, State and local laws. Notwithstanding anything herein to the contrary, if Seller purchases the Property from Buyer in accordance with this Section 17, then Seller shall also indemnify, hold harmless and defend Buyer, its shareholders, affiliates, members, officers, employees, representatives and agents of Buyer from all liability, claims, demands, actions (whether in contract or tort, including injury, death at any time, or property damage), costs and financial loss, including all expenses and fees of litigation and arbitration that derive directly or indirectly from any claims relating in any way to the condition of the Property, to the extent that such claims have not occurred as a result of actions of Buyer.

17.6 Buyer shall convey title to the Property in the same condition as at Close of Escrow. The condition of title shall be evidenced by a CLTA policy of title insurance provided at the time of purchase at Buyer's expense.

17.7 The rights of Buyer under this Section 17 may be exercised only with respect to the entire Property. Seller cannot be required to buy back only the 10-acre site or only the 4-acre site.

17.8 Subject to the terms and provisions of Section 17.5, Buyer agrees to indemnify, hold harmless and defend Seller, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from the participation by the Seller in making and/or carrying out the agreements contained in this Section 17.

17.9 The purchase described in this Section 17 shall be accomplished through an escrow with Escrow Holder. Buyer will pay all costs incurred in connection with such escrow. The parties will execute such deeds, documents, and instructions as are required to accomplish the purchase.

17.10 Seller presently maintains on the 10-acre property a deep water well and a

maintenance yard. Buyer shall grant to Seller, for \$1.00, a license in substantially the same form as the license attached hereto as Exhibit C, pursuant to which Seller shall have the right to maintain and access such facilities until the date on which Buyer obtains the Entitlements. No later than sixty (60) days after the date on which Buyer obtains the Entitlements, Seller shall remove, at its sole cost and expense, any and all fixtures, improvements and personal property located on the Property and used in conjunction with such facilities.

18. Default.

18.1 Events of Default. The occurrence of any one or more of the following events before the Close of Escrow shall constitute a Default by a party under this Agreement:

18.1.1 Notice/Cure Period. The failure of the party to perform any material obligation contained in this Agreement on its part to be performed if the failure should continue uncured for a period of fifteen (15) days after written notice is given to the party of the occurrence of the failure; provided, however, that the failure shall not be deemed to have occurred if the failure is of a nature that reasonably requires more than fifteen (15) days to cure, is capable of being cured fully before the Close of Escrow and the party is proceeding continuously and diligently to cure the failure and does cure the failure before Close of Escrow;

18.1.2 Representation/Warranty. Any representation or warranty made by the party in this Agreement proves to have been materially incorrect as of the date made or as of any other date on which the representation and warranty was required by the terms of this Agreement to be true;

18.1.3 Relief of Debtors. Institution by the party of proceedings under any law of the United States or of any state or foreign jurisdiction for the relief of debtors;

18.1.4 General Assignment. A general assignment by the party for the benefit of creditors or the filing of a voluntary petition in bankruptcy;

18.1.5 Bankruptcy. The filing of an involuntary petition in bankruptcy against the party by the creditors of such party, such petition remaining undischarged for a period of thirty (30) days after the date the same was filed (or to the date of Close of Escrow if such date occurs before the expiration of the thirty (30) day period);

18.1.6 Receiver. The appointment of a receiver to take possession of any of the assets of the party, such receivership remaining undischarged for a period of thirty (30) days from the date of its appointment (or to the date of Close of Escrow if such date occurs before the expiration of the thirty (30) day period); or

18.1.7 Attachment. The attachment, execution or other judicial seizure of the party's interest in this Agreement (and, in the case of Seller, in the Property), such attachment, execution or seizure being in an amount not less than Fifty Thousand Dollars (\$50,000) and remaining undismissed or undischarged for a period of thirty (30) days after the levy of the attachment, execution or seizure (or to the date of Close of Escrow if such date occurs before the expiration of the thirty (30) day period).

**18.2 DEFAULT BY BUYER.** SELLER AND BUYER AGREE THAT THE AMOUNT OF DAMAGES TO SELLER IN THE CASE OF BUYER'S MATERIAL DEFAULT ON OR BEFORE THE DATE OF CLOSE OF ESCROW SET FORTH IN SECTION 8.2 [ENTITLED "CLOSE OF ESCROW"] WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX. THEREFORE, BUYER AND SELLER AGREE THAT IF BUYER MATERIALLY DEFAULTS UNDER THIS AGREEMENT ON OR BEFORE THE DATE OF CLOSE OF ESCROW:

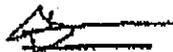
**18.2.1 TERMINATION.** THIS AGREEMENT, ESCROW AND THE RIGHTS AND OBLIGATIONS OF BUYER AND SELLER UNDER THIS AGREEMENT SHALL TERMINATE, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

**18.2.2 LIQUIDATED DAMAGES.** SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER (MEANING SELLER HEREBY WAIVES, AMONG OTHER THINGS, THE RIGHTS TO SEEK SPECIFIC PERFORMANCE OF THE AGREEMENT AND TO RECEIVE DAMAGES), THE AMOUNT OF THE DEPOSIT (PLUS ANY INTEREST ACCRUED THEREON) DEPOSITED INTO ESCROW BY BUYER PURSUANT TO AND AS PROVIDED IN SECTION 5 [ENTITLED "PAYMENT OF PURCHASE PRICE"]. BUYER AND SELLER AGREE THAT THE FOREGOING AMOUNT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN THE EVENT OF A MATERIAL DEFAULT BY BUYER UNDER THIS AGREEMENT.

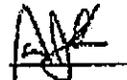
**18.2.3 RETURN OF FUNDS/DOCUMENTS.** SUBJECT TO THE FOREGOING PROVISIONS, ESCROW HOLDER IS INSTRUCTED PROMPTLY TO RETURN TO BUYER AND SELLER ALL REMAINING FUNDS AND DOCUMENTS DEPOSITED BY THEM, RESPECTIVELY, INTO ESCROW WHICH ARE HELD BY ESCROW HOLDER ON THE DATE OF TERMINATION (LESS IN BUYER'S CASE, HOWEVER, THE AMOUNT OF ANY CANCELLATION AND OTHER CHARGES REQUIRED TO BE PAID BY AND TO ESCROW HOLDER AND THE TITLE COMPANY, FOR WHICH CHARGES BUYER SHALL BE RESPONSIBLE).

SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS SECTION 18.2 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

SELLER:



BUYER:



**18.3 Default by Seller.** If Seller shall materially Default under any of the terms of this Agreement before the date of Close of Escrow set forth in Section 8.2 [entitled "Close of Escrow"], Buyer shall have all rights and remedies which it may have at law or in equity, including, without limitation, the right (i) to seek specific performance of this Agreement, or (ii) to terminate this Agreement by giving written notice of such termination to Seller and Escrow Holder, and to seek damages at law, provided, however, that the amount of damages to which Buyer shall be entitled in any claim, action or proceeding of any nature for damages shall not exceed \$500,000. Upon the giving of such termination notice:

18.3.1 Termination. This Agreement, Escrow and the rights and obligations of Buyer and Seller under this Agreement shall terminate, except for Buyer's rights and remedies and as otherwise provided in this Agreement.

18.3.2 Return of Funds/Documents. Escrow Holder is instructed promptly to return to Buyer the Deposits (plus any interest accrued thereon) and to return to Buyer and Seller all other funds and documents deposited by them, respectively, into Escrow which are held by Escrow Holder on the date of termination (less in Seller's case, however, the amount of any cancellation and other charges required to be paid by and to Escrow Holder and the Title Company, for which charges Seller shall be responsible).

19. General Provisions.

19.1 Legal Fees. In the event of the bringing of any action or suit by either party against the other party by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party all costs and expenses of suit, including reasonable attorneys' fees (or, in the event of any action to enforce this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses of the action, including reasonable attorney's fees), as determined by a court of competent jurisdiction.

19.2 Notices. All notices or other communication provided for under this Agreement shall be in writing, and shall be delivered personally, sent by reputable overnight mail equivalent carrier, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the person to receive such notice or communication at the following address and shall be effective upon receipt or refusal to accept delivery:

To Seller:

To Buyer:

City of Oxnard  
300 West Third Street, Suite 302  
Oxnard, CA 93030  
Attn: Michael More, Financial Services Manager  
(805) 385-7480

with copies to:

City of Oxnard  
300 West Third Street, Suite 300  
Oxnard, CA 93030  
Attn: Alan Holmberg, Assistant City Attorney  
(805) 385-7427

Escrow Holder

First American Title Insurance Company  
520 North Central Ave., 8<sup>th</sup> Floor  
Glendale, California 91203  
Telephone (818) 550-2521  
Attn: Barbara Laffer

Notice of change of address shall be given by written notice in the manner set forth in this Section.

19.3 Survival. All of the covenants, representations, warranties and indemnities set forth in this Agreement shall survive the Close of Escrow, the delivery of the Grant Deed and any inspection by the parties. Where the context shall require, the provisions of this Agreement shall survive the termination of this Agreement prior to the Close of Escrow.

19.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns; provided, however, prior to the Close of Escrow, neither party to this Agreement shall assign or transfer this Agreement or the Property, or any interest, right or obligation in this Agreement or the Property, without the prior written consent of the other party and any such assignment or transfer without such written consent shall be null and void; except that Buyer may, at any time prior to the Close of Escrow and upon prior written notice to Seller, assign its right, title, and interest in this Agreement to an Affiliate of Buyer or to any entity in which Buyer or an Affiliate of Buyer has an equity interest without the consent of Seller, and upon the Close of Escrow, Buyer shall be relieved of any further obligation under this Agreement or under any document or instrument executed pursuant hereto.

19.5 Required Actions of Buyer and Seller. Buyer and Seller agree to execute all instruments and documents and to take all actions as may be required in order to consummate the transactions contemplated by this Agreement and shall use their reasonable efforts to accomplish the Close of Escrow in accordance with the provisions of this Agreement.

19.6 Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, understandings or negotiations. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Seller and Buyer.

19.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

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

19.9 Severability. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of this Agreement shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

19.10 Headings. Headings at the beginning of each section and are solely for convenience of reference and are not a part of this Agreement.

19.11 Construction. Whenever the context of this Agreement requires the same, the singular shall include the plural and the masculine, feminine and neuter shall include the others. Without limitation, any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any number of the relevant class. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits are incorporated in this Agreement by reference. The term "Agreement" includes such exhibits (as exhibits and, if appropriate, as subsequently executed agreements and instruments). If the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. Any reference in this Agreement to an agreement or other instrument shall mean such agreement or instrument as it may from time to time be supplemented, modified, amended and extended in accordance with the terms of this Agreement. This Agreement is executed and delivered in the State of California and shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The headings of sections in this Agreement are for convenience, and shall not be used in interpretation of this Agreement.

19.12 No Waiver. No waiver by a party of any Default by the other party under this Agreement shall be implied from any omission or delay by the nondefaulting party to take action on account of the Default if the Default persists or is repeated. Any waiver of any covenant, term or condition contained in this Agreement must be in writing. Any such express written waiver shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition, nor shall it affect any Default other than the Default expressly made the subject of the waiver. Any such express waiver shall be operative only for the time and to the extent stated in the waiver. The consent or approval by a party to or of any act by the other party shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent act.

19.13 Police Power, Regulatory Authority. This Agreement is entered into by the City in its proprietary capacity. Nothing in this Agreement is intended to preempt, influence or affect in any way the City's rights and duties as a governmental and legislative body. Nothing in this Agreement limits the City in the exercise of its adjudicatory, regulatory, or police powers. The City may and will make decisions concerning land use associated with the project contemplated by this Agreement independent of, and without regard to, any of the provisions of this Agreement.

19.14 Relationship Between Parties. Seller and Buyer agree that (a) the relationship between them is, is intended to be and shall at all times remain, in connection with the transactions contemplated by this Agreement, that of Seller and purchaser and (b) neither party is, is intended to be or shall be construed as a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the other party or any of its Affiliates and neither party intends to ever assume such status.

19.15 Third Parties Not Benefited. This Agreement is made for the purpose of defining and setting forth certain rights and obligations of Buyer and Seller. It is made for the sole protection of Buyer and Seller, and Buyer's and Seller's heirs, executors, administrators, successors and assigns. No other Person shall have any rights of any nature under or by reason of this Agreement.

19.16 Minor Modifications, Implementation. The City Manager is authorized to sign modifications to this Agreement and documents to implement in its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way.

19.17 Tax-Deferred Exchange. Each party shall reasonably cooperate with the other if such other party elects to either acquire the Property or convey the Property in connection with a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (a) either party's election to effect a tax-deferred exchange shall not create any additional conditions to the Close of Escrow or extend the Closing Date; and (b) Seller shall not be obligated in any event to take or receive title to any other real property in connection with such exchange. Any such exchange shall be accomplished by supplemental instructions, exchange documents and exchange accommodator, if any, reasonably acceptable to both parties. The party electing to enter into a tax-deferred exchange shall bear all costs in connection therewith and indemnify and hold the other party harmless from and against any and all liens, claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out of or relating to the cooperating party's participation in the tax-deferred exchange contemplated in this Section 19.17. The Close of Escrow shall not be conditioned on the closing of any proposed tax-deferred exchange, and if such proposed tax-deferred exchange is not in a position to close concurrently with the Close of Escrow, Buyer and Seller shall nevertheless be obligated to complete the purchase and sale of the Property on the Closing Date on the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

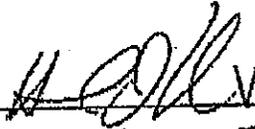
[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

Buyer:

CASDEN OXNARD, LLC

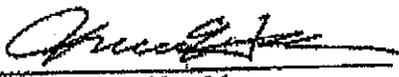
by CASDEN PROPERTIES, LLC

By: 

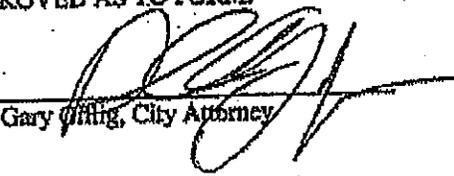
Print Name: HOWARD J. KATZ

Seller:

CITY OF OXNARD

By:   
Thomas E. Holden, Mayor

APPROVED AS TO FORM:

By:   
Gary Gilling, City Attorney

Accepted and agreed to this 6th day of December, 2006.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
BARBARA CARTER

## **EXHIBIT A**

### **4.68 Acre Parcel**

A portion of Subdivision 7 of the Rancho el Rio de Santa Clara o' la Colonia in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott, et al., Pliffs., vs. Rafael Gonzales, et al., Defts." described as follows:

Lots 36 and 32 of Tract No. 5032, per map filed in Book 145, Pages 7 through 12, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

### **9.54 Acre Parcel**

A portion of Subdivision 7 of the Rancho el Rio de Santa Clara o' la Colonia in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the office of the County Clerk of said County in that certain action entitled "Thomas A. Scott, et al., Pliffs., vs. Rafael Gonzales, et al., Defts." described as follows:

Lot 43 of Tract No. 5032, per map filed in Book 145, Pages 7 through 12, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

**EXHIBIT B**

**VINEYARD AVENUE SITE**

**[Attached]**

EXHIBIT B

LEGAL DESCRIPTION

A PART OF SUBDIVISION 7 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, PARTLY IN THE CITY OF OXNARD, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLAINTIFFS VS RAFAEL GONZALES, ET AL., DEFENDANTS."; SAID REAL PROPERTY PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF VENTURA ROAD, 60 FEET WIDE, AS SHOWN ON SAID MAP AT THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED TO CITY OF OXNARD, RECORDED JANUARY 21, 1966 AS INSTRUMENT NO. 3970, IN BOOK 2932, PAGE 7 OF OFFICIAL RECORDS; THENCE ALONG WESTERLY LINE OF VENTURA ROAD,

- 1ST: SOUTH 2781.48 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF TRACT 1890-1, AS PER MAP RECORDED IN BOOK 46, PAGE 47 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 1809-1 AND ITS WESTERLY PROLONGATION,
- 2ND: SOUTH 89° 57' 11" WEST 1459.44 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ARTHUR CONNALLY DATED DECEMBER 1, 1886 AND RECORDED IN BOOK 19, PAGE 120 OF DEEDS; THENCE ALONG SAID EASTERLY LINE TO AND ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF OXNARD RECORDED MAY 27, 1968, AS INSTRUMENT NO. 26341, IN BOOK 3309, PAGE 522 OF OFFICIAL RECORDS.
- 3RD: NORTH 1845.00 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE HEREINBEFORE FIRST MENTIONED LAND OF THE CITY OF OXNARD; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND,
- 4TH: NORTH 58° 47' 27" EAST 1726.31 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF VINEYARD AVENUE, AS SET FORTH IN INSTRUMENT RECORDED NOVEMBER 10, 1983, AS INSTRUMENT NO. 128420 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION AS GRANTED TO THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, IN DEED RECORDED DECEMBER 18, 1985 AS INSTRUMENT NO. 144776 OF OFFICIAL RECORDS.

ALSO EXCEPT ALL OILS AND MINERALS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND WITHOUT THE RIGHT TO ENTER UPON THE SURFACE THEREOF, AS RESERVED BY IDA E. SWIFT, TRUSTEE OF THE IDA E. SWIFT TRUST DATED AUGUST 6, 1970 RECORDED APRIL 20, 1979, AS INSTRUMENT NO. 40494 OF OFFICIAL RECORDS.

ALSO EXCEPT ANY REMAINING PORTION OF MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE ABOVE DESCRIBED LAND, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY, AS RESERVED IN DEED RECORDED SEPTEMBER 27, 1985, AS INSTRUMENT NO. 107658 OF OFFICIAL RECORDS.

## EXHIBIT C

Agreement No.

### LICENSE AGREEMENT

This License Agreement ("License") is entered into effective this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Oxnard ("Licensee") and \_\_\_\_\_ ("Licensor").

WHEREAS, the Licensor owns the property shown on the attached Exhibit A (the "Property"); and

WHEREAS, Licensee owns and operates certain facilities on the Property used for maintenance and a deep water well; and

WHEREAS, Licensee desires to continue its operation of the facilities (the "Activity") for the time stated herein; and

WHEREAS, Licensor desires to make the Property available to Licensee to conduct the Activity as set forth below.

NOW, THEREFORE, Licensee and Licensor agree:

#### License Granted.

- A. On the conditions contained in this License, Licensor grants to Licensee a license to conduct the Activity on the Property.
  - B. The fee for this License is \$1.00, receipt of which is acknowledged.
2. Maintenance. In consideration for this License, Licensee shall at all times:
- 1) Cooperate with Licensor as requested and appropriate to coordinate the Activity with other uses of the Property.  
  
Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.  
  
Not change the condition of Property from its condition as of the date of this License.
3. Term of License. The term of this License shall begin on January 10, 2007, and shall terminate as provided for herein.

4. Termination. This License may be terminated on 30 days notice by Licensor by notifying Licensee in writing that Licensor has obtained Entitlements for the Property as provided in that certain Purchase and Sale Agreement dated \_\_\_\_\_ between Licensor and Licensee.

5. Permits, Licenses and Certificates. Licensor, at Licensor's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

6 Indemnity by Licensee.

- A. Licensee agrees to indemnify, hold harmless and defend the Licensor from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this License and/or the Activity, and any other acts or omissions with respect to the Property by Licensee or its agents, employees, or other persons acting on Licensee's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Licensee or its agents, employees or other persons acting on Licensee's behalf would be held strictly liable.
- B. Licensee's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Licensee is obligated to indemnify and hold harmless.

7. Insurance. Licensee is self-insured under California law.

8. Governing Law. The construction and interpretation of this License and the right and duties of the Licensee and Licensor hereunder shall be governed by the laws of the State of California.

9. Compliance with laws. Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the Property.

10. Notices.

- A. Any notices to Licensee may be delivered by mail addressed to City Manager's Office, 300 W. Third Street, Fourth Floor, Oxnard, California 93030, with a copy to: City Attorney's Office, Attention: Alan Holmberg, 300 W. Third Street, Suite 300, Oxnard, California 93030.

B. Any notice to Licensor may be delivered by mail addressed to: Howard J. Katz, Vice President, Community Development Casden Properties, LLC, 9090 Wilshire Blvd., Beverly Hills, CA 90211.

11. Assignment. Licensee may not delegate its rights or duties under this License without the written consent of Licensor, which consent may not be unreasonably withheld for any reason.

12. Successors and Assigns. This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Licensee and Licensor, for the benefit of the Property.

13. Amendment. This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensor.

14. Entire Agreement. This License constitutes the entire agreement of the Licensee and Licensor regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO LICENSE AGREEMENT]

CITY OF OXNARD

CASDEN OXNARD, LLC  
By Casden Properties, LLC

EXHIBIT  
Edmund F. Sotelo, City Manager

By: EXHIBIT

APPROVED AS TO FORM:

EXHIBIT  
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

EXHIBIT  
Mike More, Risk Manager

APPROVED AS TO CONTENT:

EXHIBIT  
Michael Henderson,  
Deputy Public Works Director

**FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Addendum") is made as of the 21st day of December, 2006, by and between Casden Oxnard, LLC, a Delaware limited liability company ("Buyer"), and The City of Oxnard ("Seller").

Recitals

A. Seller and Buyer entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of November 28, 2006 (the "Original Agreement"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Original Agreement.

B. On December 5, 2006, under the Original Agreement, Escrow Holder opened Escrow No. NCS 244155-LA1, and Buyer deposited the Deposit with Escrow Holder.

C. Pursuant to Section 8.3.3 of the Original Agreement, on December 18, 2006, Buyer delivered Buyer's Notice to Seller, containing its disapproval of certain Title Exceptions and Survey items, relating to a portion of the Property.

D. Seller and Buyer now desire to amend and modify the Original Agreement to i) correct an inadvertent error which should have identified the 4-acre site as including Lots 34 and 36 (and not Lot 32), (ii) acknowledge that Buyer has not received a Title Report for Lot 34 resulting from this inadvertent error, (iii) extend the date by which Buyer must review and approve title and survey, (iv) amend the definition of Entitlements, and (v) correct the notice provision.

E. NOW, THEREFORE, Seller and Buyer agree that the Original Agreement is hereby modified as follows:

1. The definition for the word "Entitlements" set forth in Section 1 is hereby deleted in its entirety and replaced with the following:

"Entitlements" means approval of a general and specific plan amendment, environmental impact report certification, approvals and other entitlements, including but not limited to: 1) the Tentative Map (but not the Final Map) necessary to develop the Property and Buyer's Vineyard Avenue site, which is described on Exhibit B, as well as such entitlements as may be necessary and required to permit the development of (i) the 10-acre site and the 4-acre site as provided and described herein, and (ii) the Buyer's original Vineyard Avenue site with 161 residential units; 2) elimination to the Buyer's satisfaction of certain access and surface entry rights established in favor of Cambrian Energy Systems, as reflected in Exception 22 of the Lot 43 PTR and more particularly described in Buyer's Notice delivered December 18, 2006 as item 10; and 3) creation of a recorded easement or such other right satisfactory to Buyer, evidencing of record, the current encroachment of the flood control channel and access road, presumably in favor of the Ventura County Flood Control District, as reflected in

Exception 22 of the Lot 43 PTR and more particularly described in Buyer's Notice delivered December 18, 2006 as item 12a."

2. The second (2nd) sentence of Section 8.3.3 is hereby deleted in its entirety and a new second (2nd) sentence is added as follows: "On or before December 22, 2006, Seller shall cause the Title Company to prepare and deliver to Buyer a current preliminary title report with respect to the Property (including Lot 34) prepared on the basis that an ALTA Extended Coverage Owner's Policy of Title Insurance will be issued ("Title Report") including legible copies of all documents and a plot of all easements reflected as exceptions in such Title Report."

3. The fifth (5th) sentence of Section 8.3.3 is hereby deleted in its entirety and a new 5th sentence is added as follows: "Buyer shall have through December 27, 2006 ("Buyer's Notice Date") within which to give Seller and Escrow Holder an amended written notice ("Buyer's Notice") of Buyer's disapproval of any exceptions to title shown in the Title Report or items disclosed in the Survey."

4. The eighth (8th) sentence of Section 8.3.3 is hereby deleted in its entirety and a new 8th sentence is added as follows: "In the event of Buyer's disapproval of any of the Title Exceptions as set forth in Buyer's Notice, then Seller shall, no later than January 3, 2007 (Seller's Notice Date), give Buyer written notice ("Seller's Notice") of any disapproved Title Exceptions which Seller will attempt to eliminate from Buyer's Title Policy and as exceptions to title to the Property."

5. The addresses for Buyer and Seller set forth in Section 19.2 are hereby deleted in their entirety and the following new addresses are added as follows:

To Seller: City of Oxnard  
300 West Third Street, Suite 302,  
Oxnard, CA 93030  
Attn: Michael More, Financial Services Manager  
(805) 385-7480

With a copy to: City of Oxnard  
300 West Third Street, Suite 300,  
Oxnard, CA 93030  
Attn: Alan Holmberg, Assistant City Attorney  
(805) 385-7427

To Buyer: Casden Oxnard, LLC  
9090 Wilshire Boulevard  
Beverly Hills, CA 90211  
Attention: Legal Department  
(310) 385-3057

6. The first line of the second paragraph of the legal description of the 4-acre site identified as the 4.68 Acre Parcel on Exhibit A shall be deleted and replaced in its entirety as follows: "Lots 36 and 34 of Tract No. 5032, per map filed in Book 145, Pages 7 through 12, inclusive, of...."

7. Upon receipt of this Addendum executed by Seller and Buyer, Escrow Holder will execute this Addendum and return fully executed counterparts to the parties hereto.

8. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

9. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

"BUYER": CASDEN OXNARD, LLC,  
a Delaware limited liability company

By: Casden Properties, LLC,  
a Delaware limited liability company,  
its sole member

By: [Signature]  
Name: ROBERT J. HILDEBRAND  
Its: PRESIDENT

"SELLER": CITY OF OXNARD

By: \_\_\_\_\_  
Edmund F. Sotelo, City Manager

"ESCROW HOLDER": FIRST AMERICAN TITLE INSURANCE COMPANY

By: [Signature]  
Name: BARBARA CHICKER  
Its: ESCROW OFFICER

Approved as to Form:

By: \_\_\_\_\_  
Alan Holmberg,  
Assistant City Attorney, City of Oxnard

8. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

9. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

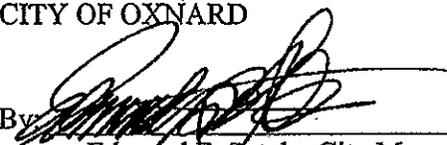
IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

**"BUYER":** CASDEN OXNARD, LLC,  
a Delaware limited liability company

By: Casden Properties, LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

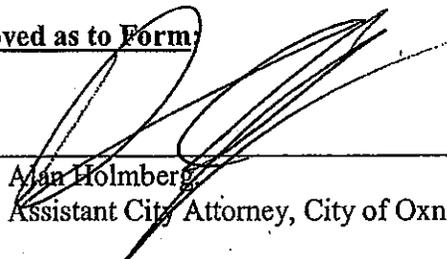
**"SELLER":** CITY OF OXNARD

By:   
Edmund R. Sotelo, City Manager

**"ESCROW HOLDER":** FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form

By:   
Alan Holmberg,  
Assistant City Attorney, City of Oxnard

**SECOND ADDENDUM TO PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS SECOND ADDENDUM TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Addendum") is made as of the 9th day of January, 2007, by and between Casden Oxnard, LLC, a Delaware limited liability company ("Buyer"), and The City of Oxnard ("Seller").

Recitals

A. Seller and Buyer entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of November 28, 2006, as modified by a First Addendum to Purchase and Sale Agreement and Escrow Instructions dated December 21, 2006 (as so amended, the "Original Agreement"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Original Agreement.

B. Seller and Buyer now desire to amend and modify the Original Agreement to, among other things, further amend the definition of Entitlements.

C. NOW, THEREFORE, Seller and Buyer agree that the Original Agreement is hereby modified as follows:

1. The definition for the word "Entitlements" set forth in Section 1 is hereby deleted in its entirety and replaced with the following:

"Entitlements" means approval of a general and specific plan amendment, environmental impact report certification, approvals and other entitlements, including but not limited to:

- 1) the Tentative Map (but not the Final Map) necessary to develop the Property and Buyer's Vineyard Avenue site, which is described on Exhibit B, as well as such entitlements as may be necessary and required to permit the development of (i) the 10-acre site and the 4-acre site as provided and described herein, and (ii) the Buyer's original Vineyard Avenue site with 161 residential units;
- 2) elimination to the Buyer's satisfaction of certain access, surface entry and all other rights established in favor of Cambrian Energy Systems, whether or not reflected in Exception 13 of the Title Report dated December 13, 2006 and more particularly described in Buyer's Notice delivered December 27, 2006 as item A.12.;
- 3) creation of a recorded easement or such other right satisfactory to Buyer, evidencing of record, the current encroachment of the flood control channel and access road, presumably in favor of the Ventura County Flood Control District, as reflected in Exception 22 of the initial Title Report for the 10-acre site or as reflected in Buyer's Notice delivered December 27, 2006 as item B.1.b.(i);

- 4) the irrevocable termination, to Buyer's satisfaction and at an expense acceptable to Buyer in Buyer's sole discretion, of the following instruments, as well as all easements, benefits and rights held by Southern California Edison Company and any other person arising thereunder: (i) document recorded March 21, 1975 in Book 4382, Page 579 of Official Records of the County of Ventura, California, and (ii) document recorded October 12, 1984 as Instrument No. 84-115744 of Official Records of the County of Ventura, California; and
- 5) the removal or relocation, to Buyer's satisfaction and at an expense acceptable to Buyer in Buyer's sole discretion, of (i) those underground gas lines (presumably owned by Sempra Energy) located on the 10-acre site, one of which runs parallel to the eastern border of the 10-acre site as indicated on that certain ALTA/ACSM Survey prepared by HMK Engineering, Inc. for Lot 43 under Work Order 06 732, a copy of which is attached hereto as Exhibit A ("Lot 43 Survey"), and (ii) the right-of-way located near the northerly boundary of the 10-acre site and is captioned on the Lot 43 Survey as "Sempra Energy Right of Way Per Sempra Map".

2. At the Close of Escrow, Seller shall, pursuant to an instrument and upon terms and conditions mutually acceptable to Buyer and Seller, be permitted to reserve, from its conveyance of the Property to Buyer, an easement along the southerly boundary of the 10-acre site solely for drainage purposes. The proposed metes and bounds description of such easement is as set forth on Exhibit B hereto.

3. Upon receipt of this Addendum executed by Seller and Buyer, Escrow Holder will execute this Addendum and return fully executed counterparts to the parties hereto.

4. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

5. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

*The signature page follows this page.*

8. Except as amended hereby, the terms and provisions of the Original Agreement remain unmodified, and are ratified and confirmed.

9. This Addendum may be executed in any number of counterparts, each of which will be an original, but all of the counterparts together will constitute one and the same instrument. This Addendum may be executed by facsimile signature. The signature page of any counterpart may be detached without impairing the legal effect of the signature(s) provided that the signature page is attached to any other identical counterpart.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

"BUYER": CASDEN OXNARD, LLC,  
a Delaware limited liability company

By: Casden Properties, LLC,  
a Delaware limited liability company,  
its sole member

By: [Signature]  
Name: ROBERT J. HILDEBRAND  
Its: President

"SELLER": CITY OF OXNARD

By: \_\_\_\_\_  
Edmund F. Sotelo, City Manager

"ESCROW HOLDER": FIRST AMERICAN TITLE INSURANCE COMPANY

By: [Signature]  
Name: TRAVIS A. CARVER  
Its: Escrow Officer

Approved as to Form:

By: \_\_\_\_\_  
Alan Halmberg,  
Assistant City Attorney, City of Oxnard

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

**"BUYER":** CASDEN OXNARD, LLC,  
a Delaware limited liability company

By: Casden Properties, LLC,  
a Delaware limited liability company,  
its sole member

By: *Daniel J. Hubbard*  
Name: Daniel J. Hubbard  
Its: Chief Financial Officer

**"SELLER":** CITY OF OXNARD

By: \_\_\_\_\_  
Edmund F. Sotelo, City Manager

**"ESCROW HOLDER":** FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Alan Holmberg,  
Assistant City Attorney, City of Oxnard

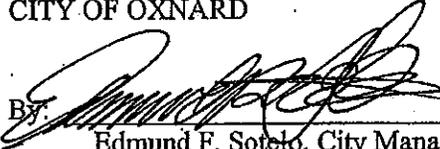
IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed as of the day and year first above written.

**"BUYER":** CASDEN OXNARD, LLC,  
a Delaware limited liability company

By: Casden Properties, LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**"SELLER":** CITY OF OXNARD

By:   
Edmund F. Sotelo, City Manager

**"ESCROW HOLDER":** FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form:

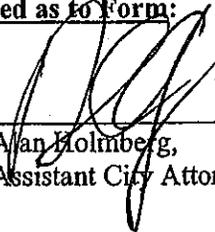
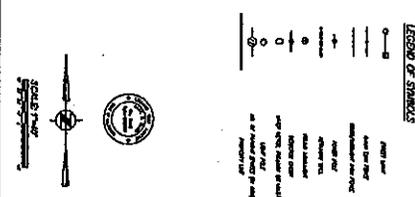
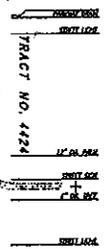
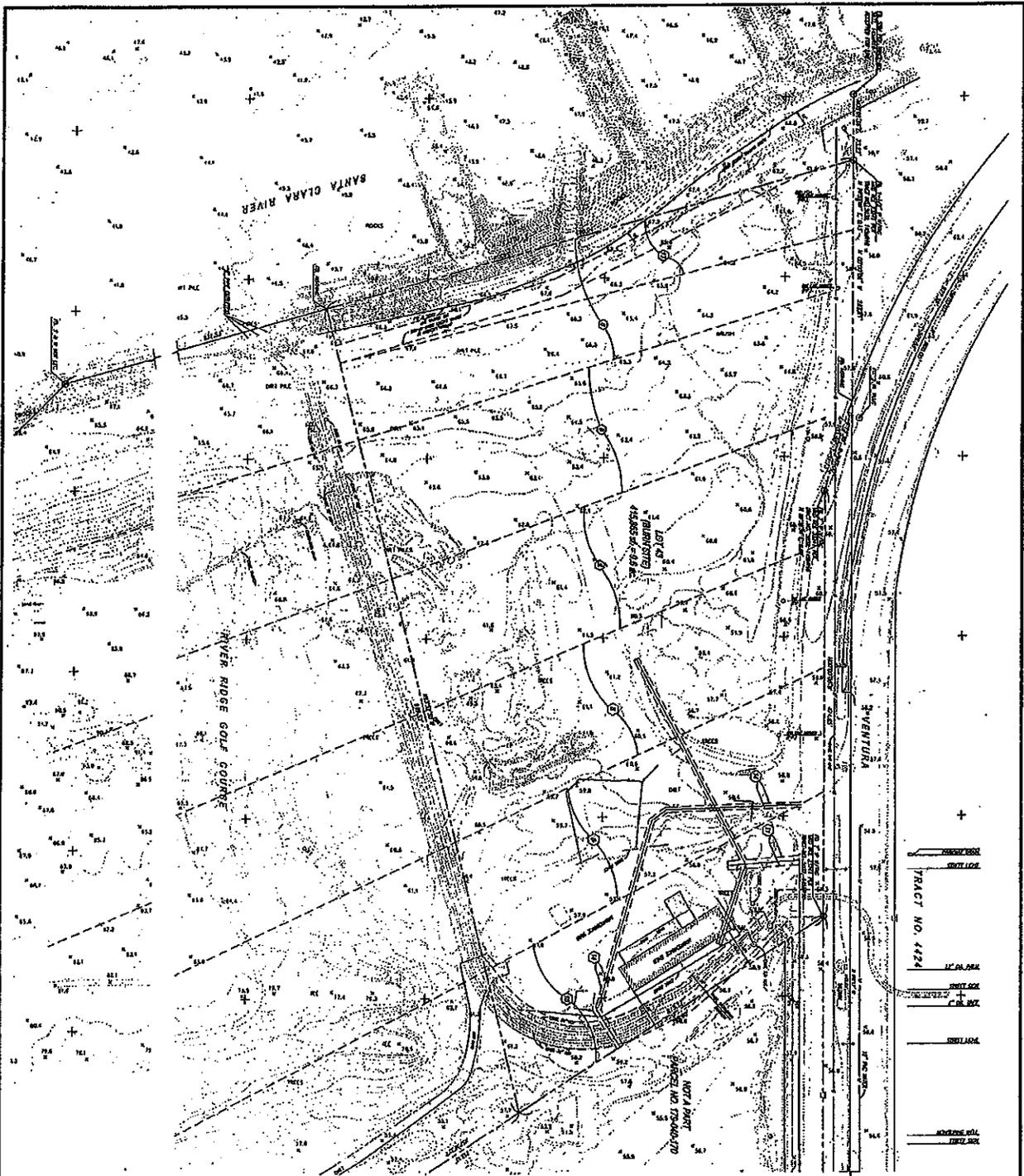
By:   
Alan Holmberg,  
Assistant City Attorney, City of Oxnard

Exhibit A

Lot 43 Survey

(attached)



**HMK**  
 ENGINEERING  
 INC.  
 CIVIL ENGINEERS PLANNERS LAND SURVEYORS  
 24007 VENTURA BLVD., SUITE 102  
 CALABASAS, CA 91302 PHONE (818) 222-0301

PREPARED FOR:  
 CASDEN OXNARD, LLC  
 5090 WILSHIRE BLVD., THIRD FLOOR  
 BEVERLY HILLS, CA 90211  
 (310) 274-5553

FILED:  
 ALTA SURVEY  
 VINEYARD AVENUE / VENTURA ROAD  
 LOT 43 (BURN SITE)  
 CITY OF OXNARD, CA  
 SHEET 2 OF 2 SHEETS  
 W.C.O. 04.732

NO.	REVISION	DATE

Exhibit B

Proposed Legal Description of Drainage Easement

An easement for storm drain purposes, 30 feet wide, within Lot 43 of Tract No. 5032 in the City of Oxnard as per map filed in Book 145 of Miscellaneous Records (Maps) at Pages 7 through 12, inclusive, in the office of the County Recorder of Ventura County, California, the centerline of which is more particularly described as follows:

BEGINNING at a point on the Easterly line of said Lot 43, from which the Southeasterly corner thereof bears South 00°00'17" East, 15.00 feet; thence

1st: South 89°58'52" West, 42.45 feet; thence

2nd: South 42°41'32" West, 62.39 feet; thence

3rd: South 49°17'52" West, 87.64 feet; thence

4th: South 63°02'04" West, 60.44 feet to the beginning of a tangent curve, having a radius of 131.00 feet; thence

5th: Northwesterly along said curve, through a central angle of 78°30'36", an arc distance of 179.50 feet to the Westerly line of said Lot 43.

The sidelines of said easement shall be prolonged or foreshortened so as to terminate at the boundaries of said Lot 43.

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS

This Second Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") entered effective as of January 31, 2008, amends that Purchase and Sale Agreement and Escrow Instructions ("Agreement") entered effective as of November 28, 2006, between Casden Oxnard, LLC ("Buyer") and the City of Oxnard ("Seller"). All initially capitalized terms in this Second Amendment have the same meaning as the same terms in the Agreement. The Agreement previously has been amended by an Addendum to Purchase and Sale Agreement and Escrow Instructions ("Addendum") entered as of the 21<sup>st</sup> day of December 2006.

1. Section 17.1 of the Agreement provides in part:

"...Buyer will apply for and diligently pursue the entitlements...."

Buyer and Seller agree that Buyer to date has diligently pursued the entitlements as of the date of this Second Amendment.

2. Section 17.2 of the Agreement provides:

"Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17."

Section 17.3 of the Agreement presently provides:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) March 14, 2008 or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

3. Buyer and Seller wish to amend, and by this Second Amendment do hereby amend in its entirety Section 17.3 of the Agreement so that Section 17.3 of the Agreement shall read as follows:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) June 16, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

4. Section 19.6 of the Agreement provides:

"The City Manager is authorized to sign modifications to this Agreement and documents to implement in [sic] its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way."

Seller's City Attorney has determined and by executing approval as to the form of this Agreement opines that the modification provided by this Second Amendment does not change the provisions of the Agreement in a material way, but rather allows the parties an additional time period to implement the Agreement.

5. Except as amended by this Second Amendment, the Agreement as amended by the Addendum remains in full force and effect.

"BUYER":

CASDEN OXNARD, LLC,  
a Delaware limited liability company

By: Casden Properties, LLC,  
a Delaware limited liability company,  
its sole member

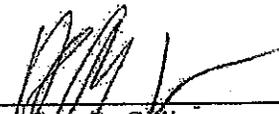
By:   
Name: DAVID J. HUBBARD  
Its: CEO

"SELLER":

CITY OF OXNARD

By:   
Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

By:   
Gary L. Gillig,  
City Attorney, City of Oxnard

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS

This Third Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") entered effective as of May 15, 2008, amends that Purchase and Sale Agreement and Escrow Instructions ("Agreement") entered effective as of November 28, 2006, between Casden Oxnard, LLC ("Buyer") and the City of Oxnard ("Seller"). All initially capitalized terms in this Third Amendment have the same meaning as the same terms in the Agreement. The Agreement previously has been amended by a First Addendum to Purchase and Sale Agreement and Escrow Instructions ("Addendum") entered as of the 21<sup>st</sup> day of December 2006, a Second Addendum to Purchase and Sale Agreement and Escrow Instructions ("Second Addendum") dated as of January 9, 2003, and a Second Amendment to Purchase and Sale Agreement and Escrow Instructions ("Second Amendment") dated as of January 31, 2008. There is no document titled "First Amendment to Purchase and Sale Agreement and Escrow Instructions."

1. Section 17.1 of the Agreement provides in part:

"...Buyer will apply for and diligently pursue the Entitlements...."

Buyer and Seller agree that Buyer to date has diligently pursued the Entitlements as of the date of this Third Amendment.

2. Section 17.2 of the Agreement provides:

"Seller agrees that subject to the terms and provisions of this Section 17, Seller shall be irrevocably obligated to purchase the property from Buyer no later than sixty (60) days after the date on which Buyer provides a written demand to Seller requiring that Seller purchase the Property pursuant to this Section 17."

Section 17.3 of the Agreement as amended by the Second Amendment presently provides:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of whether Buyer does or does not obtain Entitlements, expire on the earlier to occur of (i) June 16, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained."

3. Buyer and Seller wish to amend, and by this Third Amendment do hereby amend in its entirety Section 17.3 of the Agreement so that Section 17.3 of the Agreement shall read as follows:

"The right of Buyer to demand that Seller purchase the Property shall, in any event, regardless of efforts of Buyer to obtain Entitlements, and regardless of

whether Buyer does or does not obtain Entitlements, expire on September 3, 2008, provided, however, that if the City meets the milestones set forth below, such rights shall expire on the earlier to occur of (i) November 14, 2008, or (ii) the date that is thirty (30) days after the date on which the Entitlements have been obtained:

- (a) Release Draft Environmental Impact Report to State Clearinghouse on May 28, 2008, so that
- (b) Environmental Impact Report comment review period ends on Monday, July 14; and
- (c) Review, prepare and print Final Environmental Impact Report on or before August 21, 2008.”

4. Section 19.6 of the Agreement provides:

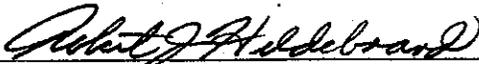
“The City Manager is authorized to sign modifications to this Agreement and documents to implement in [sic] its provisions if and to the extent that the modifications or implementing documents do not, in the opinion of the City Attorney, change the provisions hereof in a material way.”

Seller’s City Attorney has determined, and by executing approval as to the form of this Agreement, opines that the modification provided by this Third Amendment does not change the provisions of the Agreement in a material way, but rather allows the parties an additional time period to implement the Agreement.

5. Except as amended by this Third Amendment, the Agreement as amended by the Addendum remains in full force and effect.

“BUYER”:                   CASDEN OXNARD, LLC,  
                                  a Delaware limited liability company

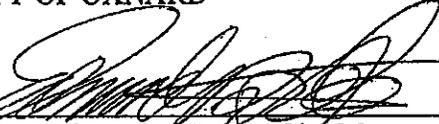
By:     Casden Properties, LLC,  
          a Delaware limited liability company,  
          its sole member

By:   
Name: ROBERT J. HILDEBRAND  
Its: PRESIDENT

**"SELLER":**

**CITY OF OXNARD**

By

  
Edmund F. Sofelo, City Manager

**APPROVED AS TO FORM:**

By:

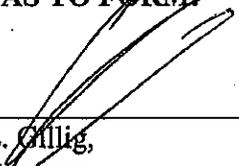
  
Gary L. Gillig,  
City Attorney

EXHIBIT F

FORM OF AGREEMENT TO FUND LANDSCAPE MAINTENANCE

**EXHIBIT F**

RECORDING REQUESTED BY:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE. RECORD  
FOR BENEFIT OF CITY OF OXNARD PURSUANT  
TO SECTION 6103 OF GOVERNMENT CODE.

WHEN RECORDED PLEASE RETURN TO:

City of Oxnard  
305 West Third Street  
Oxnard, CA 93030

A.P.N. # 179-040-170; 179-040-180; 179-040-585, 179-040-625 (“Vineyard-Ventura Homes”)

**AGREEMENT**

THIS AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between, CASDEN OXNARD VINEYARD AVENUE LLC, a Delaware limited liability company, CASDEN OXNARD LLC, a Delaware limited liability company (Casden Oxnard Vineyard Avenue LLC and Casden Oxnard LLC are hereinafter referred to individually and collectively as “Developer”) and the CITY OF OXNARD, a municipal corporation (“City”), with respect to the following facts and circumstances:

**RECITALS**

A. Developer is or intends to become the owner of the property located at the Northwest corner of Vineyard Avenue and Ventura Road, more particularly described as Lots 170, 180, 585, and 625 of Tract No. 070, and as Ventura County Assessor Parcel Numbers 179-040-170, 179-040-180, 179-040-585, and 179-040-625 (“the Property”). A legal description of the property is attached as Exhibit A.

B. Developer desires to construct 201 single-family homes on the approximately 25.5-acre Property (herein the “Project”), and has applied to City for a General Plan Amendment, Specific Plan Amendment, Zone Change, Planned Development Permit, Tentative Tract Map and Development Agreement to do so. This application is presently pending and such application has been designated by City as Application No. PZ 06-620-01 (GPA); PZ 06-570-02 (ZC); PZ 06-540-01 (PD); PZ 06-300-01 (TM).

C. The Project will replace undeveloped land with developed land and will have aesthetic impacts on the City that can be mitigated by adding and maintaining landscaped areas around the Project, including street landscaping (“the Improvements”). Developer will construct the Improvements as part of the Project, at Developer’s own expense. City expects to seek to

form an assessment district to fund the maintenance of the Improvements. In order to induce City to form such an assessment district, Developer has entered into this Agreement.

D. The Property will receive a special benefit from the Improvements. The Improvements will mitigate the aesthetic impacts of the Project by replacing open space and vegetation lost to development with landscaped areas in and around the Project. The Improvements will also make the Project more attractive and enhance property values within the Project.

E. In planning the Project, Developer has anticipated and desires that City, at the time deemed appropriate by City, seek to form an assessment district to fund maintenance of the Improvements. In order to induce City to do so, Developer has entered into this Agreement.

F. City and Developer acknowledge that Article XIII D was added to the Constitution of the State of California by virtue of the passage of State Ballot Proposition 218 and that formation of an assessment district of the type contemplated by this Agreement is governed by Article XIII D.

G. City and Developer intend this Agreement to be consistent with the requirements of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D. The provisions of this Agreement shall be interpreted to conform to this intent.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, City and Developer agree as follows:

1. **Agreement of Developer.** Subject to the provisions of this Agreement, Developer, on behalf of itself and its successors in interest, and in consideration of the agreements of City herein contained, hereby irrevocably agrees as follows:

a. To support and pay the reasonable out of pocket costs for the formation of an assessment district and the imposition of assessments on the Property to fund maintenance of the Improvements by casting a ballot in favor of the formation of such assessment district for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

b. To participate in such district during and after the formation thereof and to cast a ballot in favor of assessments proposed by City for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

c. That the Property will receive a special benefit from the Improvements.

d. That, pursuant to the creation of such district, the assessments to be imposed on the Property shall not exceed the actual reasonable out of pocket cost incurred to

maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard.

e. If City does not form such an assessment district for the Property, to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements, if, when and as directed by City.

f. That before recording the final map for the Project, Developer shall record covenants, conditions and restrictions ("CC&Rs"), in a form satisfactory to the City Attorney, obligating the owners of all or any part of the Property, or a homeowners' or property owners' association on behalf of those owners, to assume responsibility for funding maintenance of the Improvements from and after the date that such an assessment district, after formation, is disestablished or annual assessments therein are suspended, terminated or reduced.

g. That the agreements herein stated be specifically enforceable by City.

2. **Agreement of City.** City agrees that installation and maintenance of the Improvements is desirable, necessary and would benefit the Property and, in consideration of the agreements of Developer herein contained, irrevocably agrees as follows:

a. When City deems it appropriate or necessary to do so, City shall seek to form an assessment district to fund the actual reasonable out of pocket cost incurred to maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard. If City does not deem the formation of such an assessment district to be appropriate or necessary, City shall have the right to direct Developer to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements.

b. Notwithstanding the agreement of Developer hereunder to support the formation of an assessment district to fund maintenance of the Improvements, Developer and its successors in interest shall retain the right to challenge the amount of any proposed assessment against the Property on the basis that such assessment (1) does not accurately reflect the actual reasonable out of pocket cost of maintenance of the Improvements, or that (2) the assessment is the result of an inequitable allocation of the benefits and burdens to the proposed Improvements, or that (3) the determination and allocation thereof is otherwise improper.

c. Section 4 (f) of Article XIII D of the California Constitution contemplates that an assessment imposed by a properly formed assessment district may be challenged on the grounds identified herein, and the provisions of said Section 4(f) shall, in all instances, apply to Developer's retained rights under the provisions of subsection b of this section 2 and that City shall not assert or otherwise take a position to the contrary. The provisions of subsection b of this section 2 shall be specifically enforceable by Developer.

3. **Recording.** The parties agree that at the request of either of them, this Agreement or a Memorandum thereof may be recorded in the official Records of the office of the Recorder for the County of Ventura, California.

4. **Binding Upon Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

5. **Effective Date.** This Agreement shall be effective when executed by Developer.

DATED: CASDEN OXNARD VINEYARD AVENUE LLC,  
a Delaware limited liability company

By: Casden Properties LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Robert J. Hildebrand, President  
"Developer"

DATED: CASDEN OXNARD LLC,  
a Delaware limited liability company

By: Casden Properties LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Robert J. Hildebrand, President

DATED: CITY OF OXNARD, a municipal corporation

By: \_\_\_\_\_  
"City"

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On \_\_\_\_\_, 2008, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On \_\_\_\_\_, 2008, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

**EXHIBIT F**

RECORDING REQUESTED BY:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE. RECORD  
FOR BENEFIT OF CITY OF OXNARD PURSUANT  
TO SECTION 6103 OF GOVERNMENT CODE.

WHEN RECORDED PLEASE RETURN TO:

City of Oxnard  
305 West Third Street  
Oxnard, CA 93030

A.P.N. # 179-0-070-265 ("Ventura Road Townhomes")

**AGREEMENT**

THIS AGREEMENT is entered into by and between, CASDEN OXNARD LLC, a Delaware limited liability company ("Developer"), and the CITY OF OXNARD, a municipal corporation ("City"), with respect to the following facts and circumstances:

**RECITALS**

A. Developer is or intends to become the owner of the property located North of the intersection of Vineyard Avenue and Ventura Road, more particularly described as Lot 265 of Tract No. 070, and as Ventura County Assessor Parcel Numbers 179-0-070-265 ("the Property"). A legal description of the property is attached as Exhibit A.

B. Developer desires to construct 143 podium style townhome units on the approximately 9.6-acre Property (herein the "Project"), and has applied to City for a General Plan Amendment, Specific Plan Amendment, Zone Change, Planned Development Permit, and Tentative Tract Map to do so. This application is presently pending and such application has been designated by City as Application No. PZ 07-620-4 (GPA), 07-630-2 (SPA), 07-570-3 (ZC), 07-540-3 (PD), 07-300-11 (TSM), & 07-650-2 (DA)

C. The Project will replace undeveloped land with developed land and will have aesthetic impacts on the City that can be mitigated by adding and maintaining landscaped areas around the Project, including street landscaping ("the Improvements"). Developer will construct the Improvements as part of the Project, at Developer's own expense. City expects to seek to form an assessment district to fund the maintenance of the Improvements. In order to induce City to form such an assessment district, Developer has entered into this Agreement.

D. The Property will receive a special benefit from the Improvements. The Improvements will mitigate the aesthetic impacts of the Project by replacing open space and vegetation lost to development with landscaped areas around the Project. The Improvements will also make the Project more attractive and enhance property values within the Project.

E. In planning the Project, Developer has anticipated and desires that City, at the time deemed appropriate by City, seek to form an assessment district to fund maintenance of the Improvements. In order to induce City to do so, Developer has entered into this Agreement.

F. City and Developer acknowledge that Article XIII D was added to the Constitution of the State of California by virtue of the passage of State Ballot Proposition 218 and that formation of an assessment district of the type contemplated by this Agreement is governed by Article XIII D.

G. City and Developer intend this Agreement to be consistent with the requirements of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D. The provisions of this Agreement shall be interpreted to conform to this intent.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, City and Developer agree as follows:

1. **Agreement of Developer.** Subject to the provisions of this Agreement, Developer, on behalf of itself and its successors in interest, and in consideration of the agreements of City herein contained, hereby irrevocably agrees as follows:

a. To support and pay the reasonable out of pocket costs for the formation of an assessment district and the imposition of assessments on the Property to fund maintenance of the Improvements by casting a ballot in favor of the formation of such assessment district for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

b. To participate in such district during and after the formation thereof and to cast a ballot in favor of assessments proposed by City for the Property in accordance with procedures set forth in Section 4 of Article XIII D of the California Constitution and any statutes enacted to implement Article XIII D, and to give the City Clerk a proxy to cast a ballot for Developer if Developer does not do so.

c. That the Property will receive a special benefit from the Improvements.

d. That, pursuant to the creation of such district, the assessments to be imposed on the Property shall not exceed the actual reasonable out of pocket cost incurred to maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard.

e. If City does not form such an assessment district for the Property, to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements, if, when and as directed by City.

f. That before recording the final map for the Project, Developer shall record covenants, conditions and restrictions ("CC&Rs"), in a form satisfactory to the City Attorney, obligating the owners of all or any part of the Property, or a homeowners' or property owners' association on behalf of those owners, to assume responsibility for funding maintenance of the Improvements from and after the date that such an assessment district, after formation, is disestablished or annual assessments therein are suspended, terminated or reduced.

g. That the agreements herein stated be specifically enforceable by City.

2. **Agreement of City.** City agrees that installation and maintenance of the Improvements is desirable, necessary and would benefit the Property and, in consideration of the agreements of Developer herein contained, irrevocably agrees as follows:

a. When City deems it appropriate or necessary to do so, City shall seek to form an assessment district to fund the actual reasonable out of pocket cost incurred to maintain the Improvements, consistent with the maintenance typical of similar residential developments in similar locations within the City of Oxnard. If City does not deem the formation of such an assessment district to be appropriate or necessary, City shall have the right to direct Developer to form a homeowners' or property owners' association for the Property to fund maintenance of the Improvements.

b. Notwithstanding the agreement of Developer hereunder to support the formation of an assessment district to fund maintenance of the Improvements, Developer and its successors in interest shall retain the right to challenge the amount of any proposed assessment against the Property on the basis that such assessment (1) does not accurately reflect the actual reasonable out of pocket cost of maintenance of the Improvements, or that (2) the assessment is the result of an inequitable allocation of the benefits and burdens to the proposed Improvements, or that (3) the determination and allocation thereof is otherwise improper.

c. Section 4 (f) of Article XIII D of the California Constitution contemplates that an assessment imposed by a properly formed assessment district may be challenged on the grounds identified herein, and the provisions of said Section 4(f) shall, in all instances, apply to Developer's retained rights under the provisions of subsection b of this section 2 and that City shall not assert or otherwise take a position to the contrary. The provisions of subsection b of this section 2 shall be specifically enforceable by Developer.

3. **Recording.** The parties agree that at the request of either of them, this Agreement or a Memorandum thereof may be recorded in the official Records of the office of the Recorder for the County of Ventura, California.

4. **Binding Upon Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

5. **Effective Date.** This Agreement shall be effective when executed by Developer.

DATED:

CASDEN OXNARD LLC,  
a Delaware limited liability company

By: Casden Properties LLC,  
a Delaware limited liability company,  
its sole member

By: \_\_\_\_\_  
Robert J. Hildebrand, President

DATED:

CITY OF OXNARD, a municipal corporation

By: \_\_\_\_\_

“City”

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On \_\_\_\_\_, 2008, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

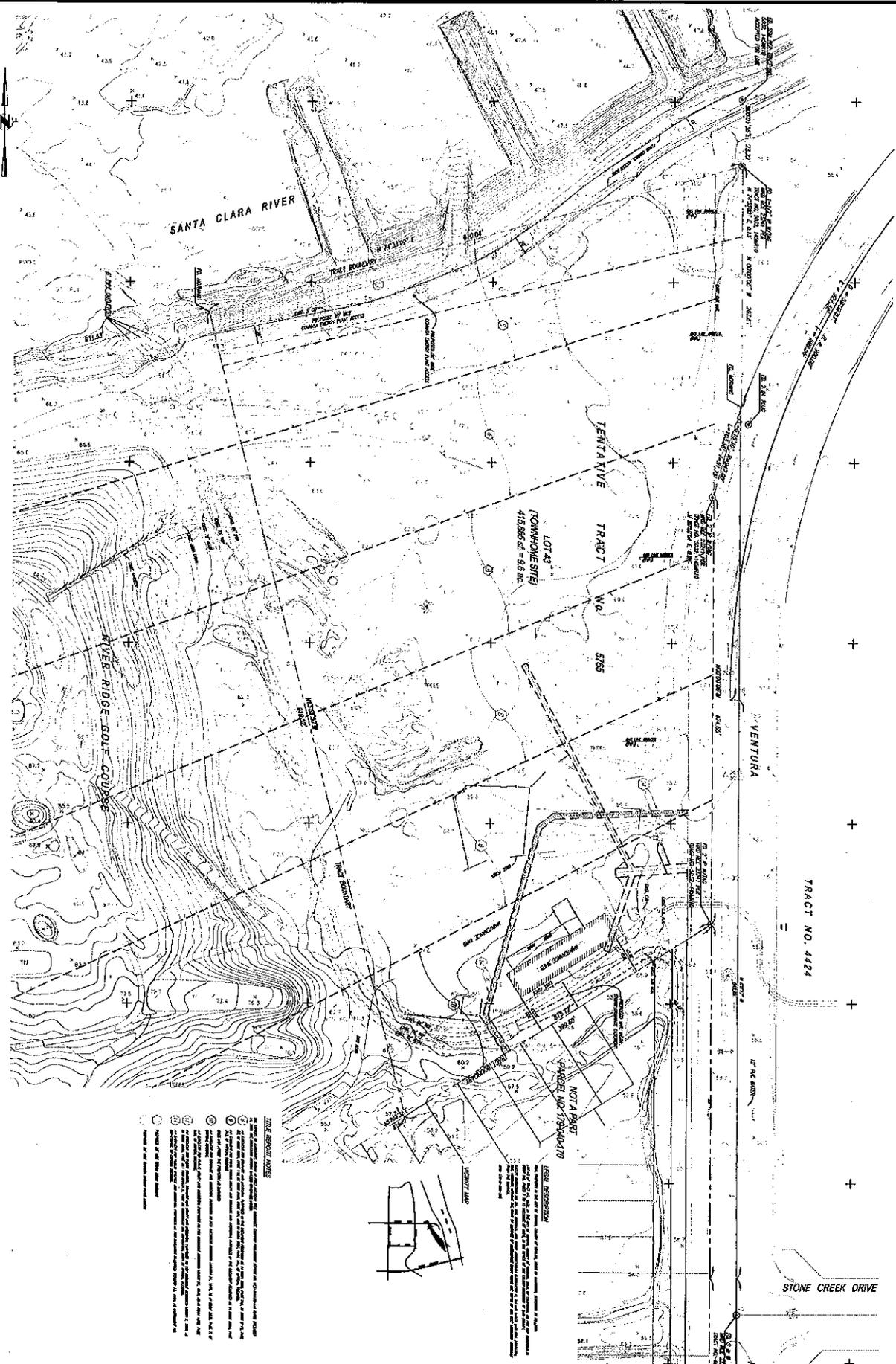
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF VENTURA )

On \_\_\_\_\_, 2008, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

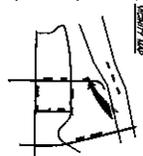
WITNESS my hand and official seal.

Notary Public

EXHIBIT G  
COVANTA ENERGY PLANT



- ZONE & SETBACK NOTES**
- 1. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 2. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 3. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 4. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 5. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 6. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 7. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 8. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 9. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.
  - 10. The minimum setback for the proposed building shall be 10 feet from the front and side property lines and 5 feet from the rear property line.



**ATTACHMENT E.**

**Special Use Permit Resolution**

RESOLUTION NO. 2008 – [PZ 06-540-01]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 06-540-01 (SPECIAL USE PERMIT), TO ALLOW THE CONSTRUCTION OF 76 SINGLE FAMILY RESIDENCES AND 125 CLUSTER HOMES, LOCATED ON THE NORTHWEST CORNER OF NORTH VENTURA ROAD AND WEST VINEYARD AVENUE (APNs 179-0-040-170, 179-0-040-180, 179-0-040-585 AND 179-0-040-625), 1801 NORTH VINEYARD AVENUE, SUBJECT TO CERTAIN CONDITIONS. FILED BY CASDEN PROPERTIES LLC., 9090 WILSHIRE BLVD., 3<sup>RD</sup> FLOOR, BEVERLY HILLS, CA 90211.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 06-540-01, filed by Casden Properties LLC, in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the final environmental impact report has been certified for this project, and the Planning Commission has considered the final environmental impact report before making its recommendation herein; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to certify the final environmental impact report is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard as amended by PZ 06-620-01.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards as amended by this approval.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, the Planning Commission considered the request for a planned residential group and for variations to certain modification to the requirements of the City Code as outlined in the staff report, and finds after due study, deliberation and public hearing, that the following circumstances exist and approves the modifications:

1. A substantial improvement of the use of the land will be thereby effected, and there will not be any detrimental effect upon the surrounding area.
2. The residential use proposed is permitted within the zone, as amended.
3. Building shall take place substantially in conformance with plot plans and elevations submitted in support of the special use permit.
4. The applicant has demonstrated that population densities proposed are in conformance with existing and proposed public facilities such as streets, sewers, water, schools and parks.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code:

Revised April 16, 2008

**STANDARD CONDITIONS OF APPROVAL  
FOR LAND USE PERMITS**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Public Works, Landscape Design	CE	Code Compliance

**GENERAL PROJECT CONDITIONS**

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated July 8, 2008, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and

- waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
5. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
  6. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
  7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
  8. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
  9. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
  10. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
  11. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
  12. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
  13. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

14. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property. (PL, *G-15*).

**LANDSCAPE STANDARD CONDITIONS**

15. Before submitting landscape and irrigation plans, Developer shall obtain approval of the Parks and Facilities Superintendent or designee (“Superintendent”) of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, *PK-1*)
16. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, *PK-2*)
17. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, *PK-3*)
18. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, *PK-4*)
19. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, *PK-5*)
20. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, *PK-6*)
21. Before the City issues building permits for a residential development that includes any model houses, Developer shall obtain the approval of the Parks and Facilities Superintendent for a low water-using landscape plan. Developer shall install low water-using landscape design and irrigation systems for at least one of the model houses in any cluster of two or more model houses, thereby demonstrating to prospective buyers the feasibility and aesthetic qualities of low water-using landscape design and irrigation systems. Developer shall provide appropriate signs, shown on the landscape plan, explaining that the model house utilizes a low water-using landscape and listing the plant materials used. (PK, *PK-7*)
22. Developer shall offer a low water-use front yard landscape option to buyers at no extra cost. Developer shall also provide low water-use landscape literature to each buyer. City shall provide such literature to Developer at City’s cost. (PK, *PK-8*)

23. Developer's landscape plans for houses shall show, where appropriate, a typical landscape and irrigation treatment for north, south, east or west site orientation, for corner lots as well as internal lots. (PK, PK-9)
24. Within sixty days after a house is occupied, Developer shall install front yard and street side yard landscaping for that house. Developer shall provide proof of financial responsibility approved by the City Attorney to ensure faithful performance of this condition within the specified time. (PK/ PL, PK-10)
25. Developer shall provide an automatic irrigation controller and a written seasonal watering schedule for all front yard and street side yard landscaping. The watering schedule shall include variations for seasonal changes, sun and shade exposure of plants, type of plants, duration and frequency of irrigation, and suggestions as to how to conserve water. As part of the landscape plan check submittal process, the Parks and Facilities Superintendent shall review the sufficiency of instructions for the operation of the irrigation controller and the watering schedule cycles. (PK, PK-11)
26. At the close of escrow or at the time of occupancy of each dwelling unit, Developer shall review with and provide instructions to each buyer concerning the irrigation controller operation and the watering schedules. (PK, PK-12)
27. Developer shall install sod in the lawn areas of all front yards and street side yards. (PK, PK-13)
28. Developer shall submit four sets of median and parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
29. Before the City accepts medians and parkways from Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
30. After Developer installs irrigation and landscape improvements on the project property or on Caltrans freeway right-of-way, but before the City's final acceptance thereof, Developer shall provide the Parks and Facilities Superintendent with one set of mylar (minimum 3 mil) original drawings, which shall accurately reflect all "as-built" conditions. (PK, PK-16)
31. Developer agrees that the project has aesthetic impacts arising from conversion of undeveloped land to developed land, which the landscaping improvements for the project are intended to mitigate. Developer further agrees that the landscaping improvements must be maintained in order to continue to mitigate such impacts. In order to provide for such maintenance, Developer has agreed to enter into an agreement with the City to cast a ballot in favor of formation of an assessment district to fund such maintenance and in favor of

assessments on the project property. In the event that such an assessment district is not formed, Developer agrees to establish a homeowners' association for the project as directed by the City, to fund such maintenance. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for landscape maintenance, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK, PK-18)

32. Developer shall provide to the Parks and Facilities Superintendent ("Superintendent") a landscape maintenance district master plan drawn at an approved scale, clearly designating areas of maintenance responsibility assumed by: (a) a landscape maintenance district; (b) a homeowners association; and/or (c) the City. After Superintendent approves such plan, Developer shall provide to Superintendent a mylar (minimum 3 mil) original drawing of the maintenance district master plan. (PK, PK-19)
33. Within sixty days of approval of the project, Developer shall provide the Parks and Facilities Superintendent with a complete, detailed landscape maintenance district master plan for all phases of the project and shall deposit \$ 13,700 to pay for staff time, attorney time and the engineer's report necessary to prepare all documents and hold hearings to form an assessment district and impose an assessment formula and assessments on property within the project to pay the costs of maintaining the landscaping in the district. (PK, PK-20)
34. Developer shall provide to the Parks and Facilities Superintendent a copy of the document entitled "Agreement" containing Developer's agreement to vote in favor of a landscape maintenance assessment district for the project, bearing the Ventura County Recorder's stamp, confirming that the document has been recorded in the Ventura County Recorder's Office. (PK, PK-21)
35. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)

#### **PARKS SPECIAL CONDITIONS**

36. Prior to issuance of a grading permit, Developer shall submit written confirmation of concurrent in forming the Landscape Maintenance District (LMD). Prior to issuance of the first certificate of occupancy, poof of recordation of the LMD is required to be submitted. (PK)
37. Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape

Vineyard-Ventura

- requirements. Meeting NPDES requirements shall not preclude meeting the City landscape requirements.
38. Landscape plans shall include landscape sections through bio swale areas that demonstrates there are no conflicts between bio swales and the required trees, shrubs, vines and/or groundcovers.
  39. The 12' wide meandering multipurpose pathway shall be per staff direction and coordinated with the meandering pathway layout on the adjacent Casden project. Meandering pathway shall maintain a 5' minimum distance from the street curb and a 5' minimum distance from any fence or wall. Meandering path shall be smooth, continuous curves with 160' minimum distance between two identical points on a curve.
  40. Developer shall form a new Landscape Maintenance District for the maintenance of the perimeter landscaping fronting Ventura Rd and Vineyard Ave.
  41. Developer to provide written confirmation from the Landscape Maintenance District Supervisor, Joel Galaviz, that the developer has joined the existing Landscape Maintenance District and will pay its prorated share for the maintenance of the existing medians on Ventura Rd and Vineyard Ave fronting the project.
  42. Landscape median improvements proposed for Ventura Road and Vineyard Ave shall be consistent with the existing landscape median theme.
  43. Ventura Road and Vineyard Avenue street trees, both primary and secondary, shall be a minimum of 36" box size.
  44. Existing medians on Ventura Rd and Vineyard Ave fronting the project shall be replanted where plant materials have failed.
  45. Portions of the existing median geometrics on Ventura Road and Vineyard Avenue will be impacted by this project. Any modifications to the landscaping in the existing medians shall be brought back to current City landscape requirements. If the existing median trees are not able to be transplanted, then they shall be added to the Arborist's report and their economic appraisal value mitigated.
  46. Landscape plans shall contain a callout reference that points to the existing medians on Ventura Road and Vineyard Ave and states that: "All landscape modifications to medians shall conform to the City of Oxnard Landscape Median requirements.
  47. Primary street tree for Ventura Rd. shall be *Schinus terebinthifolia* and secondary street trees shall be a mixture of *Liquidambar styraciflua* and *Pinus canariensis*. Primary street tree for Vineyard shall be *Platanus mexicana*.

48. Ventura Road and Vineyard Avenue parkways (the area between back of curb and edge of sidewalk) shall contain turf and the City approved designated primary street tree at 40' on center spacing. No palms, or boulders or other plant material to occur in this area. The area behind the sidewalk shall contain combinations of groundcovers, shrubs and the City approved designated secondary street trees.
49. Staff agrees with the Arborist's Report dated October 31, 2007 for the economic appraisal value of the trees removed from the site to be \$128,222.00. This appraisal value shall be put back into new tree sizes for the project and shall be in addition to meeting the City's minimum tree size of 24" box. Distribution of economic appraisal amount to be distributed between the two sites in accordance with the arborist report
50. The Landscape plan submittal shall include a Tree Tabulation Chart. The chart shall clearly show the individual appraisal value of the removed trees and how that value was put back into new increased tree sizes for the project.
51. The low retaining wall west of residential lot 1 shall have 5 gallon vines at 5' on center spacing and irrigation provided on the west side of the wall to act as a graffiti deterrent. The proposed 5' wide sidewalk as shown on Engineering Site Plan, Sheet 2 of 7 shall be set back 2' clear from the wall to provide a vine planter space separation between the wall and the sidewalk.
52. Developer to provide written confirmation that the vine plantings on the west side of lot 1 wall shall be maintained either by the HOA, LMD or other City approved maintenance mechanism.

#### **FIRE DEPARTMENT STANDARD CONDITIONS**

53. Developer shall construct all vehicle access driveways on the project property to be at least 25 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, F-1)
54. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
55. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. (FD/DS, F-3)
56. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests.

- Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)
57. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
  58. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
  59. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
  60. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
  61. Developer shall install security devices and measures, including walkway and vehicle control gates, entrance telephones, intercoms and similar features, subject to approval of the Police Chief and the Fire Chief. Vehicle control gates shall be operable by City approved radio equipment. (FD/DP, *F-9*)
  62. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
  63. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)
  64. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, *F-12*)
  65. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, *F-13*)
  66. All signalized intersections shall be equipped with pre-emption equipment. (FD/TR, *F-15*)
  67. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, *F-16*)

68. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. The detector shall be hardwired with a battery backup. (FD, F-17)

### **FIRE DEPARTMENT SPECIAL CONDITIONS**

69. Fire sprinkler coverage is required for:
- a. Patios, overhangs or any other projections that are 48" or more from the structure.
  - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
  - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
70. All emergency egress/Fire Department access windows or doors that serve any room that can be utilized for sleeping, shall have access to a public right-of-way without re-entering the structure.
71. Before the City issues a certificate of occupancy, the Developer shall install a Knox Box key vault at a location on the building to be determined by the Fire Department.

### **POLICE DEPARTMENT STANDARD CONDITIONS**

72. Monuments or marquees indicating building numbers or maps of the complex are required at main public entrances.
73. Post all vehicle entrances in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission.
74. Vehicle control gates shall be operable by City approved radio equipment (Click-2-Enter).
75. All perimeter walls shall be covered to the full height with plant material to deter graffiti vandalism.
76. Developer shall submit and the Police Chief or designee shall approve a security and lighting plan prior to the issuance of a building permit. The lighting plan shall include a photometric study that integrates the site's approved landscaping plan (if any). The integrated photometric/landscaping plan will indicate the specific location and canopy size of fully mature trees thereby highlighting potential landscape/lighting conflicts in the future. The security plan shall specifically address and describe security features for the recreation areas including the courtyards, game areas and pool area.
77. Developer shall provide the Police Department with connectivity to any video surveillance systems in order to enable remote access to video data in the event of a critical incident. The

system should be compatible with the existing video infrastructure contained in the City of Oxnard Security Operations Center (SOC).

78. Video surveillance systems shall comply with "Oxnard Police Department Proposed Standards, Guidelines & Recommendations Closed-Circuit Television Surveillance Systems," available online at <http://www.oxnardpd.org/documents/opdcctv.pdf>
79. Any electronic security system must comply with Oxnard City Ordinance No. 2601 (available online at <http://oxnardpd.org/documents/alarm-ordinance-2002.pdf>) and must be properly permitted by the City of Oxnard (available online at <http://oxnardpd.org/documents/alarm-permit.pdf>).
80. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms.
81. All exterior lighting fixtures shall be independent from the residents control and shall be on during all hours of darkness.
82. Metal halide lamps or those that provide quality color rendition are required.
83. Outdoor Lighting Code and Guidelines:
  - (a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
  - (b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:
    1. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
    2. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
  - (c) Oxnard City Code 16-320  
Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected.

## PLANNING DIVISION STANDARD CONDITIONS

84. The final building plans submitted by Developer with the building permit application shall depict on the building elevation sheets all building materials and colors to be used in construction. (PL/B, *PL-1*)
85. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
86. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
87. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
88. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a Result of implementation of an air quality plan. (PL, *PL-5*)
89. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
90. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
91. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
92. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan

showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

93. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
94. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)
95. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
96. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL, *PL-14*)
97. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
98. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).
99. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, *PL-17*)
100. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
101. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
102. Developer shall provide automatic garage door openers for all garages. (PL/B, *PL-20*)

103. Garages closer than 23 feet to the front property line shall have sectional roll-up garage doors. (PL/B, *PL-21*)
104. Prior to issuance of fine grading plans, Developer shall provide at least two types of driveway finishes or decorative designs. The details of the driveways shall be to the satisfaction of the Planning Division Manager. (PL, *PL-22*)
105. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
106. Walls separating the patio areas of different units shall be of solid construction, such as masonry, stucco, or wood over wood. Ground level patios shall be enclosed by walls not less than five feet high, except as otherwise approved by this permit. (PL/B, *PL-25*)
107. Developer shall provide a rear patio concrete slab of at least 100 square feet. (PL/B, *PL-26*)
108. Additions and patio covers shall conform to the requirements of the R-2-PD zone setbacks, or as otherwise approved by this permit, and match the materials and style of the residence. (PL/B, *PL-27*)
109. All residential dwelling unit developments shall include architectural articulation on all four sides of each unit. Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, *PL-28*)
110. Prior to the close of escrow for each dwelling unit, Developer shall provide the buyer with a written guarantee that the exterior finishes of the dwelling unit will remain in good condition for at least five (5) years from the final building permit inspection and sign off. Developer shall provide a copy of the guarantee to Planning staff prior to final Planning Division inspection and sign off. (PL, *PL-29*)
111. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, *PL-30*)
112. Developer shall provide masonry walls on street side yards and along project perimeter property lines. Developer shall install interior lot line fences, to be constructed of wood or other material, subject to the approval of the Planning Division Manager. (PL/B, *PL-31*)
113. Street side yard walls shall be of decorative masonry construction and shall be set back 10 feet from any public sidewalk. (PL/B, *PL-32*)

114. Developer shall establish a homeowners association and the association shall be responsible for the maintenance of parking, landscape, recreation and other interior areas held in common by the association and for the enforcement of Conditions Covenants & Restrictions related to property maintenance. (PL/DS, *PL-33*)
115. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, *PL-34*)
116. Developer shall include in all deeds for the project and in the Conditions Covenants & Restrictions a prohibition against parking recreational vehicles over 20 feet long in the project. (CE/PL, *PL-35*)
117. Developer shall post in the sales office of the project the latest City planning documents and maps that may affect the project and adjacent properties. At a minimum, this information shall include the 2020 Oxnard General Plan and General Plan Land Use Map showing all adjacent properties, a copy of the ordinances regulating the zone, and any specific plan that may apply to the project. Such documents may be purchased at cost from the Planning Division Manager. Developer shall require that all purchasers sign an affidavit declaring that they have familiarized themselves with the planning documents. Developer shall make such affidavits and planning information available for review upon reasonable request of the Planning Division Manager. (PL, *PL-38*)
118. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, *PL-40*)

#### **PLANNING DIVISION SPECIAL CONDITIONS**

119. In accordance with City Council Ordinance No. 2615, the Developer shall pay the current in-lieu affordable housing fees, to be calculated at the time of building permit issuance, unless otherwise provided in the Development Agreement. (PL, *PL-37*)
120. Developer shall comply with the mitigation measures identified in the Final Environmental Impact Report (conditions/mitigations attached).
121. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
122. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such

elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)

123. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code or as otherwise provided in the project Development Agreement. (PL)
124. Developer shall name streets in conformance with a plan approved by the Street Naming Committee. (PL)
125. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Manager. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
126. This permit is granted subject to the approval of a zone change for the project property. (PL)
127. This permit is granted subject to the approval of a general plan amendment for the project property. (PL)
128. Prior to issuance of a building permit, Developer shall participate in the City's Art in Public Places Program by paying the Public Art fee, in accordance with City Council Resolution No. 13,103.
129. Within each garage, developer shall install a storage area of at least 225 cubic feet. The storage area may be included in the garage area, but may not intrude into the minimum garage dimension (20 feet x 20 feet). Alternatively, the storage unit may be located under the stairs in immediate proximity to the garage.
130. Developer shall pay Quimby Fees (fees for park acquisition and improvement) before issuance of building permits. The amount of the fee shall be calculated in accordance with the Development Agreement and shall be verified by the Parks Division at the time of payment. (PK/B, *PL-36*)
131. Prior to issuance of a building permit, Developer shall pay the required golf course fee as provided for within the Development Agreement (PL).

## **ENVIRONMENTAL RESOURCES DIVISION**

132. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a "City of Oxnard C&D

Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.

133. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
134. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.
135. Covenants, conditions and restrictions (“CC&Rs”) shall be developed for the project that require the homeowner’s association to make provisions to divert at least 50% of the material through source reduction, recycling, reuse, and/or green waste programs. Developer shall submit a “City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan” (“Occupancy Plan”) to the City’s Environmental Resources Division. An Occupancy Plan must be submitted and approved prior to issuance of a final inspection. The CC&Rs shall require the homeowner’s association to submit to the Environmental Resources Division a “City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Report” annually on the anniversary date of the certificate of the final inspection for approval.
136. Developer shall dispose of sewage and solid waste from the project by City’s wastewater and solid waste systems in a manner approved by the City Engineer.
137. {For cluster homes or high-density dwelling projects} The Environmental Resources Division may require an enhanced enclosure to accommodate three bins (trash, mixed recycling, green waste) rather than a standard three cart residential system.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4<sup>th</sup> day of September 2008, by the following vote:

AYES: Commissioners

NOES: Commissioners

ABSENT: Commissioners

\_\_\_\_\_  
Michael Sanchez, Chairman

ATTEST: \_\_\_\_\_  
Susan L. Martin, AICP, Secretary

Final Mitigation Monitoring and Reporting Program  
Conditions of Approval

9.0 MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<b>AIR QUALITY</b>			
<p>The following City of Oxnard standard dust control conditions would be applied to all grading permits:</p> <p><b>MM AQ-1.1.</b> During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency shall be required whenever the wind speed exceeds 15 mph.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Development Services and Planning Division</p>
<p><b>MM AQ-1.2a.</b> During construction, Developer shall control dust by the following activity:</p> <p>All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code section 23114, with special attention to sub sections 23114(b)(2)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>City of Oxnard Development Services and Planning Division</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<p><b>MM AQ-1.2b.</b> During construction, Developer shall control dust by the following activity:</p> <p>All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM AQ-1.3.</b> Developer shall provide for dust control at all times during project property preparation and construction activities.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM AQ-1.4.</b> During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM AQ-1.5.</b> During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>

<b>MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS-FINAL EIR</b>			
<b>Mitigation Measure</b>	<b>Action Required</b>	<b>Timing</b>	<b>Enforcement Agency</b>
<p><b>MM AQ-1.6.</b> Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM AQ-1.7.</b> Gravel pads shall be installed at all access points to prevent tracking of mud on to public roads. A vacuum truck or suction sweeper shall be used to collect soil on paved surfaces. The use of leaf blowers is prohibited.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM AQ-1.8.</b> If importation, exportation, and stockpiling of fill material are involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM AQ-1.9.</b> After clearing, grading, earth moving or excavation is completed, treat the disturbed area by watering, or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.</p>	<p>Measure shall be included as a note on grading plans, and implemented during grading and construction.</p>	<p>Prior to issuance of grading permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<b>MM AQ-1.10.</b> The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to land use clearance.	Measure shall be included as a note on grading plans, and implemented during grading and construction.	Prior to issuance of grading permits, and during grading and construction.	City of Oxnard Planning Division
<b>MM AQ-1.1.1.</b> The Applicant shall comply with all provisions of APCD's Rule 55, Fugitive Dust.	Measure shall be included as a note on grading plans, and implemented during grading and construction.	Prior to issuance of grading permits, and during grading and construction.	City of Oxnard Planning Division
<b>MM AQ-4.</b> Low VOC-emissions paints should be used unless demonstrated to be economically infeasible.	Measure shall be included as a note on a separate informational sheet to be recorded with building plans.	Prior to issuance of final building permits.	City of Oxnard Planning Division
<b>MM AQ-5a.</b> All buildings/structures shall be designed to exceed the energy efficiency requirements of Title 24 by at least 10 percent	Measure shall be included as a note on a separate informational sheet to be recorded with building plans.	Prior to issuance of final building permits.	City of Oxnard Planning Division
<b>MM AQ-5b.</b> The project applicant shall coordinate with the local transit agency and/or the Oxnard Traffic and Transportation Manager to provide public transit to the project site.	Measure shall be included as a note on a separate informational sheet to be recorded with building plans.	Prior to issuance of a certificate of occupancy.	City of Oxnard Planning Division

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS-FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<p><b>MM AQ-5c.</b> Each Planned Development Permit submitted shall include the following on-site design requirements, unless demonstrated to be economically or logistically infeasible:</p> <ul style="list-style-type: none"> <li>i. Duct system within the building thermal envelope, or insulated to R-8;</li> <li>ii. Passive cooling strategies such as passive or fan-aided cooling planned for or designed into structure, a cupola or roof opening for hot air venting or underground cooling tubes;</li> <li>iii. Outdoor lighting designed for high efficiency, solar-powered or controlled by motion detectors;</li> <li>iv. Natural lighting in buildings;</li> <li>v. Use of concrete or other non-polluting materials for parking lots instead of asphalt;</li> <li>vi. Use of landscaping to shade buildings and parking lots;</li> <li>vii. Installation of energy efficient appliances and lighting;</li> <li>viii. Installation of mechanical air conditioners and refrigeration units that use non-ozone depleting chemicals; and</li> <li>ix. Installation of sidewalks and bike paths.</li> </ul>	<p>Measure shall be included as a sheet on the building plans.</p>	<p>Prior to issuance of final building permits.</p>	<p>City of Oxnard Planning Division.</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<p><b>MM AQ-5d. TDM Fund Contribution.</b> Project developers (Casden) shall contribute toward a Transportation Demand Management (TDM) fund to be used to develop regional programs to offset air pollutant emissions associated with buildout of the Vineyard-Ventura Homes and the Ventura Road Townhomes Projects. Calculation and payment of fees and shall occur prior to issuance of building permits for individual developments; therefore, the calculations provided in this DEIR are estimations based upon all available information and are subject to reevaluation by the City at the time of payment.</p> <p>The estimated total amount that would currently be contributed to an off-site Transportation Demand Management fund, based upon the methodology described in the Ventura County Air Pollution Control District Air Quality Assessment Guidelines and mitigated emission estimates for full Casden Development buildout, would total approximately \$79,726 over three years, starting in 2011, the estimated year of occupancy.</p>	<p>Developer shall pay appropriate development fees as calculated at the time of building permit issuance.</p>	<p>Payment of fees shall occur prior to building permit issuance.</p>	<p>City of Oxnard Development Services and Planning Division</p>
<b>BIOLOGICAL RESOURCES</b>			
<p><b>MM BIO-1a.</b> All construction equipment and maintenance materials, including staging areas and dispensing of fuel, oil or other toxicants shall occur in designated upland areas outside of any adjacent waters of the U.S., or any other biologically sensitive habitat areas.</p>	<p>Measures shall be included in construction documents and implemented during grading and construction.</p>	<p>Prior to issuance of grading and building permits, and during grading and construction.</p>	<p>City of Oxnard Development Services and Planning Division</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<p><b>MM BIO-1b.</b> Prior to initiating any construction activities, construction pollutant reduction measures shall be installed in all proposed drainage systems at the property lines to the satisfaction of the City Engineer, in order to eliminate the introduction of contaminants into areas adjacent to the project site.</p>	<p>Measures shall be included in construction documents and implemented during grading and construction.</p>	<p>Prior to issuance of grading and building permits, and during grading and construction.</p>	<p>City of Oxnard Development Services and Planning Division</p>
<p><b>MM BIO-1c.</b> During construction, material stockpiles shall be placed such that they cause minimal interference with on-site drainage patterns.</p>	<p>Measures shall be included in construction documents and implemented during grading and construction.</p>	<p>Prior to issuance of grading and building permits, and during grading and construction.</p>	<p>City of Oxnard Development Services and Planning Division</p>
<p><b>MM BIO-1d.</b> If project construction occurs during the migratory bird nesting season (defined as February 1 through August 31), a focused avian nest survey shall be performed by a qualified biologist two (2) weeks prior to the construction to identify any active migratory bird nesting, in accordance with the Migratory Bird Treaty Act (16 U.S.G. 703-712). If any active nests are detected, the nesting area shall be flagged at 20-foot intervals with a buffer of 100 to 300 feet and shall be avoided. The buffer shall be maintained until such a time that a qualified biologist provides a report documenting that either: 1) no active nests are present; or 2) the young nestlings have left the nest.</p>	<p>Developer shall limit site grading activities to September 1st through January 31st. Recordation of grading limitations shall occur on the project plans. Alternatively, should the Developer(s) desire to grade during the aforementioned period, Developer may provide a copy of the biological survey report for the biological survey report for City review and approval. A contract for biologist monitoring during grading shall also be submitted for City for review and approval.</p>	<p>During grading and construction.</p>	<p>City of Oxnard Planning Division</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<b>HAZARDOUS MATERIALS</b>			
<p><b>MM HAZ-2.</b> Prior to issuance of a building permit, remediation of all soils and landfill debris on the Ventura Road Townhomes project site shall be required. In order to ensure appropriate regulatory oversight over this effort, the applicant will determine and engage the appropriate Lead Enforcement Agency (LEA). Prior to initiation of remediation work a lead enforcement agency (LEA) will be selected for oversight and approval of the proposed clean-up work. Agencies capable of providing such oversight include the Ventura County Environmental Health Division, (VCEHD), California Regional Water Control board (CRWQCB), California Integrated Waste Management Board (CIWMB,) and state Department of Toxic Substances Control (DTSC).</p>	<p>Measure shall be included in construction documents and implemented prior to construction. Developer shall provide documentation verifying successful remediation.</p>	<p>Remediation shall occur prior to issuance of building permits</p>	<p>City of Oxnard Planning Division and appropriate LEA</p>
<p><b>MM HAZ-3.</b> In order to avoid potentially significant off-site impacts from improper disposal of hazardous wastes, during grading landfill debris removal operations shall include mandatory segregation of hazardous materials (principally the soils with high levels of lead) contained within the landfill material, and proper disposal of these hazardous materials. Selective grading techniques under continuous environmental monitoring shall be utilized to help differentiate impacted landfill debris from non impacted debris. The Department of Toxic Substances Control (DTSC) shall determine if it is feasible to screen and segregate</p>	<p>Measure including specification of landfill debris stockpiling and disposal methods shall be included on grading and construction plans.</p>	<p>Prior to issuance of grading permits, and ongoing verification during grading</p>	<p>City of Oxnard Planning Division, DTSC</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
non impacted landfill debris for possible reuse as controlled fill or for export. Stockpiling and retesting of the non-hazardous landfill materials shall be performed prior to reuse of the soils on-site or their disposal in a non-hazardous waste facility.			
<b>Recommended MM HAZ-4</b> Final Vineyard-Ventura Homes Project site and grading plans shall be reviewed and approved by the County of Ventura Environmental Health Division (EHD) prior to issuance of grading permits, to ensure that project design is consistent with any amendments to the Santa Clara Landfill Closure/Post-Closure Maintenance Plan (CPCMP).	Developer shall submit the site and grading plans to the EHD for review and approval.	Prior to issuance of a grading permits.	County of Ventura EHD, and City of Oxnard Planning Division
<b>MM HAZ-5.</b> To reduce construction worker safety impacts, the developer shall prepare a comprehensive Site Specific Risk Assessment and Health/Safety Plan for approval by the state Department of Toxic Substances Control (DTSC) (or other lead enforcement agency) prior to the issuance of a grading permit or initiation of remedial actions, whichever activity is earlier in the process.	Developer shall provide an approved Site Specific Risk Assessment and Health/Safety Plan to the City. Developer shall provide City with a deposit for City to retain an expert to review and provide consultant to the City on said report.	Prior to issuance of a grading permits or initiation or remedial actions.	City of Oxnard Planning Division
<b>HYDROLOGY and WATER QUALITY</b>			
<b>MM WR-1.</b> Prior to the issuance of grading or construction permits for each of the two projects, the project applicant shall submit a comprehensive Storm Water Pollution Prevention Plan (SWPPP)	Developer shall submit a SWPPP and provide applicable grading and construction plans incorporating the SWPPP to the	Prior to issuance of grading or construction permits and during grading and construction.	City of Oxnard Development Services Division

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
to the City of Oxnard Development Services and the RWQCB. City Development Services staff shall also provide periodic monitoring during the construction phases of both projects to ensure compliance with the submitted SWPPP.	City for review and approval,		
<b>MM WR-2.</b> Prior to the issuance of grading or construction permits, the applicant shall submit a final surface drainage system plan, including parameters for insuring the long-term maintenance and operation of the drainage systems plan to the City Development Services Department for review and approval.	Developer shall submit a final surface drainage system plan to the City for review and approval.	Prior to issuance of grading or construction permits and approval of final building permits.	City of Oxnard Engineering Services Division
<b>NOISE</b>			
<b>N-1a.</b> Diesel Equipment. Construction contractors shall operate all diesel equipment with closed engine doors, the equipment shall be equipped with factory-recommended mufflers, and engine idling shall be kept to a minimum.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division
<b>N-1b.</b> Electrical Power. Whenever feasible, construction contractors shall use electrical power to run air compressors and similar power tools. Any construction or caretaker trailers shall be connected to existing electrical utility lines on or adjacent to the project area.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division
<b>N-1c.</b> Sound Blankets. When feasible, construction contractors shall use sound blankets on noise-generating equipment.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR				
Mitigation Measure	Action Required	Timing	Enforcement Agency	
<b>N-1d.</b> Stationary construction equipment that generates noise that exceeds 65 dBA at the project boundaries shall be shielded with the most modern and effective noise control devices (i.e., mufflers, lagging, and/or motor enclosures to City's satisfaction), and these devices shall be located at a minimum of 200 feet from noise sensitive receptors.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division	
<b>N-1e.</b> Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed-air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed-air exhaust shall be used. In general, quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division	
<b>N-1f.</b> All equipment shall be properly maintained to ensure that no additional noise, due to worn or improperly maintained parts, is generated.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division	
<b>N-1g.</b> The applicant shall post the construction superintendent contact information, including cell phone number, and City of Oxnard Community Services Department on a signs surrounding the project site throughout construction. The signs shall also include the approved daily hours of operation, such that any public complaints can be reported efficiently.	Measures shall be included in construction documents and implemented during grading and construction.	Prior to issuance of grading and building permits, and during grading and construction.	City of Oxnard Planning Division	

<b>MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR</b>			
<b>Mitigation Measure</b>	<b>Action Required</b>	<b>Timing</b>	<b>Enforcement Agency</b>
<p><b>N-1h.</b> Stockpiling, dirt hauling routes, and vehicle staging areas shall be located as far as practical from sensitive noise receptors, including residents. Every effort shall be made to create the greatest distance between noise sources and sensitive receptors during construction activities.</p>	<p>Measures shall be included in construction documents and implemented during grading and construction.</p>	<p>Prior to issuance of grading and building permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>N-1i.</b> Staging areas shall be provided on-site to minimize off-site transportation of heavy construction equipment. The staging areas shall be located to maximize the distance to residential areas.</p>	<p>Measures shall be included in construction documents and implemented during grading and construction.</p>	<p>Prior to issuance of grading and building permits, and during grading and construction.</p>	<p>City of Oxnard Planning Division</p>
<p><b>MM N-3</b> The design for the detached single family residential structures immediately adjacent to Vineyard Avenue and Ventura Road, as well as for townhome units incorporating the eastern façade of Building #4 and Building #5 of the Ventura Road Townhomes project site, shall enable closure of windows to achieve the City of Oxnard Code 45 CNEL interior noise standard. These units shall include a means by which adequate ventilation can be provided with the windows closed, i.e., mechanical ventilation and/or air-conditioning. The mechanical ventilation and/or air-conditioning shall be in accordance with the latest edition of the California Building Code (CBC).</p>	<p>Developer shall provide copies of applicable building plans that demonstrate compliance with the City's Noise Code as well as compliance with the CBC.</p>	<p>Prior to issuance of building permits.</p>	<p>City of Oxnard Planning Division</p>
<b>CULTURAL RESOURCES</b>			
<p><b>CR-1</b> 1 Developer shall contract with a qualified archaeologist to conduct a Phase I cultural</p>	<p>Developer shall provide a copy of the contract for services to the City for review and approval.</p>	<p>Prior to issuance of grading permits.</p>	<p>City of Oxnard Planning Division</p>

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
resources survey of the project site prior to issuance of any grading permits. The survey shall include: (1) an archaeological and historical records search through the California Historical Resources Information System at Cal State Fullerton; and (2) a field inspection of the project site. Upon completion, the Phase I survey report shall be submitted to the Planning Division for compliance verification. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to initiation of the Phase I activities. The monitoring contract shall include provisions in case any cultural resources are discovered onsite. In the event that any historic or prehistoric cultural resources are discovered, work in the vicinity of the find shall be halted immediately. A city-qualified archaeologist shall evaluate the discovery and determine the necessary mitigations for successful compliance with all applicable regulations. Developer or its successor in interest shall be responsible for paying all salaries, fees and the cost of any future mitigation resulting from the evaluation		During site grading activities and finalized prior to approval of final building permits.	City of Oxnard Planning Division
<b>CR-2</b> Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting period. A copy of the contract for these services	Developer shall provide a copy of the contract for services to the City for review and approval.  Developer shall provide monthly reports to the City for review during periods of actual grading	Prior to issuance of grading permits.  During site grading activities and finalized prior to approval of final building permits.	City of Oxnard Planning Division  City of Oxnard Planning Division

MITIGATION MONITORING AND REPORTING PROGRAM CASDEN DEVELOPMENT PROJECTS FINAL EIR			
Mitigation Measure	Action Required	Timing	Enforcement Agency
<p>shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature.</p>	<p>and/or trenching deeper than 18 inches.</p>		
<b>GEOLOGY AND SOILS</b>			
<p><b>GEO-1</b> The applicant shall submit a site-specific soils investigation prepared by a licensed geotechnical engineer. At a minimum, the study shall include liquefaction and compressible soils characteristics on-site and shall identify any necessary construction techniques or other mitigation measures to prevent significant earthquake/liquefaction/compressible soils impacts on the proposed project. All recommendations of the report shall be incorporated into the project as conditions of approval.</p>	<p>Developer shall provide copies of applicable grading and building plans incorporating the investigation recommendations to the City for review and approval.</p>	<p>Prior to issuance of grading permits and approval of final building permits</p>	<p>City of Oxnard Engineering Services Division</p>
<p><b>GEO-2</b> All construction shall meet the minimum requirements of the California Building Code (CBC) for anticipated seismic activity within the region.</p>	<p>Developer shall provide copies of applicable grading and building plans incorporating the investigation recommendations to the City for review and approval.</p>	<p>Prior to issuance of grading permits and approval of final building permits</p>	<p>City of Oxnard Engineering Services Division</p>

**ATTACHMENT F.**

**Tentative Subdivision Map Resolution**

**ATTACHMENT G.**

**General Plan Amendment Resolution**

**EXHIBIT 'A'**  
**General Plan Amendment**

# **ATTACHMENT H.**

## **Specific Plan Amendment Resolution**

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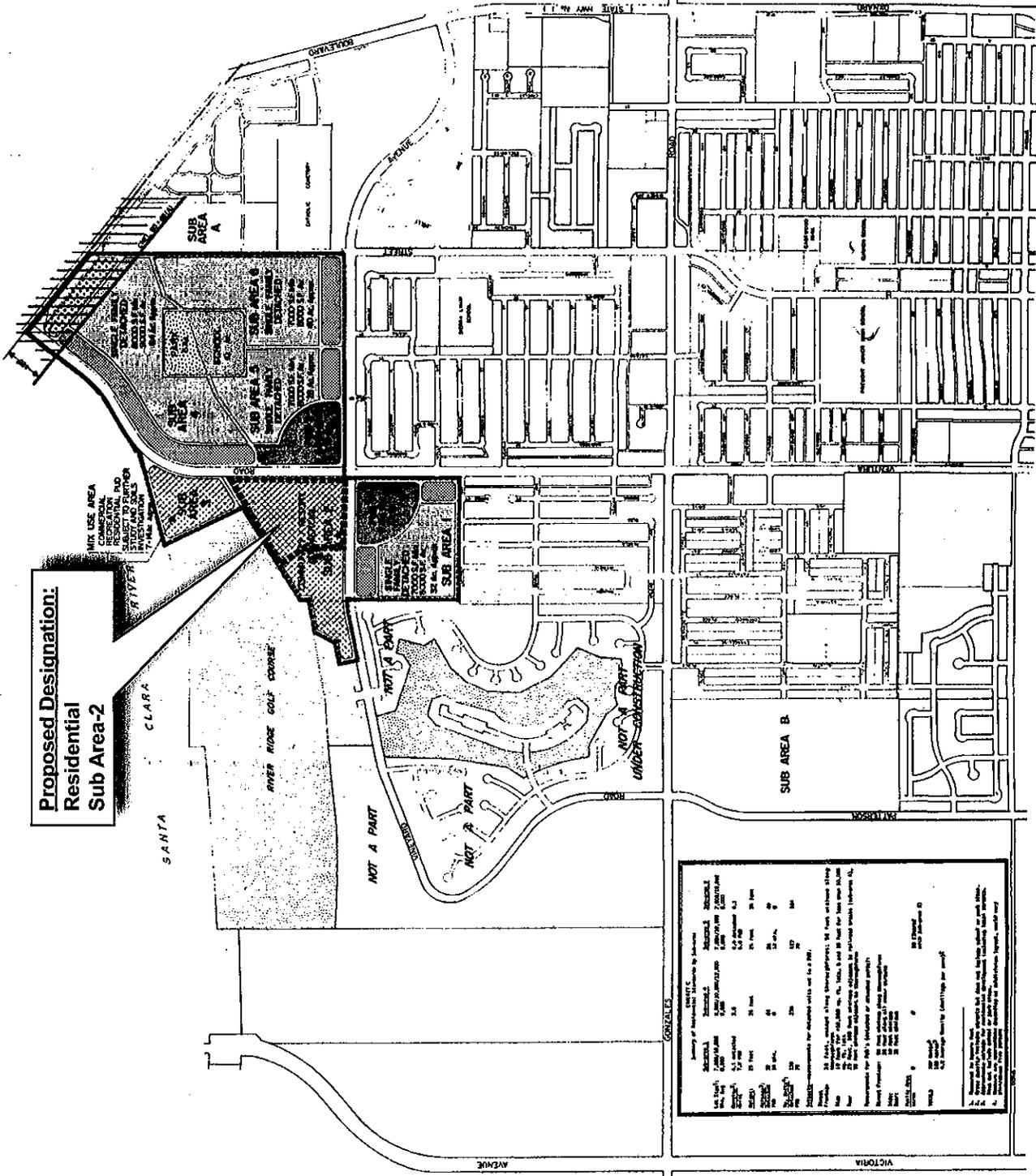
Michael Sanchez, Chairperson

ATTEST: \_\_\_\_\_  
Susan L. Martin, Secretary



# NORTHWEST COMMUNITY SPECIFIC PLAN

**Proposed Designation:  
Residential  
Sub Area-2**



**Proposed Designation (Specific Plan Amendment 06-630-01)**

Exhibit B

ADOPTED BY COUNCIL ON NOV. 24, 1977

**ATTACHMENT I.**

**Zone Change Resolution**

RESOLUTION NO. 2008- [06-570-02]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A ZONE CHANGE (PZ 06-570-02), TO CHANGE THE ZONE DISTRICT FROM C-2-PD (GENERAL COMMERCIAL, PLANNED DEVELOPMENT) TO R-2-PD (LOW DENSITY, PLANNED DEVELOPMENT) FOR THE PROJECT LOCATED ON THE NORTHWEST CORNER OF NORTH VENTURA ROAD AND WEST VINEYARD AVENUE (APNs 179-0-040-170, 179-0-040-180, 179-0-040-585 AND 179-0-040-625), 1801 WEST VENTURA AVENUE SUBJECT TO CERTAIN CONDITIONS. FILED BY CASDEN PROPERTIES, LLC., 9090 WILSHIRE BLVD., 3<sup>RD</sup> FLOOR, BEVERLY HILLS, CA 90211.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No. 06-570-02 filed by the Casden Properties, LLC., to amend the zoning of the above-described property roughly on the northwest corner of north Vineyard Road and west Vineyard Ave. from C-2-PD (General Commercial, Planned Development) to R-2-PD (Low Medium Density, Planned Development); and

WHEREAS, the Planning Commission has held public hearings and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 06-570-02 ; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of Planning and Zoning Permit No. 06-570-02; and

WHEREAS, a final environmental impact report has been certified for this project, and the Planning Commission has considered the final environmental impact report before making its recommendation herein.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of Planning and Zoning Permit No. 06-570-02, amending the City's official Zoning Map to change the zoning designation as shown in Exhibit "A", attached hereto and incorporated herein by reference.

Resolution No. 2008-[06-570-02]

Page 2

September 4, 2008

Vineyard-Ventura

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4<sup>th</sup> day of  
SEPTEMBER 2008, by the following vote:

AYES: Commissioners:

ABSTAIN: Commissioner:

NOES: Commissioners:

ABSENT: Commissioners:

\_\_\_\_\_  
Michael Sanchez, Chairman

ATTEST:

\_\_\_\_\_  
Susan L. Martin, Secretary

*Resolution No. 2008-[06-570-02]*

*Page 3*

*September 4, 2008*

*Vineyard-Ventura*

# **Exhibit A**

# **Zone Change**

# Zone Change

CNTY

Zone change from General Commercial,  
Planned Development (C2PD)  
to Multiple-Family, Planned  
Development (R-2-PD)

CR

R-2-PD

R1PD

C2PD

N VENTURA RD

W VINEYARD AV

LAUREL VALLEY PL

RIVER RIDGE RD

MUIRFIELD DR

LA QUINTA LN

OAKHILL CR

KAPALUA DR

NASSAU DR

KUMQUAT PL

JUNEBERRY PL

INDIGO PL

Zone Change

PZ 06-620-01, 06-630-01, 06-570-02

06-540-01, 06-300-01, 07-650-01

Location: 1801 Vineyard Ave

APN: 179004062, 179004017, 179004018, 179004058

Casden Properties Inc.

Feet

0 75 150 300 450 600



Oxnard Planning  
August 11, 2008



1:4,657