ORDINANCE NO. 287-21

AN ORDINANCE OF THE CITY OF WESTLAKE VILLAGE
APPROVING DEVELOPMENT AGREEMENT NO. 21-001
WITH SHP VI/HOLDEN WESTLAKE LLC

The City Council of the City of Westlake Village does ordain as follows:

Section 1. An application was duly filed by SHP VI/Holden Westlake LLC for a development agreement and for discretionary approvals necessary for the development of a 128-unit senior residential care facility project ("Project"), situated on approximately 1.3 acres, located at 31200 Cedarvalley Drive. A duly noticed public hearing was held on March 24, 2021, in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was duly given, all as required by Section 9.32.030 of the Westlake Village Municipal Code.

Section 2. Based on the full record of these proceedings, the City Council hereby finds that Development Agreement No. 21-001:

1) Is consistent with the General Plan (as amended by General Plan Amendment No. 21-001) and the North Business Park Specific Plan (as amended by North Business Park Specific Plan Amendment No. 21-001) as the property is designated as North Business Park Specific Plan with the Senior Residential Care Overlay, and the City Council finds that the Project, as conditioned, complies with all applicable provisions of the Zoning Ordinance;

2) Is in conformity with public conveniences and good land use practices as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure for the development and land uses that are compatible with their surroundings;

3) Will not be detrimental to the health, safety and general welfare as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services such as police, fire, utilities and sanitation;

4) Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned so as to be consistent with the General Plan (as amended by General Plan Amendment No. 21-001), the North Business Park Specific Plan (as amended by North Business Park Specific Plan Amendment No. 21-001), and compatible with surrounding land uses.

5) Is consistent with the provisions of Government Code 65864 through 65869.5.
Section 3. Based upon the aforementioned findings, the City Council hereby approves Development Agreement No. 21-001 between SHP VI/Holden Westlake LLC and the City of Westlake Village, which is attached hereto as Exhibit “A” and incorporated herein by reference.

Section 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published as required by law. This Ordinance shall become effective 30 days after its adoption. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective and SHP VI/Holden Westlake LLC has closed escrow on its acquisition of the subject property. The executed development agreement shall be recorded against the title to such property. Prior to recordation, the City Clerk shall manually insert the effective date of the development agreement into Section 2 of such document.

Section 6. CEQA Findings. The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq. (“CEQA”)), and the State CEQA Guidelines (Cal. Code of Regs., Tit. 14, § 15000 et seq.). The City staff prepared an initial study pursuant to State CEQA Guidelines Section 15025(a). Based on the information contained in the initial study, City staff concluded that, with the inclusion of certain mitigation measures, the Project would not have a significant effect on the environment. Based upon this determination, City staff prepared a draft Mitigated Negative Declaration (“MND”) in accordance with CEQA Section 21080(c) and Section 15070 of the State CEQA Guidelines. Notice of the preparation of the MND was posted and circulated for public review and comment from December 16, 2020, through January 15, 2021, and the MND was reviewed by the City Council and adopted by City Council Resolution No. 2174-21. That Resolution is incorporated herein by reference as if set forth in full.
PASSED, APPROVED AND ADOPTED this 14th day of April, 2021.

Susan McSweeney, Mayor

ATTEST:

Josephine Wilson, Interim City Clerk

On April 14, 2021, Ordinance No. 287-21 was duly adopted by the following vote, to wit:
AYES: McSweeney, Honig, Pearl, Davis
NOES: None
ABSTAIN: None
ABSENT: Halpern
RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of Westlake Village
Attn: City Clerk
31200 Oak Crest Drive
Westlake Village, CA  91361

No Recording Fee (Government Code Section 27383)

DEVELOPMENT AGREEMENT NO. 21-001
(Cedarvalley Senior Housing Project)

by and between

CITY OF WESTLAKE VILLAGE,
a California municipal corporation

and

SHP VI/HOLDEN WESTLAKE LLC
a Delaware limited liability company
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**EXHIBIT “A”**  Description of the Property  
**EXHIBIT “B”**  Preliminary Plans
DEVELOPMENT AGREEMENT NO. 21-001
(Cedarvalley Senior Housing Project)

This Development Agreement No. 21-001 ("Agreement") is dated April 14, 2021 for reference purposes, and is executed by the City of Westlake Village, a California municipal corporation ("City"), and SHP VI/ Holden Westlake LLC, a Delaware limited liability company ("Developer"). City and Developer are individually referred to herein as a "party" and collectively as the "parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the parties:

A. Pursuant to California Government Code Section 65864 et seq. ("Development Agreement Statute"), City is authorized to enter into development agreements with persons having legal or equitable interests in real property located within its territory or its sphere of influence.

B. In accordance with the Development Agreement Statute, the Westlake Village City Council ("City Council") has adopted Resolution No. 408 ("Development Agreement Resolution") establishing procedures and requirements for City's consideration of development agreements.

C. Developer owns or has an equitable interest in that certain real property located in Westlake Village, California that is more particularly described in the attached Exhibit "A" ("Property"), and that is commonly referred to as 31200 Cedarvalley Drive, Westlake Village, California 91361 within the Mixed Use Cedarvalley Zoning District of the North Business Park Specific Plan ("NBSP") area.

D. The parties desire to execute a development agreement to provide for: (i) construction and operation a 3-story senior assisted living project ("Project") on the Property; and (ii) extraordinary public benefits that balance the unique private benefits that Developer will receive from development of the Project.

E. To the degree permitted by law and subject to the exceptions specified herein, the parties intend that this Agreement will limit City's ability to delay, postpone, preclude, or further regulate development of the Project.

F. City has prepared, circulated, and adopted a final Mitigated Negative Declaration for the Project in accordance with the California Environmental Quality Act and implementing State guidelines.

G. All proceedings required by the Development Agreement Statute have been completed, and the terms of this Agreement are consistent with the Development Agreement Resolution.
AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** Unless the context otherwise requires, the following definitions shall apply:

   A. **“Agreement”:** this Development Agreement No. 21-001.

   B. **“Applicable Rules”:** the General Plan, the Specific Plan, the Zoning Ordinance, this Agreement and other rules, regulations and policies of City in force on the Effective Date and governing the permitted uses, density, design, improvement and construction standards of the Property.

   C. **“CEQA”:** the California Environmental Quality Act (Cal. Pub. Resources Code, § 21000 et seq.) and implementing state guidelines (Cal. Code of Regs Title 14, § 15000 et seq.), as they now exist or may hereafter be amended.

   D. **“City”:** the City of Westlake Village, a California municipal corporation.

   E. **“City Council”:** the Westlake Village City Council.

   F. **“City Manager”:** the Westlake Village City Manager.

   G. **“Developer”:** SHP VI/ Holden Westlake LLC, a Delaware limited liability company, and, subject to the provisions of Section 13(A), its successors, assigns, transferees, or other persons or entities acquiring title to or an interest in the Property.

   H. **“Discretionary Approval”:** an action that requires the exercise of judgment, deliberation or discretion on City’s part and that contemplates or authorizes City’s imposition of revisions or conditions in the process of approving or disapproving a particular activity.

   I. **“MND”:** the final Mitigated Negative Declaration adopted for the Project.

   J. **“Force Majeure”:** a circumstance or event beyond a party’s reasonable control including: acts of God; acts of terrorism; war; civil disturbance; act of public enemy; riots; lockouts, boycotts and strikes; flood, fire or other casualty; earthquake or other natural disaster; embargos or shortages of materials, energy, fuel, labor or other required materials; adverse weather conditions; any period of declared public health emergency by reason of a pandemic (excluding the current and continuing COVID-19 pandemic); restrictive governmental laws or regulations not in effect as of the Effective Date; any development moratorium or any action of other public agencies that regulate land use, development or the provision of services prevents, prohibits or delays construction of the Project; administrative proceedings that involve the Project and are not contemplated by this Agreement; and litigation that involves the Project and is not initiated by the party asserting a Force Majeure delay.
K. "General Plan": the Westlake Village General Plan as it exists on the Effective Date (as amended by the Project Entitlements).

L. "Indemnitees": City and its officers, employees, agents and representatives.

M. "Initial Development": the initial development of the Project, commencing on the Effective Date and ending upon the date on which a certificate of occupancy is issued for the last of the Project building and improvements within the Project as contemplated under the Project Entitlements.

N. "Material Change": a significant change or modification in the proposed uses, density, design, improvement, or construction of the Project not permitted under the Project Entitlements and the Applicable Rules. Minor modifications to exterior elevations and building design, as determined by City staff in their sole discretion, shall not qualify as a Material Change. Such minor modifications to exterior elevations and building design shall be reviewed and approved by City staff prior to work commencing.

O. "Ministerial Approval": an action that requires City to determine whether there has been compliance with applicable laws and conditions of approval, and that does not require the exercise of judgment, deliberation, or discretion.

P. "Mortgagee": a mortgagee of a mortgage, or a beneficiary under a deed of trust, encumbering all or a portion of the Property.

Q. "Preliminary Plans": the following conceptual plans attached as Exhibit "B": architectural site plan; landscape plan; tree exhibit; plant palette; materials plan; building elevations; building floor plans; building roof plan; conceptual unit plan; hydrology report; and sewer study.

R. "Project": the proposed development of the Property as specified in the Project Entitlements.

S. "Project Entitlements": All Discretionary Approvals and Ministerial Approvals issued by City on or prior to the Effective Date in connection with the Project, including: General Plan Amendment No. 21-001; North Business Park Specific Plan ("NBPSP") Amendment No. 21-001; and Planned Development Permit No. 21-001. Additionally, "Project Entitlements" includes the approvals and consents granted by City under this Agreement, and any Subsequent Project Approvals.

T. "Property": the real property described in the attached Exhibit "A."

U. "Specific Plan": the North Business Park Specific Plan (Westlake Village Municipal Code Section 9.44.010.B.) as it exists on the Effective Date (as amended by the Project Entitlements).

V. "Standard Plan Review/Building Permit/Inspection Fees": City’s standard plan review fees, building permit fees and inspection fees in effect at the time of issuance.
of the initial building permit for the Project. “Plan review fees” means fees for
City’s review of all of the following: parcel map; grading plan; storm drain plans;
SWPPP plan; cost estimate; bond estimate; sewer plans; water plans; reclaimed
water plans; parking lot plan; parking lot drainage; driveway ‘rideability’ analysis;
sewer drainage area study; hydrology report; hydraulics report; trucking/haul
routes; urban stormwater mitigation plan; parking and circulation; and lighting and
photometrics study. “Inspection fees” means fees for City’s inspection of all of the
following: grading; water line; sewer; reclaimed water; driveways; storm drain;
SWPPP plan installation and compliance; coordination with SWPPP QSD & QSP;
parking lot drainage; and parking lot paving.

W. “Subdivision Map Act”: California Government Code Section 66410 et seq. as it
now exists or may hereafter be amended.

X. “Subsequent Land Use Regulations”: any change in or addition to the Applicable
Rules (whether initiated or instituted by the City Council or by the electorate) that
would, but for this Agreement, be applicable to the Project.

Y. “Subsequent Project Approvals”: all Discretionary Approvals and Ministerial
Approvals issued by City after the Effective Date in connection with the Project.

Z. “Zoning Ordinance”: Westlake Village Municipal Code Article IX as it exists on
the Effective Date (as amended by the Project Entitlements).

2. Effective Date. This Agreement shall become effective on the effective date of Ordinance
No. 287-21. When Ordinance No. 287-21 has taken effect, the City Clerk shall manually
insert that date in the following blank space prior to recordation of this Agreement:
Effective Date is ____________________.

3. Term. The term of this Agreement shall commence on the Effective Date and shall expire
ten (10) years after the Effective Date unless earlier terminated by mutual consent of the
parties, or earlier terminated for default as provided herein.

4. Interest of Developer. Developer warrants to City that, as of the Effective Date,
Developer has an equitable interest in the Property and is party to a binding agreement to
acquire the Property in fee following the Effective Date. If Developer does not acquire a
fee interest in the Property within 365 days of the Effective Date, subject to extension
due to any Force Majeure event, then this Agreement shall terminate and be of no further force
and effect.

5. Binding Effect. This Agreement shall run with the land and shall be binding upon and
inure to the benefit of the parties and their respective assigns, heirs, or other successors in
interest.

6. Relationship of Parties. The parties acknowledge that, in entering into and performing
this Agreement, each is acting as an independent entity and not as an agent of the other in
any respect. Nothing contained in this Agreement shall be construed as making City and
Developer joint venturers or partners.
7. **Project Development and Operations.**

A. *Permitted Uses.* The Property may be used and developed as a senior assisted living facility in accordance with the MND, the Project Entitlements, and the Applicable Rules. Except as may be expressly required under this Agreement, Developer shall have no obligation to commence, undertake, or complete the construction of any building or other improvements on or otherwise with respect to the Property or any portion thereof.

B. *Maximum Density.* The maximum density of use of the Property shall not exceed the maximum density of use specified by the Specific Plan.

C. *Maximum Height, Stories, Size and FAR.* The maximum building height, number of stories, size, and floor area ratio of the Project shall not exceed the maximum building height, number of stories, size, and floor area ratio specified by the Specific Plan. Notwithstanding the foregoing, City agrees that Developer may include the square footage of any detention area and other area burdened by conservation, trail, monument sign, bus stop, reclaimed water line, or like easements in calculating open space, floor area ratios, coverage ratios, and the like in connection with the Applicable Rules.

D. *Construction Hours.* Except as provided in this paragraph (D), Developer shall conduct all construction activities on non-holidays between 7:00 a.m. and 7:00 p.m. Mondays through Fridays (inclusive), and between 8:00 a.m. and 5:00 p.m. on Saturdays. Notwithstanding the foregoing, City may restrict the hours in which grading is conducted on the Property, and Developer shall not conduct grading on the weekend unless approved in advance by City. In its sole discretion, City may approve extended construction hours during all or part of the construction period to allow construction activities between 6:00 a.m. and 7:00 p.m. Mondays through Saturdays (inclusive) and between 8:00 a.m. and 5:00 p.m. on Sundays and holidays. City may rescind approval of extended construction hours at any time by giving forty-eight (48) hours’ notice to Developer.

E. *Parking Lot Maintenance Hours and Restrictions.* Parking lot maintenance, including sweeping and power washing, may be undertaken daily between 10:00 p.m. and 8:00 a.m.

F. *Life of Project Approvals.* The term of all other Project Approvals shall be automatically extended such that these Project Approvals remain in effect for a period of time at least as long as the term of this Development Agreement.

8. **Vested Right.**

A. *Scope.* Except as expressly provided in this Agreement, Developer shall have a vested right to develop, construct, and use the Project in accordance with the MND, the Project Entitlements, and the Applicable Rules.
B. **Timing.** The parties acknowledge that, as of the Effective Date, Developer cannot predict when or the rate at which the Project will be developed, if at all, because such decisions depend upon numerous factors beyond Developer’s control such as market orientation and demand, construction costs, interest rates, and competition. The parties also acknowledge that the California Supreme Court has ruled that failure to specify the timing or sequence of development can result in the development being subject to a subsequently enacted growth control ordinance (*Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984)). Thus, it is the parties’ intent that, except as expressly provided in this Agreement, Developer shall have a vested right to develop, construct and use the Property in accordance with the MND, the Project Entitlements, and the Applicable Rules in such order, at such rate, and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment.

C. **Plan Approval.** City shall review and approve final plans for items covered by the Preliminary Plans if they comply with applicable State and County laws and do not deviate in any material respect from the Preliminary Plans, or if any deviation from the Preliminary Plans is consistent with the Applicable Rules.

D. **Excavation, Grading and Preparation of Property for Development.** Upon City’s approval of a grading plan, Developer may undertake excavation, preliminary grading work, filling and soil stockpiling on the Property or portion thereof in preparation for the development of the Property or portion thereof. No letter of credit, bond or security shall be required by City as a condition precedent to the commencement of such work except as required by the Applicable Rules. All SWPPP, dust and vermin control requirements of state law and the Applicable Rules shall be the sole responsibility of Developer. A haul route shall be submitted to the City for approval prior to the commencement of work.

E. **Subsequent Project Approvals.** A Developer application for a Subsequent Project Approval that does not involve a Material Change to the Project shall be governed by the Applicable Rules. A Developer application for a Subsequent Project Approval that involves a Material Change to the Project shall be subject to Subsequent Land Use Regulations. The MND, which has been adopted by the City as being in compliance with CEQA, addresses the potential environmental impacts of the entire Project as it is described in the Project Approvals. Nothing in this Development Agreement shall be construed to require CEQA review of Ministerial Approvals. It is agreed that, in acting on any discretionary Subsequent Approvals for the Project, the City will rely on the MND to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and the City will not require a new initial study or negative declaration unless required by CEQA and will not impose on the Project any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the MMRP or specifically required by the Applicable Rules unless otherwise required by CEQA. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject...
matter of the Subsequent Approval, and the City shall conduct such CEQA review as expeditiously as possible.

F. *Reserved Powers.* Except as provided in the following sentence, notwithstanding any other provision of this Agreement, if the provisions of any Subsequent Land Use Regulations, or any other amendment or modification to the Applicable Rules affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property, impose more stringent requirements with respect to development of the Property or construction of the Project, such increased requirements shall not be effective as applied to the Property. The following Subsequent Land Use Regulations shall apply to development of the Property:

1. Other than with respect to the Initial Development, processing fee increases that are uniformly applied by City and generally for all other property and owners within City’s corporate limits, and that do not exceed the estimated reasonable cost of providing the service for which they are imposed.

2. New or revised building, electrical, plumbing, mechanical, green building, and similar uniform codes applicable to the buildings and improvements of the Project that were adopted prior to the issuance of the initial building permit for the Project.

3. Rules, regulations, and policies that are mandated by federal or state law (including the California Department of Fish and Game filing fee).

4. Rules, regulations, and policies that are reasonably necessary to protect against an imminent threat to the public health or safety that both: (i) arises after the Effective Date; and (ii) does not arise solely from development of the Property consistent with the Project Entitlements.

5. Rules, regulations and policies that do not conflict with the Applicable Rules.

9. **Plan Review/Building Permit Fees; Public Artwork/In-Lieu Art Fee.**

A. *No Other Fees or Benefits.* Except as expressly set forth in this Section 9 or Section 10, there shall be no other City fees or other public benefits of any kind or character in connection with the construction or development of the Property or any part thereof, including any mitigation fees, impact fees, dedications, donations of land or any other contributions of any kind or character.

B. *Plan Review/Building Permit Fees.* Subject to and in accordance with the Applicable Rules, the Project shall be subject to Standard Plan Review/Building Permit/Inspection Fees in effect at the time of issuance of the initial building permit for the Project.
C. **Public Artwork.** Developer shall install public artwork on the Property in accordance with the Zoning Ordinance. For purposes of the Zoning Ordinance, the “project cost” and “project value” shall be based upon base building hard construction costs for the building within the Project (excluding any on-site or off-site non-building improvements and any tenant improvement or fixturing costs). The public artwork may consist of custom-built water features and custom-built landscape features as approved by City pursuant to the Zoning Ordinance.

10. **Extraordinary Public Benefits.**

A. **Acknowledgements.** The parties acknowledge that development of the Property will result in substantial public needs and that this Agreement confers unique benefits on Developer that can only be balanced by the provision of extraordinary public benefits. The parties intend by this Agreement to provide consideration to the public, including those benefits set forth in Section 9 and this Section 10, to balance the private benefits conferred on Developer by providing for the satisfaction of all direct, indirect and other public needs resulting from or relating to the Project, and to provide public assurance that this Agreement is fair, just and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to City. Developer acknowledges that this consideration is reasonably related to the impacts of the Project on the community, and further acknowledges that this consideration is necessary to address the impacts caused by the Project.

B. **Community Benefit Fee.** Developer shall pay City the sum of five hundred thousand dollars ($500,000) as a community benefit fee (exclusive of Standard Plan Review/Building Permit/Inspection Fees) to be used as City desires. Such fee shall be paid on or prior to issuance of the building permit for the Project building.

C. **Inclusionary Housing.** Developer shall reserve in perpetuity fifteen (15) of the Project’s one hundred two (102) assisted living units (i.e., 15 percent) for low and moderate income tenants in the following proportions: six (6) units shall be reserved for low income tenants whose incomes do not exceed eighty percent (80%) of the median family income for Los Angeles County as determined by the U.S. Department of Housing and Urban Development ("HUD"); and nine (9) units shall be reserved for moderate income tenants whose incomes do not exceed one hundred twenty percent (120%) of the median family income for Los Angeles County as determined by HUD. These units shall be constructed in such a manner so as to meet the State of California’s definition of a housing unit.

D. **Sidewalk and Landscaping Improvements and Maintenance.** Developer shall construct sidewalks in front of the Project site along Cedar Valley Drive and Via Rocos. Developer, at its sole cost, shall maintain the constructed sidewalks throughout the life of the Project. Further, Developer shall provide and incorporate enhanced landscaping in the setback areas of the Project site between the curb and the Project building face consistent with the Project Entitlements. Developer, at its sole cost, shall maintain the enhanced landscaping throughout the life of the Project.
11. **Force Majeure.** Except as otherwise expressly provided in this Agreement, should the performance of any act required to be performed by either party be prevented or delayed by reason of any Force Majeure, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. Such extension(s) of time shall not constitute an Event of Default. In addition, the Term of this Development Agreement and any Project Approvals shall be extended day by day for any period of any Force Majeure.

12. **Third Party Lawsuits.**

   A. **Indemnity.** Developer shall indemnify, defend and hold the Indemnitees harmless from and against any claim, demand, judgment, liability, cost or expense (including reasonable attorney’s fees and court costs) to the extent caused by: (i) litigation that challenges (individually or collectively) this Agreement, the MND, the Project Entitlements, the Ministerial Approvals, or the Subsequent Project Approvals; or (ii) any personal injury, property damage, or wrongful death claim caused by the acts or omissions of Developer or Developer’s contractors, subcontractors, employees, or agents in connection with the development of the Property. Developer’s obligations to indemnify, defend, and hold harmless apply regardless of City’s active or passive negligence, except for such loss or damage arising from City’s sole negligence or willful misconduct. In no event shall Developer be liable for any consequential, punitive, special, or similar-type damages. City shall tender defense of any such action to Developer in sufficient time to avoid prejudice, for handling by counsel selected by Developer. Developer shall not compromise or settle any proceeding in which it is providing City’s defense without obtaining the consent of City, which consent shall not be unreasonably withheld, delayed or conditioned, and which consent shall be deemed given if City fails to respond to any consent request within twenty-one (21) days; provided, however, that no City such consent shall be required for any settlement that involves only a payment of funds by Developer and does not involve any modifications to the Project.

   B. **Attorney Selection.** City reserves the right to approve the attorney(s) that Developer selects, hires, or otherwise engages to defend City, which approval shall not be unreasonably withheld, conditioned, or delayed.

   C. **No Delay.** The filing of any third party lawsuit challenging this Agreement, the MND, the Project Entitlements, the Ministerial Approvals, or the Subsequent Project Approvals, shall not delay or stop the development, processing, or construction of the Project, issuance of any future Ministerial Approvals, or issuance of any future Subsequent Project Approvals, unless and only to the extent the third party obtains a court order to such effect.

13. **Assignment.**

   A. **Right to Assign.** Developer shall have the unfettered right to sell, transfer, or assign its interest in the Property in whole or in part without City’s consent subject to compliance with the Subdivision Map Act. In addition, City agrees that Developer
may transfer the rights and responsibilities reserved to it hereunder to any other person or legal entity by written instrument, but only if such instrument specifically gives the transferee the right to enforce, and the obligation to comply with, the provisions of this Agreement. Mere purchase or lease of any portion of the Property shall confer no right to enforce this Agreement.

B. Release of Transferring Owner. Upon the sale, transfer, or assignment of all or a portion of the Property, the seller, transferor, or assignor shall be released of all obligations under this Agreement that relate to the portion of the Property being sold, transferred, or assigned, except with respect to any such obligations expressly reserved and retained by such seller. In connection with each such transaction, the seller, transferor, or assignor shall require the buyer, transferee, or assignee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property being sold, transferred, or assigned, except with respect to any such obligations expressly reserved and retained by such seller. If any such buyer, transferee, or assignee defaults under this Agreement, such default shall not constitute a default by the owner of any other portion of the Property and shall not entitle City to terminate this Agreement with respect to such other portion of the Property. The buyer, transferee, or assignee shall be responsible for the reporting and annual review requirements relating to its portion of the Property.

14. Mortgaging. Developer shall have the unfettered right to encumber all or part of the Property by any mortgage or deed of trust. The obligations of Developer and its successors under this Agreement shall not be binding upon any Mortgagor that acquires title to all or any part of the Property through trustee’s sale, foreclosure, or deed in lieu of foreclosure, but any such Mortgagor shall not be entitled to proceed with development of the Project or portion thereof unless and until such Mortgagor has consented in writing to be bound by all of the terms, covenants, and conditions of this Agreement. City shall give any Mortgagor, by registered or certified mail or by nationally recognized overnight carrier, a copy of any notice of default served upon Developer, provided that prior to such notice City has been notified in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such Mortgagor. If Developer shall fail to cure any default on its part hereunder within the time provided in this Agreement, then any Mortgagor shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such period, then such additional time as may be necessary if within such period the Mortgagor has commenced and is diligently pursuing the remedies necessary to cure such default (including commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Agreement shall not be terminated and shall City not exercise any rights or remedies hereunder while such remedies are being so diligently pursued. Developer may collaterally assign its interest in this Agreement in connection with any financing transaction. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and inure to the benefit of any Mortgagor who acquires title to the Property, or any portion thereof, by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise. Notwithstanding anything to contrary above, no Mortgagor shall have any obligation or duty under this Agreement to perform Developer’s
obligations or other affirmative covenants of Developer hereunder; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, or by the Project Approvals and Applicable Rules. Nothing in this Section shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Section constitute an obligation of City to such Mortgagee, except as to the notice requirements. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders.

15. Periodic Reviews.

A. Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with this Agreement. The reasonable, out-of-pocket cost of each annual review conducted, not to exceed one thousand dollars ($1,000) per year in the aggregate, shall be reimbursed to City by Developer. City's failure to timely conduct any annual review shall not constitute or be construed as a breach, default or waiver under this Agreement.

B. Special Reviews. Upon good cause, City at any time may order a special review of Developer's good faith compliance with this Agreement. The cost of special reviews shall be borne by the City unless a particular special review establishes that Developer is not acting in good faith compliance with this Agreement. In such event, Developer shall reimburse City for all reasonable, out-of-pocket costs related to that special review.

C. Procedure.

1. During either an annual review or a special review, Developer shall have the burden of presenting prima facie evidence, demonstrating good faith compliance with this Agreement. Failure by Developer to present prima facie evidence of good faith compliance by Developer shall constitute grounds for termination or modification of this Agreement, subject to the provisions of Section 14 and Section 16(E).

2. Upon completion of an annual review or a special review, at a public hearing the Planning Director shall submit a report to the City Council setting forth the evidence concerning Developer's good faith compliance with this Agreement and the recommended finding on that issue. Developer may contest any adverse recommendation by the Planning Director or otherwise participate in such hearing, either on its own or through legal counsel, by presenting witnesses and evidence.
3. If the City Council finds on substantial evidence that Developer has complied in good faith with this Agreement, the annual review or special review shall be concluded without further action by City.

4. If the City Council finds by a preponderance of the evidence that Developer has not complied in good faith with this Agreement, then City shall provide written notice to Developer describing: (i) the specific nature of the default; (ii) the actions required by Developer to cure the default; and (iii) the time period within which the default must be cured. Such notice shall satisfy the requirements of Section 16(E).

D. **Modification/Termination of Agreement.** City may modify or terminate this Agreement if Developer has failed to demonstrate good faith compliance with this Agreement at any annual review or special review, and has failed to cure the default following notice thereof within the specified time period required under Section 14 and Section 16(E).

E. **Compliance Certificate.** Upon request by Developer, City shall issue a compliance certificate if Developer has demonstrated good faith compliance with this Agreement at the most recent annual review or special review. Such certificate shall state that, based on information available to City, Developer is not in default and this Agreement remains in effect. Such certificate shall be in recordable form and may be recorded by Developer. City shall not be bound by a compliance certificate if an event of default existed at the time of the annual review or special review but was concealed from or otherwise not known to City.

16. **Remedies.**

A. **Acknowledgements.** The parties acknowledge that City would not have entered into this Agreement but for the following mutual understandings:

1. City shall not be liable for any claims from Developer for damages arising from any breach, termination or default under this Agreement by City.

2. The impacts of the Project, and the unique private benefits promised to be performed that Developer will realize from completion of the Project, warrant the extraordinary public benefits and other conditions of this Agreement.

B. **City Exemption from Damages Liability.** Each party may pursue any remedy at law or equity available for the breach of any provision of this Agreement except that City shall not be liable in damages to Developer arising from any breach, termination, or default under this Agreement by City. Developer covenants not to sue for damages, or claim any damages, for the following:

1. Any breach of this Agreement or for any cause of action that arises out of this Agreement.
2. The taking, impairment, or restriction of any right or interest conveyed or provided under or pursuant to this Agreement or otherwise.

3. Any dispute, controversy, or issue regarding the interpretation or effect of this Agreement.

C. Release. Except to the extent expressly provided otherwise under this Agreement, Developer hereby releases City and its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability (known or unknown, present or future) related to this Agreement, the Property, the Project, the Project Entitlements, and the Ministerial Approvals. Without limiting the generality of the preceding, Developer’s release under this provision applies to any claim or liability based or asserted pursuant to Article I, Section 19 of the California Constitution or pursuant to the Fifth Amendment of the United States Constitution.

D. Equitable Remedies. The parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance and other injunctive and equitable relieve are appropriate remedies for enforcement of this Agreement and shall be available to all parties for the following reasons:

1. Money damages are unavailable against City,

2. Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun.

E. Termination. Either party may terminate this Agreement for the other party’s failure to perform any material obligation under this Agreement or to comply in good faith with the terms of this Agreement. No such termination shall be effective unless: (i) if the defaulting party is Developer, then Developer has first received its public hearing and has been accorded its participation rights, and City has found by a preponderance of the evidence that Developer has not complied in good faith with this Agreement, all in accordance with Section 15; (ii) the non-defaulting party has provided the defaulting party written notice setting forth the nature of the default and the actions, if any, required to cure such default; (iii) the defaulting party has failed to cure such default within thirty (30) days or, if the default cannot reasonably be cured in such period, has failed to initiate the cure within such period and thereafter diligently prosecute the cure to completion. Notwithstanding the foregoing, nothing herein shall entitle the defaulting party to any additional notice or cure period beyond that provided in Section 15 if the defaulting party previously has been notified of such default pursuant to Section 15 and the cure period previously has expired.

F. Limitation of Liability. City agrees that Developer’s partners, directors, officers, members, managers, or shareholders shall not be personally liable for any judgment against Developer.
17. **Notices.** Any notices, invoices or other documents related to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party’s regular business hours, provided, however, that a copy of any notice given by e-mail or facsimile shall also be delivered by first class mail; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**CITY:**
City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, California 91361  
Attn: City Manager  
Facsimile: (818) 706-1391  
E-mail: Rob@wlv.org

**WITH A COPY TO:**
Richards, Watson & Gershon  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071  
Attn: Terence Boga, Esq.  
Facsimile: (213) 626-0078  
E-mail: tboga@rwglaw.com

**DEVELOPER:**
SHP VI/HOLDEN WESTLAKE LLC,  
c/o Alliance Realty Partners, LLC  
2462 Dupont Drive  
Irvine, California 92612  
Attn: Kimberly S. Bucklew  
Facsimile: (____) ____-____  
E-mail: kbucklew@allresco.com

**WITH A COPY TO:**
Cox, Castle & Nicholson LLP  
2029 Century Park East, Suite 2100  
Los Angeles, California 90024  
Attn: Andrew K. Fogg, Esq.  
Facsimile: (310) 284-2100  
E-mail: afogg@coxcastle.com

18. **General Provisions.**

A. **Recordation.** The City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the Effective Date.

B. **Record of Applicable Rules.** Prior to the Effective Date, the parties shall use reasonable efforts to identify two identical sets of the Applicable Rules so that each
party will have a set if it becomes necessary in the future to refer to any of the Applicable Rules.

C. **Time of the Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

D. **No Third Party Beneficiaries.** The only parties to this Agreement are City and Developer and their respective successors-in-interest, including successor owners and occupants of all or any portion of the Property, subject to the conditions and limitations set forth in Section 13. There are no third party beneficiaries, and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person.

E. **Operating Memoranda.** If the parties agree that non-substantive clarifications of this Agreement are necessary or appropriate for its proper implementation, they may effectuate such clarifications through mutually approved written operating memoranda. Execution of operating memoranda shall not require public notice or hearing, and City authorizes the City Manager to execute operating memoranda on its behalf.

F. **Amendments.** If the parties agree that substantive changes to this Agreement are necessary or appropriate, they may effectuate such changes through mutually approved written amendments. Developer shall reimburse City for the actual, out-of-pocket and reasonable legal fees and costs incurred by City processing amendments initiated by Developer or a Mortgagee.

G. **Consents.** Whenever the consent or approval of either party is required under this Agreement, such consent shall not be unreasonably withheld, delayed, or conditioned. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including approving or disapproving any request for consent or approval.

H. **Further Assurances.** The parties each agree to do, execute, acknowledge, and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or appropriate in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

I. **Order of Precedence.** In the event of any inconsistency between this Agreement and any Applicable Rule, Project Entitlement (including any condition of approval), Ministerial Approval, or Subsequent Project Approval, the provisions of this Agreement shall control.

J. **Delegation to City Manager.** City authorizes the City Manager to make City’s decisions regarding construction hours and parking lot maintenance hours pursuant to Section 7.
K. **Rules of Construction.** The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language. Unless otherwise indicated, references to "Section______" shall refer to provisions of this Agreement. The terms "include," "includes" and "including" are non-exhaustive. The term "shall" is mandatory and the term "may" is permissive.

L. **Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorney's fees. The venue for litigation shall be Los Angeles County, California.

M. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

N. **Authority and Enforceability.** The manager of Developer executing this Agreement warrants that he has been lawfully authorized to execute this Agreement on its behalf. The Mayor and Clerk of City warrant that they have been lawfully authorized by the City Council to execute this Agreement. Each party represents and warrants to the other that this Agreement constitutes the legal, valid, and binding obligations of such party, enforceable against such party in accordance with its terms, subject to bankruptcy and insolvency laws and other laws generally affecting the enforceability of creditor's rights and subject to limitations on the availability of equitable remedies.

O. **Supersedes Prior Agreements.** This Agreement shall be in lieu of and shall supersede any other agreement between the parties with respect to the subject matter herein contained, and all conditions, requirements, plans, special provisions, proposals, specifications, and other contracts and agreements not expressly incorporated herein by reference shall be superseded and of no further force or effect. City agrees and acknowledges that all requisite City consents, permissions, approvals, and the like with respect to the Project have been obtained to develop the Property consistent with the Project Entitlements (other than any building permit or similar type permit or approval required in the ordinary course of business) and there are no other obligations or liabilities with respect to the Property or the Project on Developer's part to be kept, performed, and observed that are not expressly set forth in this Agreement.

P. **Estoppels.** City agrees that it will, from time to time, upon request by Developer, execute and deliver to Developer and to any parties designated by Developer, within twenty (20) days following demand, an estoppel certificate on Developer's form, certifying: (i) that this Agreement is unmodified and in full force and effect (or if there had been modifications, that the same is in full force and effect as so modified); (ii) that there are no defaults hereunder (or specifying any claimed defaults); and (iii) such other matters as may be reasonably requested by Developer.
The failure of either party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. Either the City Manager or the Planning Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Q. **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law that becomes operative after the Effective Date, the validity of the remaining provisions shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

R. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same contract.

S. **Integration.** The recitals and exhibits to this Agreement are incorporated herein by reference. This Agreement (including the recitals and exhibits hereto) represents the entire and integrated contract between the parties regarding the Property and the Project. This Agreement supersedes all prior oral or written negotiations, representations and contracts between the parties in connection with this subject matter.

[Signatures on following page]
TO EFFECTUATE THIS AGREEMENT, the parties have executed this Agreement by causing their duly authorized representatives to sign below.

CITY:

CITY OF WESTLAKE VILLAGE,
a California municipal corporation

By: ________________________________
    Susan McSweeney, Mayor

ATTEST:

By: ________________________________
    Josephine Wilson, Interim City Clerk

APPROVED AS TO FORM:

By: ________________________________
    Terence Boga, City Attorney

DEVELOPER:

SHP VI/HOLDEN WESTLAKE LLC,
a Delaware limited liability company

By: Holden Westlake Alliance, LLC,
a Delaware limited liability company, its member

By: ________________________________
    Kimberly S. Bucklew
    Member
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ____________________________

On ______________, 2021 before me, Notary Public (insert name and title of the officer), personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ________________________________

[Seal]
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF ______________________ ) ss:

On ____________, 2021 before me, Notary Public (insert name and title of the officer),

personally appeared ________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ________________________________

[Seal]
EXHIBIT “A”

Description of the Property

The Property is situated in the City of Westlake Village, County of Los Angeles, State of California and is described as follows:

Parcels 2 and 3 of Parcel Map No. 8299 in the County of Los Angeles, State of California, as per map filed in book 89 pages 13 to 15 inclusive of parcel maps in the office of the County recorder of said county.

Assessor’s Parcel Number: 2054-031-030
EXHIBIT “B”

Preliminary Plans Titled “Council Hearing Set 24 March 2021”

[See attached]
Project Description
Cedarvalley Senior Housing

Project:
The proposed project located at 31200 Cedarvalley Drive in Westlake Village consists of developing a new 3-story Residential Care Facility for the Elderly. The senior community will provide services to residents needing Assisted Living and Memory Care support within an enclosed, welcoming, and secure environment.

Services that will be available are:
- Assistance with eating, bathing, dressing, toileting, and walking
- Access to health and medical services
- 24/7 security and staff availability
- Emergency call system for each resident’s home
- Health promotion and exercise programs
- Medication reminders
- Personal laundry services
- Social and recreational activities
- Three meals a day served in a common dining area
- Housekeeping services
- Transportation via van for group events or private chauffeured car

The project will be designed to be a Best in Class community with upgraded finishes such as luxury vinyl plank flooring, granite or quartz countertops and stainless-steel appliances. The community will provide a resort-like experience through the architecture, landscaping, interior amenities and finishes and exterior secured courtyards. Common areas for the assisted living residents will include a dining room, bistro, activity room, fitness room, roof terrace, lobby reception area, salon, and theater. Memory care common area spaces will include a dedicated dining room, living room, and activity room as well as access to the community bistro and salon.

Site:
Currently the site is improved with a one-story industrial office building which will be demolished. The main entry drive with drop off and underground garage access is proposed off of Cedarvalley Drive. All services for the community, trash, and service deliveries will be from a shared driveway on Cedarvalley Drive. Landscaping will be provided throughout.

Building:
The new building will be of Type V-A low construction consisting of 128 units with a total of approximately 92,500 SF. The 3-story building will have a maximum height of 52 feet, measured from the adjacent grade to the highest point of the roof. Amenities for the senior residents will include a central service kitchen, dining rooms for both Assisted Living and Memory Care residents, bistro, library, therapy room, theater and activity rooms in addition to a staff lounge and administrative office spaces.

The massing of the building is consistent with the surrounding context including the 3-story Hilton Foundation building to the east and the 2-story office building to the north (See site sections). Outdoor amenities will include private internal courtyards that will be secured for the safety of residents. The courtyards will contain both walking paths for exercise, quiet contemplative areas for visiting with family and tables for outdoor activities. There will be kitchens in all assisted living units (sink, microwave and refrigerator) with granite or quartz countertops. Memory care units will not have a kitchenette and instead a counter top and storage area.

Parking:
In Assisted Living & Memory Care communities, parking is necessary only for staff and visitors as residents no longer drive. On-grade parking is being proposed at 0.6 stalls/unit which is industry standard. A total of 63 parking stalls are being proposed for this project. In addition, the community will provide a van and a private car with chauffeur that can transport residents around town, to doctor’s appointments and to social activities.

Operations:
The community will be open 24 hours per day, 7 days per week. It will be licensed by the State of California as a Residential Care for the Elderly and will comply with all the state regulations. Staff will be on site 24 hours a day with the following 3 shifts:

- 8AM-2PM – 30 staff members
- 2PM-10PM – 25 staff members
- 10PM-6AM – 5 staff members

Architectural Style:
The proposed architectural style takes its cue from several elements prevalent in the Westlake Village community. It will include cement plaster walls, wood-like lap siding, concrete tile roofs, wood beam rafter tails & wrought iron detailing (See imagery sheet for examples). All exterior paint colors will be within an earth-tone color palette. We feel this style will blend well and be respectful of the surrounding community.

LANDSCAPE PROJECT DESCRIPTION
Based on the Conceptual Landscape Plan prepared by MJS Design Group dated October 23, 2019

The Cedarvalley Senior Housing development, located within a mostly commercial neighborhood, will be embraced by a lush landscape setback on 3 sides with the 4th side addressing deliveries to the site. Ground level residential units on the perimeter and facing the internal Courtyard are buffered with low, lush planting. The project entry at Cedarvalley Drive is recognized as essential place-making landscape opportunity. To achieve the quality of place, this area will be given a differentiated, unique character and image which collectively strengthens the identity of this senior community. Ease of accessibility encourages pedestrian activity, promotes safety and facilitates neighborhood interaction, will define the preservation character of the community. Careful use of water for landscaping utilizing medium and low water use plant material and a design approach of green oasis where the highest visual impacts occur.

RESIDENT COURTYARD:
The internal Courtyard, centrally located to the residential units and common areas serves as the outdoor social hub for the assisted living residents. A century old Olive tree anchors this outdoor space. A Fountain at the center of the Courtyard creates a visual connection to the outdoors from the Lobby entrance. Various types of "soft" furniture including chairs, love seats, couches, tables & umbrellas give the residents socializing options. The Memory Care residents enjoy an opportunity to interact with the landscape on generous, curvilinear walkways wandering by a bird bath, a pollinator garden and under mature Olive trees. Lush and colorful plant material arranged in organic groupings with an early-California palette provides visual interest.

PLANT MATERIAL:
Careful use of water for landscaping including low water use plant material and a design approach of green oasis where the highest visual impacts would occur. The planting scheme is simple, bold and easy to maintain providing a mix of plant sizes in informal planting schemes including both long and short-lived plant materials. Low water consumptive plants are utilized for the streetscape at Via Rosas street. All proposed plants are CAL-IPC non-invasive and WUCOLS Medium/Low water consumptive varieties for their proposed growing conditions.

Cedarvalley Senior Housing
31200 Cedarvalley Drive,
Westlake Village, California 91362
Project Narrative
A1
24 March 2021