

**Amabassador West**  
**AMBASSADOR GARDENS TERM SHEET**  
February 8, 2007

AACP II (Developer) and the City of Pasadena (City) agree in concept to the following terms with respect to the establishment of a public garden (The Garden) integral to the Ambassador West Project (Project). The parties acknowledge that the terms will become the basis for an Open Space Easement Agreement (Agreement) to be executed by the parties prior to or concurrent with City issuance of the first building permit for the Project.

1. The Garden will consist of the approximately 2.10 acres designated as the Great Lawn and Mayfair Stream as set forth in the Garden Diagram attached hereto which is a part of the Ambassador Gardens Preservation Plan (The Plan) previously submitted to the City and amended herein.
2. The use of the Garden acreage will be conveyed by the Developer to the City by way of the Garden Easement Agreement. The underlying title to the Garden acreage will remain the property of the Developer, and subsequently, the Master Property Owners' Association (MPOA).
3. The Garden is acknowledged by the City as the Project's full compliance with the City of Pasadena's Residential Impact Fee requirement (Title 4, Section 4.17 of the Pasadena Municipal Code) and any other fees or other requirements that may be subsequently adopted by the City to increase or enhance the City's public open space system.
4. The Garden is embedded within a larger system of private open spaces, residential communities and institutional uses. As a consequence, the Developer and City acknowledge that Garden design must include clearly defined edges and limits so as to respect the security and privacy requirements of these neighboring uses.
  - a. Where the Garden abuts private open spaces, residential or institutional uses, appropriate barriers should be provided. Barriers should be as "soft" as possible, such as hedge rows, planters of various types and fencing of open design. Signage may be used in conjunction with barriers as reinforcement of Garden boundaries.
  - b. Where consistent with privacy goals of the Project, barriers should allow visual access into private open spaces in order to emphasize the expansiveness of the site's open spaces and gardens.
5. The Garden will be accessible to the public through the public easement area as designated on the Plan. Additional pedestrian access will be available to the public via pedestrian easements through private property, as shown in the Plan. The final terms and locations of the pedestrian easements through private property will be reviewed and approved by the City prior to or concurrent with its approval of the Open Space Easement Agreement. Developer will provide the Garden with signage, restrooms, site furnishings and access as designated in The Plan.
6. The Garden's hours of operation will be 7:00 a.m. to sunset.

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7. Recreational Garden use will be limited to passive recreation including strolling, picnicking, reading, reflecting, jogging and passive play.
8. The City and the MPOA will each be permitted to hold up to six (6) special events per calendar year in the Garden, not to exceed three (3) days per event and events by each party shall not be in succession. The city-sponsored events will be subject to the calendar and use restrictions of the MPOA, the hours of operation and use restrictions stated herein, and in accordance with the other terms of this agreement.
9. Cultural Garden activities will be limited to use of interpretive stations illustrating the historical and botanical resources of the Garden and surrounding areas and other uses deemed by the City and MPOA to be consistent with the Garden's purpose. Use of game tables for chess, checkers, etc. are permitted, per the Plan.
10. Prohibited Garden uses include the standard list of prohibited uses for City of Pasadena public parks. In addition, the following uses shall be prohibited:
  - a. Use of barbeques and other fires
  - b. Organized field sports such as soccer, baseball, football, etc.
  - c. Tot lots or play equipment
  - d. Inflatable jumping equipment.
  - e. Dogs or other animals not on a leash.
  - f. Camping or staying overnight.
  - g. Prohibited activities as defined in Pasadena Municipal Code Section 3.24.110
  - h. Other uses determined by the City and the MPOA to be inconsistent with the purposes of the Garden or which are disruptive of or are incompatible with the surrounding institutional and residential uses.
11. The following uses are prohibited unless agreed to by the MPOA and the City:
  - i. Use of amplified sound devices
  - j. Use of temporary lighting
  - k. Dispensing or selling food.
11. Special public events such as those routinely scheduled through the City's Park Reservation System are inconsistent with the parking, privacy and security requirements of the surrounding land uses and shall be prohibited under the Agreement. This section is not intended to prohibit the special events referenced in paragraph 8, above.
12. Developer will repair and/or upgrade at Developers expense and sole discretion existing features within the Garden such as fountains, monuments, walkways, and landscapes to ensure their viability for long term public use.

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The Project's MPOA will be responsible for the cost of on-going maintenance of the Garden at a level comparable to the other ground maintenance standards used throughout the project.

13. The MPOA will provide security and policing of the Garden augmented, as necessary, by the City's police department. The City will indemnify the MPOA from and against any claims resulting from the use of the easement by the Public. Security on public access routes on private property outside of the Garden will be the primary responsibility of the MPOA.
14. The historical and botanical resources of the Garden are of great value to the City and the surrounding community. To ensure that the public Garden use contemplated by the Agreement does not compromise these resources through over-use or other unforeseen factors, the Agreement should include a 36 month. "Probationary period". At the conclusion of the probationary period the MPOA will have the right to prepare an assessment of the condition of the Garden's resources. If the assessment concludes that the Garden's resources have been compromised, the MPOA and the City will mutually agree to the remedy. Any modification to the operation of the Garden will not diminish the benefit duly received through the acceptance of the Park Easement in lieu of the payment of Residential Impact Fees.