



OFFICE OF THE CITY CLERK

MEMORANDUM - CITY OF PASADENA

TO: Mayor and City Council
FROM: Mark Jomsky, City Clerk
DATE: March 30, 2015
RE: Agenda Item No. 14 – Revisions to the Development Agreement

Attached, please find recommended changes to the Development Agreement for the 100 West Walnut Planned Development (Lincoln/Parsons) submitted by Planning and Community Development Department staff.

Following are selected redlined pages where changes have occurred to the Development Agreement, followed by a complete Development Agreement document incorporating all the proposed changes.

Staff will be reviewing each change as part of the PowerPoint presentation for tonight's related agenda items (Agenda Items 10, 13 and 14).

03/30/2015
Submitted by staff

(t) PPF shall mean PPF OFF 100 West Walnut, L.P., a _____ limited partnership, and its successors and assigns.

(u) “PPF Property” means the real property described in Exhibit “A” attached hereto.

(v) “Project” means the development of the 100 West Walnut into a mixed use project that would consist of new uses, which are in addition to existing uses on site, that are permitted by and in accordance with the Planned Development, including: 1) up to approximately 612,500 square feet of office uses, of which up to 22,500 square feet could be used for ancillary retail uses; 2) ground floor retail along Fair Oaks Avenue frontage with a minimum depth of 40 feet, and totaling approximately 15,000 square feet of retail uses; 3) up to approximately 2,500 square feet of restaurant uses, and 4) up to 475 residential units.

(w) “Project Approvals” means the following land use actions requested by PPF from the City of Pasadena: 1) a zone change from CD-1 (Central District Specific Plan, Old Pasadena) to Planned Development; and 2) approval of Planned Development 33 – 100 West Walnut Planned Development.

(x) “Processing Fees” means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity including, but not limited to, fees for land use applications, Building Permit applications, Building Permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees.

(y) “Reserved Powers” means the power and authority of the City to enact regulations and/or take Discretionary Action if the same is expressly found by the City to be necessary to protect residents of the City, those employed in the City, or visitors to the City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date of this Agreement).

(z) “Rose Bowl Events” shall mean events held at the Rose Bowl after 6:00pm on weekdays, anytime on weekends or state or federal holidays, and all day on January 1st each year.

(aa) “Shared Use Parking Spaces” means a pool of parking spaces available to office tenants and visitors at the project site that may be used by the public during Rose Bowl Events at market rates.

(bb) “Subdivision Ordinance” shall mean the official Subdivision Ordinance of the City, Title 16 of the Pasadena Municipal Code, in effect as of the Effective Date of this Agreement.

or federal laws or regulations. If the City or PPF believes that such a change or addition required by California or federal law or regulation exists, then that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

(d) Changes in Developer Fees and Processing Fees Under Applicable Rules.

The PPF Property and Future Development of the PPF Property shall be subject to any increase in Developer Fees and Processing Fees imposed by the City, provided that such a change is applied on a Citywide basis. PPF agrees to pay all Developer Fees and Processing Fees at the rate and amount in effect at the time the fee is required to be paid.

10. PPF's Consideration/Obligation.

(a) Conditions of Approval. PPF shall comply with the Conditions of Approval and mitigation measures imposed by the City upon PD Permit and other the Project approvals.

(b) Reimbursement of Project Approval Costs. No later than sixty (60) days after the Effective Date, PPF shall reimburse the City for all of its costs to process the Project Approvals, including legal and environmental processing costs related to the Project Approvals and preparation of this Agreement, if any, in an amount not to exceed \$100,000.

(c) Development of the Entirety of Phase 1. PPF shall concurrently pull building permits for all buildings in Phase 1 of the project, which consists of up to 475 residential units; ground floor retail along Fair Oaks Avenue frontage with a minimum depth of 40 feet, and totaling approximately 15,000 square feet of ground floor retail uses consistent with the conceptual plan approved as part of the Project Approvals; up to 210,000 square feet but not less than 150,000 square feet of office uses; and up to 2,500 square feet for restaurant uses. PPF shall thereafter diligently pursue to completion concurrent development of all buildings in Phase 1.

(d) Construction of Holly Street Extension. Prior to the issuance of a final Certificate of Occupancy for Phase 1, PPF shall construct the extension of Holly Street westerly from Fair Oaks to Pasadena Avenue substantially as shown in Exhibit B, attached hereto and incorporated herein by reference.

(e) Leonard Pieroni Drive Beautification. Prior to the completion of Phase 1, PPF shall realign and reconfigure Leonard Pieroni Street and provide sidewalks, as well as landscaping, on both sides of the street into order to provide a pedestrian-oriented street that connects to Old Pasadena. All improvements shall be consistent with the Old Pasadena Streetscapes and Alley Walkways Refined Concept and Elements Specifications Plan ~~Pasadena Passages and Alleyways Plan.~~

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be consistent with the ~~Pasadena Passages and Alleyways Plan~~ Old Pasadena Streetscapes and Alley Walkways Refined Concept and Elements Specifications Plan.

(g) Zoning Parking Credit. Should the City desire to amend the Old Pasadena Parking Credit District boundaries to include the subject property, PPF or its successor or assigns will work with the City in good faith to enter into an agreement to allow up to 50% of the total number of parking spaces provided above zoning code requirements to be included agreed within the pool of parking credits allocated to the District. The agreement shall specify the total number of spaces to be provided for zoning credits, the hours of availability of the parking spaces and shall not otherwise restrict PPFs utilization of said parking spaces.

(h) Rose Bowl Event Parking. PPF has voluntarily made excess on-site parking available for Rose Bowl Events at the prevailing market rate. With respect to the obligations of this paragraph 10 (h), the Parties agree and acknowledge that the Project Site will be a mixed use office campus that consists primarily of office uses, with additional residential and retail uses. The nature of the office uses provides a shared-use parking opportunity because the bulk of these spaces tend to be occupied by office users from 9:00am to 5:00pm on weekdays, with greater vacancy later in the evening on weekdays and even greater typical vacancy on weekends, when Rose Bowl Events are typically held. Nothing herein shall limit the ability of PPR to charge prevailing market rate for Rose Bowl Event parking, nor shall it imply or require tenants or guests of uses on the Project Site to be displaced during Rose Bowl Events in order to make parking available for Rose Bowl or public users.

PPF and all successors and assigns shall make the following parking spaces publicly available for Rose Bowl Events as follows: at least 2,500 Parking Spaces during Phase 1 construction; at least 3,000 Parking Spaces at all other times excluding Phase 1 construction; and at least 3,700 Parking Spaces on New Year's Day weekends or state or federal holidays upon completion of Phase 2. All such Parking Spaces shall be available to the public at the prevailing market rate

PPF shall also ensure that construction activities do not displace the shuttle pick-up/drop off location for Rose Bowl Events is provided along Pasadena Avenue adjacent to the project site consistent with past practice.

The Parties agree and acknowledge that PPF has no relationship or involvement with the operation of the Rose Bowl, or the timing and frequency of events. As noted in Section 5 of this Agreement the obligations set forth in this Section 10 (h) shall have a term of twenty-eight (28) years from the effective date of this Agreement.

On Rose Bowl Event Days, PPF, and its successors and assigns, shall not undertake or allow non-typical business events that would interfere with the ability to provide the required parking spaces under this Agreement.

(i) Public Open Space Easement. The area identified as Holly Plaza and all areas reserved for pedestrian access through the site, as depicted in Exhibit C, attached hereto, and incorporated herein by reference, shall be improved and maintained as open space throughout the life of the Project. Prior to the issuance of a final Certificate of Occupancy for

FULL CLEAN VERSION OF
DEVELOPMENT AGREEMENT
AGENDA ITEM 14

CITY OF PASADENA

WHEN RECORDED MAIL TO:

City of Pasadena
Attention: City Attorney
100 North Garfield Ave., Room N-210
Pasadena, California 91109

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made by and between THE CITY OF PASADENA, a California municipal corporation (the “City”), and PPF OFF 100 West Walnut, L.P., a _____ limited partnership (“PPF”). The City and PPF are individually referred to herein as a “Party” and collectively referred to 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 to this Agreement.

A. PPF is the fee owner of that certain real property located in the City of Pasadena, California and described in Exhibit A attached hereto and incorporated herein by reference (the “PPF Property”).

B. PPF currently operates the portion of the PPF Property north of the extension of West Holly Street (the “North Development Area”) as a commercial office development with surface parking, and the portion of the PPF Property south of the extension of West Holly Street (the “South Area”) as a commercial office development with parking structures.

C. PPF proposes to convert the 22.67 acre PPF Property to a mixed-use office campus and residential community, including adding the following uses and buildings to the North Development Area: 1) up to approximately 612,500 square feet of office uses, of which up to 22,500 square feet could be used for ancillary retail uses; 2) ground floor retail along Fair Oaks Avenue frontage with a minimum depth of 40 feet, and totaling approximately 15,000 square feet of retail uses; 3) up to approximately 2,500 square feet of restaurant uses, and 4) up to 475 residential units. PPF has filed for the following entitlements for the Project: a change of zoning from CD-1 to PD (Planned Development) and a Lot Line Adjustment.

D. PPF has applied to the City for approval of this mutually binding Agreement, pursuant to the provisions of the Development Agreement Act (as hereinafter defined) and other applicable laws, primarily including Pasadena Municipal Code (“PMC”), Zoning Code Chapter 17.66 (Development Agreements).

E. The City Council has specifically considered the benefits of the Project and the advantages and impacts of granting a continued right to develop the PPF Property in the future in accordance with the Applicable Rules (as hereinafter defined) including without limitation the Zoning Code, General Plan, and the Central District Specific Plan, and believes that the execution of this Development Agreement will be in the best interests of the City.

F. This Agreement eliminates uncertainty in planning and provides for the potential orderly development of the PPF Property in the future in a manner consistent with the City's current Applicable Rules including without limitation the Zoning Code, General Plan and the Central District Specific Plan.

G. To provide such certainty, the City desires, by this Agreement, to provide PPF with assurance that PPF can develop the PPF Property pursuant to the uses, density and other land use characteristics specified in the City's Applicable Rules including without limitation the Zoning Code, General Plan, and the Central District Specific Plan, and Planned Development Permit.

H. The City has determined that, as a result of the Development Agreement, substantial benefits will accrue to the public, and that the Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City.

I. On February 25, 2015, pursuant to the requirements of the Development Agreement Act and PMC Chapter 17.66, the Planning Commission of the City of Pasadena (the "Planning Commission") conducted a hearing on PPF's application for this Agreement, and forwarded its recommendations to the City Council.

J. On March 30, 2015, pursuant to the requirements of the Development Agreement Act and PMC Chapter 17.66, the City Council of the City of Pasadena (the "City Council") conducted a hearing on PPF's application for this Agreement.

K. The City Council has found and determined that the Project, the Project Approvals and this Agreement are consistent with the City's Zoning Code, General Plan, Central District Specific Plan, Planned Development Permit (PD Permit), State Development Agreement Act, and all other plans, policies, rules and regulations applicable to the PPF Property.

L. On March 30, 2015 the City Council considered and certified the Final EIR for the Project, made findings pursuant to CEQA, and adopted a statement of overriding considerations.

M. On March 30, 2015, and pursuant to PMC Section 17.66.040.G(6), the City Council conducted first reading of Ordinance No. _____ approving this Agreement, and on _____ conducted second reading, and such Ordinance became effective on _____.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the City's Development Agreement Ordinance and the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

(a) "Applicable Rules" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City's General Plan, the Central District Specific Plan, the Zoning Code, Planned Development Permit (PD Permit) the Subdivision Ordinance and building regulations, in effect as of the Effective Date. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the PPF Property.

(b) "Building Permit" means a permit issued by the City pursuant to Title 14 of the Pasadena Municipal Code to authorize construction of a building or other structure.

(c) "Business Day" means any day other than a Saturday, Sunday or California or Federal holiday on which banks in the City are customarily closed.

(d) "Central District Specific Plan" shall mean the Central District Specific Plan applicable to the portion of the City that includes, but is not limited to, the PPF Property in effect as of the Effective Date of this Agreement.

(e) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), as it now exists or may hereafter be amended.

(f) "Developer Fees" shall mean those fees established and adopted by the City pursuant to Section 66000 et seq., of the Government Code of the State of California to offset the impact of development on the City's capital facilities, including, without limitation, parking impact fees, affordable housing fees, traffic fees, infrastructure fee, linkage fees, exactions, assessments or fair share charges or other similar impact fees imposed by the City on or in connection with new development on the PPF Property. Developer Fees do not mean or include Processing Fees.

(g) "Development Agreement" or "Agreement" means this Agreement.

(h) “Development Agreement Act” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code (as the same may be amended and/or re-codified from time to time).

(i) “Discretionary Action(s)” or “Discretionary Approval(s)” means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit or Ministerial Approval (as hereinafter defined).

(j) “Effective Date” shall mean the date this Agreement, fully executed, is recorded in the official records of the Los Angeles County Recorder.

(k) “Future Approvals” shall mean all future Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals required or requested with respect to the PPF Property.

(l) “Future Development” shall mean development of the PPF Property, in whole or in part, consistent with the Applicable Rules in effect as of the Effective Date.

(m) “General Plan” means the General Plan of the City, as it exists as of the Effective Date.

(n) “Ministerial Permit(s),” or “Ministerial Approval(s)” means a permit or approval, including, but not limited to, Building Permits, grading permits, shoring and excavation permits, demolition permits, zone clearances, and certificates of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(o) “Mortgage” means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the PPF Property, given by PPF.

(p) “Mortgagee” means the holder of the beneficial interest under any Mortgage.

(q) “Notice of Determination” shall mean the Notice of Determination adopted by the City with respect to the Project and this Agreement pursuant to CEQA.

(r) “Parking Spaces” shall mean Shared Use Parking Spaces that are not the Pod Spaces or Third Party Lease Parking Spaces.

(s) “Pod Spaces” shall mean 140 parking spaces located under the existing Parsons building that are specifically reserved and separately gated.

(t) PPF shall mean PPF OFF 100 West Walnut, L.P., a _____ limited partnership, and its successors and assigns.

(u) “PPF Property” means the real property described in Exhibit “A” attached hereto.

(v) “Project” means the development of the 100 West Walnut into a mixed use project that would consist of new uses, which are in addition to existing uses on site, that are permitted by and in accordance with the Planned Development, including: 1) up to approximately 612,500 square feet of office uses, of which up to 22,500 square feet could be used for ancillary retail uses; 2) ground floor retail along Fair Oaks Avenue frontage with a minimum depth of 40 feet, and totaling approximately 15,000 square feet of retail uses; 3) up to approximately 2,500 square feet of restaurant uses, and 4) up to 475 residential units.

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(aa) “Shared Use Parking Spaces” means a pool of parking spaces available to office tenants and visitors at the project site that may be used by the public during Rose Bowl Events at market rates.

(bb) “Subdivision Ordinance” shall mean the official Subdivision Ordinance of the City, Title 16 of the Pasadena Municipal Code, in effect as of the Effective Date of this Agreement.

(cc) “Subsequent Land Use Regulations” means any change in or addition to the Applicable Rules adopted after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the PPF Property.

(dd) “Third Party Lease Parking Spaces” shall mean 500 parking spaces that are leased for use by Third Party Parkers.

(ee) “Third Party Parkers” shall mean users of parking spaces that are not tenants or guests of uses located at the Project Site.

(ff) “Zoning Code” shall mean the official Zoning Code of the City, Title 17 of the Pasadena Municipal Code, in effect as of the Effective Date of this Agreement.

2. Recitals of Premises, Purpose and Intent.

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

“The Legislature finds and declares that:

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

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

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties.

(b) Future Development. During the term of this Agreement, PPF may seek to develop the PPF Property subject to the Applicable Rules and this Agreement. The Parties hereby agree that, subject to the exercise of the City's Reserved Powers, for the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the PPF Property shall be those set forth in the Applicable Rules, and this Agreement. Subject to the exercise of the City's Reserved Powers, any Future Approvals shall, at the election of PPF, be subject to the Applicable Rules or the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City at the time of such Future Approvals.

3. Property Subject to Agreement. This Agreement shall apply to all of the PPF Property, as described in Exhibit A.

4. Application of Agreement. This Agreement shall apply to the development and use of the PPF Property. Such development and use shall be in accordance with the Applicable Rules and this Agreement.

5. Term of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement, and shall continue for fifteen (15) years after the Effective Date except that the provisions of Section 10 (h) of this Agreement and the default provisions and remedies shall continue for twenty-eight (28) years, unless said Term is otherwise terminated. However, the 15 year term of the Agreement shall be automatically extended by five (5) years upon issuance of the first building permit for Phase 1 of the Project. Following the expiration of this Term, and except as to the twenty-eight (28) year term applicable to Section 10 (h) and the default provisions and remedies, this Agreement shall terminate and be of no further force and effect, provided, however, if any vested rights associated with any vesting tentative tract map that may be approved for the Project extend beyond the end of the 15th year of this Agreement, or 20th year in the event of the five year extension contemplated above, then the term of this Agreement shall automatically be extended until the expiration of the vested rights that accompany the vesting tract map for the Project.

6. Timing of Development.

(a) The Parties acknowledge that PPF cannot at this time predict when or if the PPF Property will be developed. Such decisions depend upon numerous factors that are not within the control of PPF. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, (the Pardee Case) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that, except as provided below, PPF shall have the right to develop the PPF Property consistent with the Applicable Rules and this Agreement in such order and at such rate and at such times as PPF deems appropriate within the exercise of its sole and subjective business judgment during the term of this Agreement. This provision shall

be broadly construed to provide PPF the greatest amount of time and flexibility (in light of the *Pardee* Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit PPF to complete development of the PPF Property irrespective of later adopted rules, regulations or initiatives which would otherwise restrict PPF's time to develop the PPF Property, except as provided in Section 10 below.

7. Permitted Uses; Density; Building Heights and Sizes; Required Dedications. The City and PPF hereby agree that the permitted uses of the PPF Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the PPF Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the PPF Property shall be as set forth in and consistent with the Applicable Rules, this Agreement, and Future Approvals.

8. PPF's Rights. PPF shall have and is hereby vested with the rights, during the term of this Agreement, including any extensions, to develop the PPF Property as allowed by the Applicable Rules. PPF shall be obligated to pay Developer Fees in connection with the development of the PPF Property as required by the Section 9 (d) of this Agreement.

9. Changes in Applicable Rules.

(a) Non-Application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules (other than changes in Developer Fees and Processing Fees as provided in this Agreement), including, without limitation, any changes in the General Plan, the Central District Specific Plan, the Zoning Code, or the Subdivision Ordinance (including any regulation relating to the timing, sequencing, or phasing of development of the PPF Property or construction of all or any part of Future Development), adopted after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, 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, which would, absent this Agreement, otherwise be applicable to the PPF Property and which would conflict in any way with or be more restrictive than the Applicable Rules, shall not be applied to the PPF Property or Future Development of the PPF Property during the term of this Agreement unless such changes represent an exercise of the City's Reserved Powers.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the PPF Property shall be subject to changes occurring from time to time in the provisions of the City's building, mechanical, plumbing and electrical regulations which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by California or Federal Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the PPF Property and Future Development if such changes or additions are specifically mandated to be applied to such development by applicable California

or federal laws or regulations. If the City or PPF believes that such a change or addition required by California or federal law or regulation exists, then that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

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(d) Construction of Holly Street Extension. Prior to the issuance of a final Certificate of Occupancy for Phase 1, PPF shall construct the extension of Holly Street westerly from Fair Oaks to Pasadena Avenue substantially as shown in Exhibit B, attached hereto and incorporated herein by reference.

(e) Leonard Pieroni Drive Beautification. Prior to the completion of Phase 1, PPF shall realign and reconfigure Leonard Pieroni Street and provide sidewalks, as well as landscaping, on both sides of the street into order to provide a pedestrian-oriented street that connects to Old Pasadena. All improvements shall be consistent with the Old Pasadena Streetscapes and Alley Walkways Refined Concept and Elements Specifications Plan.

(f) Fair Oaks/Union Street Improvement. Prior to a final Certificate of Occupancy for Phase 1, PPF shall reconfigure the intersection of Fair Oaks Avenue and Union Street to shorten the pedestrian crossing distance along the north leg of the intersection by constructing a curb extension at the northwest corner of the intersection. All improvements shall be consistent with the Old Pasadena Streetscapes and Alley Walkways Refined Concept and

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(g) Zoning Parking Credit. Should the City desire to amend the Old Pasadena Parking Credit District boundaries to include the subject property, PPF or its successor or assigns will work with the City in good faith to enter into an agreement to allow up to 50% of the total number of parking spaces provided above zoning code requirements to be included agreed within the pool of parking credits allocated to the District. The agreement shall specify the total number of spaces to be provided for zoning credits, the hours of availability of the parking spaces and shall not otherwise restrict PPFs utilization of said parking spaces.

(h) Rose Bowl Event Parking. PPF has voluntarily made excess on-site parking available for Rose Bowl Events at the prevailing market rate. With respect to the obligations of this paragraph 10 (h), the Parties agree and acknowledge that the Project Site will be a mixed use office campus that consists primarily of office uses, with additional residential and retail uses. The nature of the office uses provides a shared-use parking opportunity because the bulk of these spaces tend to be occupied by office users from 9:00am to 5:00pm on weekdays, with greater vacancy later in the evening on weekdays and even greater typical vacancy on weekends, when Rose Bowl Events are typically held. Nothing herein shall limit the ability of PPR to charge prevailing market rate for Rose Bowl Event parking, nor shall it imply or require tenants or guests of uses on the Project Site to be displaced during Rose Bowl Events in order to make parking available for Rose Bowl or public users.

PPF and all successors and assigns shall make the following parking spaces publicly available for Rose Bowl Events as follows: at least 2,500 Parking Spaces during Phase 1 construction; at least 3,000 Parking Spaces at all other times excluding Phase 1 construction; and at least 3,700 Parking Spaces on weekends or state or federal holidays upon completion of Phase 2. All such Parking Spaces shall be available to the public at the prevailing market rate

PPF shall also ensure that construction activities do not displace the shuttle pick-up/drop off location for Rose Bowl Events is provided along Pasadena Avenue adjacent to the project site consistent with past practice.

The Parties agree and acknowledge that PPF has no relationship or involvement with the operation of the Rose Bowl, or the timing and frequency of events. As noted in Section 5 of this Agreement the obligations set forth in this Section 10 (h) shall have a term of twenty-eight (28) years from the effective date of this Agreement.

On Rose Bowl Event Days, PPF, and its successors and assigns, shall not undertake or allow non-typical business events that would interfere with the ability to provide the required parking spaces under this Agreement.

(i) Public Open Space Easement. The area identified as Holly Plaza and all areas reserved for pedestrian access through the site, as depicted in Exhibit C, attached hereto, and incorporated herein by reference, shall be improved and maintained as open space throughout the life of the Project. Prior to the issuance of a final Certificate of Occupancy for Phase 2 of the Project, PPF shall execute an open space easement in favor of the City, in a form acceptable to the City Attorney and Director of Community Development.

(j) Public Art and Holly Street Terminus Monument. PPF shall satisfy the City's public art requirement as set forth in Section 17.61.100 of the PMC.

(i) Above and beyond the City's regulations and/or policies relative to public art: 1) PPF shall provide and maintain in good condition and repair, artwork in an area on the Project Site that is clearly visible to the general public from City Hall and shall further the policies of the 2014 Public Art Master Plan and designed in the spirit of the Bennett Plan providing a visual terminus for Holly Street, with a visual connection to City Hall along the Holly Street axial; 2) the cost of the construction and installation of the artwork, exclusive of art consultant fees, design or other fees (the total of which shall not exceed \$80,000), shall be \$500,000 (exclusive of the amount required for public art as specified in Section 17.61.100 of the PMC); 3) satisfaction of this section may include multiple artworks, with at least one art piece providing a visual terminus for Holly Street; and 4) prior to the issuance of the first Certificate of Occupancy for Phase 1, the artwork for the Holly Street terminus shall either be approved with permits issued by the City or PPF shall deposit the \$500,000 payment required by this paragraph (j)(i) into an escrow account in favor of the City to ensure completion of the required artwork. All artwork produced in conjunction with the project shall be located on site and all in-lieu public art fees paid in connection with the Project, shall result in artwork located on the project site. Should multiple artworks be developed for the project, the timing of installation of other artworks shall be determined by the Director of Planning and Community Development, based on the proposed location of the other artworks and the project construction schedule.

(ii) Maintenance. PPF shall own the gateway monument and/or public art installed to comply with the requirements of this section 10(e) and shall maintain the gateway monument in good condition and repair in compliance standard maintenance conditions imposed by the Arts and Culture Commission upon approval of the artwork. Upon damage, the applicant shall timely repair or replace the gateway monument, as appropriate, to the reasonable satisfaction of the City's Director of Planning and Community Development.

(k) Preservation of Public Art On-site. The sculptures designed by George Rickey that are in place on the Project site, and as shown in the photographs in Exhibit D, attached hereto and incorporated herein by reference, shall be retained on site. If required to be relocated from current locations, any new locations shall be approved by the City of Pasadena's Arts and Culture Commission.

11. Default. Failure by City or PPF to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner 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 thirty (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.

Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law, including injunctive relief, except that in no event shall monetary damages be available against the City or PPF for any alleged default or breach of this Agreement.

12. Termination and Expiration

Upon the expiration of the term or termination of this Agreement, the vested rights provided by this Agreement shall terminate and be of no further force or effect. However, such expiration or termination shall not affect any Future Approvals or Building Permits that have been issued for any Future Development of the PPF Property consistent with this Agreement.

13. Transfers of Interests in Property or Agreement. In the event of a proposed transfer of all or a portion of the PPF Property by PPF to a transferee, PPF agrees to provide the City with thirty (30) days prior written notice of such proposed transfer and shall provide an assignment and assumption agreement from the transferee agreeing to assume the obligations of PPF under this Agreement with respect to the PPF Property or the portion of the PPF Property being transferred. The assignment and assumption agreement shall be in a form reasonably satisfactory to the City. However, PPF has no obligation to obtain the consent of the City to the transfer of the PPF Property. Notwithstanding the foregoing the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the transferee upon acquiring all or a portion of the PPF Property; and no such transfer shall relieve PPF (transferor) of any obligations under this Agreement except as provided below. In the event PPF transfers, sells or assigns only a portion of its interest, PPF and assignee shall be jointly and severally liable for all burdens, obligations or liabilities under this Agreement. In the event PPF transfers, sells or assigns all of its interest, the assignee shall be responsible for all of PPF's burdens obligations, or liabilities and PPF shall thereafter be relieved of all such burdens, obligations or liabilities if items (a) through (c) below are provided to the City. At least thirty (30) days prior to any assignment, PPF shall submit to City: (a) the name of the proposed transferee; (b) evidence reasonable satisfactory to the City that the assignee is financially able to fulfill the obligations of this Agreement, which shall be met if the assignee (together with its affiliates) has a verifiable net worth of \$5,000,000 (Five Million Dollars) or more; and (c) written acceptance by the assignee of all of the obligations of PPF under this Agreement. Such writing shall be in form reasonably satisfactory to the City.

15. Binding Effect. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective successors (by merger, reorganization, consolidation or otherwise) and assigns, administrators, representatives, and all other persons acquiring the PPF Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

16. Indemnification.

PPF agrees to and shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of PPF or its contractors, subcontractors, agents, employees or other persons acting on its behalf in connection with the construction of the Project and/or in any manner related to or arising from this Agreement (including, but not limited to CEQA and/or other claims related to this Agreement and the City's approval thereof. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section 15, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, the City agrees, at no cost to the City, to fully cooperate with PPF in the defense of any matter in which PPF is defending and/or holding the City harmless. This indemnification, hold harmless and defense requirement shall survive the termination or expiration of this Agreement. The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by PPF to defend PPF and the City in any such action.

The City shall promptly notify PPF of any claim, action or proceeding within the scope of this Section and the City shall cooperate fully in the defense of any such claim or action, but shall have the right to resolve any challenge, in any manner, in its sole discretion, provided, however, PPF's consent shall be required if the resolution of the challenge shall require a payment by PPF or limit PPF's rights under this Agreement, which consent shall not be unreasonably withheld.

17. Relationship of the Parties. The Parties acknowledge and agree that PPF is not acting as an agent, joint venturer or partner of the City, but each is, in fact, an independent contractual party.

18. Recordation. As provided in Government Code Section 65868.5, 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 its execution by both Parties. PPF shall reimburse the City for all costs of such recording, if any.

19. No Third Party Beneficiaries. The only signatories to this Agreement are the City and PPF. 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 whatsoever other than the successors in interest of the signatories.

20. Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

21. Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such

modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other party within ten (10) Business Days of receipt of the written request therefor.

22. Consideration. The City and PPF acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to PPF pursuant to this Agreement as more particularly set forth in the Recitals and Section 2 of this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

23. Periodic Reviews. The City shall conduct annual reviews of this Development Agreement pursuant to the process required by PMC Chapter 17.66 (Development Agreements) to determine, among other things, whether PPF is acting in good faith compliance with the provisions of this Agreement and Government Code Section 65865.1. The Director of Planning and Community Development shall be designated as the review authority for the annual review. PPF shall pay the applicable processing fees for the period reviews

24. Future Litigation Expenses; Payment of Prevailing Party. If the City or PPF brings an action or proceeding by reason of default, breach, tortious act, or act or omission, arising out of this Agreement, all parties shall bear their own costs and expenses of suit including, but not limited to, attorneys' fees and expert witness fees.

25. Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include," "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

26. Amendment. This Agreement may be amended from time to time, in whole or in part, only as provided by PMC Section 17.66.080.

27. Alterations. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement, and made in the manner required by the Development Agreement Act and PMC Chapter 17.66.

28. Waiver. The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

29. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of

this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. Force Majeure. Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Permitted Delay," which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, flood, earthquake or other casualties; failure, delay or inability of the other Party to act; terrorism, and litigation brought by a third party attacking the validity of this Agreement or the Notice of Exemption.

31. Notices. All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a "Communication") to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To PPF:

With copy to:

To City:

City Manager
City of Pasadena
100 N. Garfield Ave., Room S-228
Pasadena, California 91109

With Copy to:

City Attorney
City of Pasadena
100 N. Garfield Ave., Room N-201
Pasadena, California 91109

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this Section 30 change the address to which communications to

such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

32. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

33. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

34. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

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

36. Compliance With Law. Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, state and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

37. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the ____ day of _____, 2015.

CITY OF PASADENA,
A Municipal Corporation

Mayor of the City of
Pasadena, California

ATTEST:

_____(SEAL)
Mark Jomsky
City Clerk

PPF OFF 100 West Walnut, L.P.
a _____ limited partnership

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Michele Beal Bagneris
City Attorney

Michael J. Beck
City Manager

EXHIBIT A

LEGAL DESCRIPTION

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

HOLLY STREET IMPROVEMENT EXHIBIT

EXHIBIT C
HOLLY PLAZA

EXHIBIT D

PHOTOS OF GEORGE RICKEY SCULPTURES

CLEAN, REVISED RESOLUTION

AGENDA ITEM NO. 10

03/30/2015
Submitted by staff

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA ADOPTING
A STATEMENT OF OVERRIDING CONSIDERATIONS IN CONNECTION WITH 100
WEST WALNUT PLANNED DEVELOPMENT PROJECT (“PARSONS PROJECT”)**

Section 1. The California Environmental Quality Act (“CEQA”) requires the decision-making agency to balance the economic, legal, social, technological or other benefits of a project against its unavoidable environmental impacts when determining whether to approve a project. If the benefits of the project outweigh the unavoidable adverse impacts, those impacts may be considered acceptable. CEQA requires the agency to provide written findings supporting the specific reasons for considering a project acceptable when significant impacts are unavoidable. Such reasons must be based on substantial evidence in the administrative record.

Section 2. On March 30, 2015, the City Council held a duly noticed public hearing to consider project proposed by PPF OFF 100 West Walnut, LP (“Applicant”), proposes to convert the 22.67-acre Parsons Corporation tower site from a single-function office complex with over 900,000 square feet to a mixed-use development consisting of up to 612,500 square feet of office uses, of which up to 22,500 square feet could be used for ancillary retail uses; ground floor retail along the Fair Oaks Avenue frontage with a minimum depth of 40 feet and totaling approximately 15,000 square feet of retail uses; up to 2,500 square feet of restaurant uses; and up to 475 residential uses (the “Project”). At the hearing, the City Council also considered the Final Environmental Impact Report (the “Final EIR”) that was prepared for the Project and certified the Final EIR by adopting Resolution No. _____. The Final EIR concluded, and the City Council found, that the Project would result in significant unmitigable impacts in the areas of transportation, air quality, and noise.

Section 3. During the public hearing on the Project, the City Council received oral and written evidence concerning the environmental impacts of the Project and the

benefits of the Project. This evidence included the Final EIR, including the public comments about environmental impacts that were made on the draft environmental impact report prepared for the Project. This evidence also included a development agreement proposed between the City and the Applicant, which agreement memorializes significant benefits that would accrue to the City in the event of approval and implementation of the Project. Those benefits include, but are not limited to:

- Construction of the extension of Holly Street westerly from Fair Oaks to Pasadena Avenue
- Realignment and reconfiguration of Leonard Pieroni Street and provide sidewalks, as well as landscaping, on both sides of the street
- Reconfiguration of the intersection of Fair Oaks Avenue and Union Street
- In the event that the City amends the Old Pasadena Parking Credit District boundaries, the Applicant will work with the City in good faith to enter into an agreement to allow up to 50% of the total number of parking spaces provided above zoning code requirements to be included within the pool of parking credits allocated to the District.
- Availability of publicly available parking spaces, at prevailing market rate, for Rose Bowl Events for a twenty eight (28) year period, as follows:
 - At least 2,500 Parking Spaces during Phase 1 construction;
 - At least 3,000 Parking Spaces at all other times excluding Phase 1 construction;
 - At least 3,700 Parking Spaces on weekends or state or federal holidays upon completion of Phase 2.
- A public open space easement for the proposed Holly Plaza and all areas reserved for pedestrian access through the Project Site.
- Artwork, constructed and maintained, in an area on the Project Site that is clearly visible to the general public from City Hall in furtherance of the

2014 Public Art Master Plan and designed in the spirit of the Bennett Plan to provide a visual terminus for Holly Street, with a visual connection to City Hall along the Holly Street axial, at a value of \$500,000 (exclusive of the amount required for public art as specified by the Pasadena Municipal Code).

- Preservation of the George Rickey sculptures that presently exist on the Project Site.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council acknowledges the environmental impacts identified in the Final EIR and elsewhere in the record of proceedings, but finds that the benefits of the Project outweigh the significant and unavoidable impacts identified in the Final EIR and the record of proceedings. In making this finding, the City Council has balanced the benefits of the Project against its unavoidable impacts and indicates its willingness to accept those adverse impacts. The City Council finds that the benefits of the Project set forth in Section 3 above, independent of any other benefits, warrant approval of the Project notwithstanding the unavoidable environmental impacts of the Project.

Adopted at the _____ meeting of the City Council on the ____ day of _____, 2015 by the following vote:

AYES:


NOES:

ABSENT:

ABSTAIN:

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:



Theresa E. Fuentes
Assistant City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA
CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING
FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,
AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR
100 WEST WALNUT PLANNED DEVELOPMENT PROJECT ("PARSONS
PROJECT")**

Section 1. The applicant, PPF OFF 100 West Walnut, LP ("Applicant"), proposes to covert the 22.67-acre Parsons Corporation tower site from a single-function office complex with over 900,000 square feet to a mixed-use development consisting of 620,000 square feet of office uses (including 30,000 square feet of ancillary retail uses); 10,000 square feet of restaurant uses; and 475 residential units ("Project").

Section 2. The Notice of Preparation ("NOP") for the Project was issued on July 8, 2013 to solicit comments and input on what topics the Environmental Impact Report ("EIR") should analyze. The comment period of the NOP was from July 8, 2013 to August 17, 2013. During this time, two scoping meetings were held to provide information on the Project and to receive additional comments on issues to be addressed in the EIR. The first was held on July 18, 2013, and the second was held by the Planning Commission on July 24, 2013.

Section 3. The Design Commission held a public meeting for the Project's Preliminary Consultation on February 25, 2014.

Section 4. In June of 2014 a Draft Environmental Impact Report (the "DEIR") was prepared for the Project. In accordance with the California Environmental Quality

Act ("CEQA") (Cal. Pub. Res. Code §21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 *et seq.*) promulgated with respect thereto, the City analyzed the Project's potential impacts on the environment.

Section 5. The City circulated the DEIR and the Appendices for the Project to the public and other interested parties for a 60-day comment period, in accordance with Guidelines Section 15105, from June 20, 2014 through August 4, 2014; however the comment period was extended to August 29, 2014 for a total of 71 days of review time

Section 6. The Notice of Availability for the Project was filed with the County Clerk and received by the State Clearinghouse on June 20, 2014.

Section 7. During the comment period the DEIR was presented at the Planning Commission meeting on August 27, 2014, and the Transportation Advisory Commission meeting on July 28, 2014.

Section 8. Thereafter, the Applicant, in response to comments received on the Draft EIR, refined the project to provide for a more pedestrian-oriented development by removing the work/live units originally proposed on the ground floor of Fair Oaks Avenue in Development Area A and adding ground floor retail use along the Fair Oaks Avenue frontage. However, the overall square footage of the project remained the same. The changes to the Project are summarized as follows:

- Elimination of the 12 work/live units on the ground floor of Fair Oaks Avenue in Development Area A as part of the Phase 1 project;

- Incorporation of 15,000 square feet of ground floor retail area in Development Area A along the Fair Oaks Avenue frontage as part of the Phase 1 project;
- Reduction of the restaurant square footage in Development Area B from 10,000 square feet to 2,500 square feet as part of the Phase 1 project;
- Reduction of the office square footage in Development Area C from 410,000 square feet (including up to 30,000 square feet of ancillary retail) to 402,500 square feet of project area; and
- Reduction of the building setbacks to zero feet (no setback) along Fair Oaks Avenue in Development Areas A and B.
- The Project, including the requested Zone Change Planned Development approval and Development Agreement, and incorporating the above provisions is referred to as the “Refined Project” and is the Project analyzed for purposes of CEQA.

Additional information and analysis of the Refined Project is presented in Section II, Analysis of the Refined Project, of the Final Environmental Impact Report (the “Final EIR”).

Section 9. The City prepared written responses to all comments received on the DEIR and those responses to comments are incorporated into the Final EIR. The Responses to Comments were distributed to all public agencies that submitted comments on the DEIR at least ten days prior to certification of the Final EIR.

Section 10. The Final EIR is comprised of the DEIR dated June 2014 and all appendices thereto; the Final EIR document dated December 2014 including the Analysis of the Revised Project, Corrections and Additions, the Comments and Response to Comments on the DEIR, and all Final EIR appendices.

Section 11. On January 14, 2015, the Planning Commission held a duly noticed public hearing to take testimony regarding the Final EIR, the proposed Zone Change from CD-1 (Central District Specific Plan, Old Pasadena) to Planned Development (Planned Development 33 – 100 West Walnut Planned Development) with the Conditions of Approval for the Project. Evidence, both written and oral, including the staff reports and supporting documentation was presented at that hearing.

Section 12. On February 25, 2015, the Planning Commission held the duly noticed public hearing that was a continuation of the January 14, 2015 hearing. Evidence, both written and oral, including the staff reports and supporting documentation was presented at that hearing. At the conclusion of the hearing, the Planning Commission recommended that the City Council (1) certify the Final EIR, adopt the Mitigation Monitoring and Report Program and adopt a Statement of Overriding Considerations for the Project; (2) adopt the findings to approve a Zone Change from CD-1 (Central District Specific Plan, Old Pasadena) to Planned Development; (3) adopt the findings to approve Planned Development 33 – 100 West Walnut Planned Development with the Conditions of Approval and (4) approve a Development Agreement for the Project.

Section 13. On March 30, 2015, the City Council held a duly noticed public hearing to consider the Final EIR, the Zone Change, the Planned Development, and the Development Agreement for the Project. Evidence, both written and oral, including the staff reports and supporting documentation was presented at that hearing.

Section 14. The findings made in this Resolution are based upon the information and evidence set forth in the Final EIR and upon other substantial evidence that has been presented at the hearings and in the record of the proceedings. The documents, staff reports, technical studies, appendices, plans, specifications, and other materials that constitute the record of proceedings on which this Resolution is based are on file for public examination during normal business hours at the Planning and Development Department, City of Pasadena, 175 North Garfield Avenue, Pasadena, California 91109. The custodian of records is David Sanchez with the City of Pasadena Planning Department. Each of those documents is incorporated herein by reference.

Section 15. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on the EIR and the Project.

Section 16. Section 15091 of the State CEQA Guidelines requires that the City, before approving the Project, make one or more of the following written finding(s) for each significant effect identified in the Final EIR accompanied by a brief explanation of the rationale for each finding:

(a) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final EIR; or,

(b) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency; or,

(c) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

These required findings are set forth in the attached Exhibit A.

Section 17. Environmental impacts identified in the Initial Study and Final EIR that are found to be less than significant and do not require mitigation are described, respectively, in Sections V and VI of Exhibit A, attached hereto and incorporated herein by reference.

Section 18. Environmental impacts, or certain aspects of impacts, identified in the Final EIR as potentially significant, but that can be reduced to less than significant levels with mitigation, are described in Exhibit A, Section VII, attached hereto and incorporated herein by reference.

Section 19. Environmental impacts identified in the Final EIR as significant and unavoidable despite the imposition of all feasible mitigation measures are described in Exhibit A, Section VIII, attached hereto and incorporated herein by reference.

Section 20. Alternatives to the Project that might eliminate or reduce significant environmental impacts are described in Exhibit A, Section IX, attached hereto and incorporated herein by reference.

Section 21. Public Resources Code Section 21081.6 requires the City to prepare and adopt a mitigation monitoring and reporting program for any project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The Mitigation Monitoring and Reporting Program is attached hereto as Exhibit B, and is hereby incorporated herein by reference.

Section 22. Prior to taking action, the City Council reviewed, considered and has exercised its independent judgment in considering the Final EIR and all of the information and data in the administrative record, and all oral and written testimony presented to it during meetings and hearings and finds that the Final EIR is adequate and was prepared in full compliance with CEQA. No comments or any additional information submitted to the City have produced any substantial new information requiring recirculation or additional environmental review of the Project under CEQA.

Section 23. **NOW THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Pasadena, California, hereby certifies the Final Environmental Impact Report, adopts findings pursuant to the California Environmental Quality Act as set forth in Exhibit A attached hereto and incorporated herein by reference; and adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibit B and incorporated herein by reference. The mitigation measures set forth in the Final EIR and the Mitigation

Monitoring and Reporting Program, are hereby incorporated into the project and made conditions of the Project.

Adopted at the _____ meeting of the City Council on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:



Theresa E. Fuentes
Assistant City Attorney

EXHIBIT A

Findings and Facts in Support of Findings

I. Introduction.

The California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (the "Guidelines") provide that no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that will occur if a project is approved or carried out unless the public agency makes one or more of the following findings:

A. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects identified in the EIR.

B. Such changes or alterations are within the responsibility of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

C. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the EIR.¹

Pursuant to the requirements of CEQA, the City Council hereby makes the following environmental findings in connection with the proposed Project. These findings are based upon evidence presented in the record of these proceedings, both written and oral, the DEIR, and all of its contents, the Comments and Responses to Comments on the EIR, and staff and consultants' reports presented through the hearing process, which comprise the Final EIR.

II. Project Location and Setting.

The Project Site, commonly known as the "Parsons" site, is located at the southwest corner of Fair Oaks Avenue and Walnut Street, near the intersection of the 210, 134, and 710 freeways in the City of Pasadena, Los Angeles County, California. The site consists of two parcels (Assessor Parcel Numbers 5713-002-015 at 100 West

¹ Cal. Pub. Res. Code § 21081; 14 Cal. Code Regs. § 15091.

Walnut Street and 5713-003-024 at 75 North Fair Oaks Avenue; collectively referred to as the "Project Site") that total approximately 22.67 acres in area. The Project site is bounded by Fair Oaks Avenue on the east, Union Street on the south, Pasadena Avenue on the west and Walnut Street on the north. Holly Street divides the Project Site into two areas (North Development Area and South Area). The Project Site is also adjacent to Old Pasadena and within 850 feet of the Memorial Park Gold Line Station.

The Project Site is currently developed with office buildings that total 929,585 square feet of floor area. Under the Refined Project all existing on-site uses would remain and no Project development (i.e., no increase in square feet of development) is proposed south of Holly Street. The North Development Area, located north of Holly Street (100 West Walnut Street), is currently developed with the 12-story Parsons tower constructed in 1974 and three four-story wings (referred to by the occupants of the building as "pods") that connect to the 12-story tower as well as surface parking lots. The existing buildings in the North Development Area provide a total of 408,590 square feet of floor area and the existing 12-story tower is 193 feet in height. Existing on-site development is concentrated in the center of the North Development Area and is surrounded by large areas of surface parking providing a total of 1,361 surface parking spaces. The portion of the Project Site located south of Holly Street (75 North Fair Oaks Avenue) is currently developed with two eight-story buildings, constructed in 1977 and 1981 with each building supported by an above-grade parking structure. These two buildings provide a combined total of 520,995 square feet of floor area. The existing buildings in the North Development Area are occupied by Parsons Corporation, a multi-service engineering and consulting company, whereas the existing buildings to the south of Holly Street are occupied primarily by office and related uses, including a small credit union. The existing on-site buildings and the current main Parsons Corporation entrance off of Walnut Street would remain in place with the proposed Project.

The Project Site is located within the Central District of Pasadena, which is an area developed with mostly commercial uses. East of the Project Site on the east side of Fair Oaks Avenue is a gas station at the southeast corner of Fair Oaks Avenue and Walnut Street, south of the gas station is the Marriott Courtyard Hotel and a small surface parking lot is located at the northeast corner of Fair Oaks Avenue and Holly Street. Between the parking lot and the Marriott Courtyard are one- and two-story commercial buildings that are mostly vacant. On the east side of Fair Oaks Avenue south of Holly Street, retail and restaurant uses are located on the ground floor of predominantly two-story buildings, with various commercial uses occupying the second floor of these buildings. South of the Project Site across Union Street are various retail and restaurant uses that are part of Old Pasadena. West of the Project Site across Pasadena Avenue is the 710 Freeway right-of-way. North of the Project Site across Walnut Street, at the corner of Fair Oaks Avenue, is the site of the proposed Marriott

Residence Inn project with an existing restaurant and two-story office building located to the west.

III. Project Objectives.

As set forth in the Final EIR, the proposed Project is intended to achieve a number of objectives (the "Project Objectives"), as follows:

A. To create an urban campus for the City of Pasadena by transforming a suburban style campus defined by centralized buildings and large expanses of surface parking to a pedestrian-oriented development with a mix of uses.

B. Increase patronage for Old Pasadena businesses by increasing on-site employment and introducing permanent residents to the Project Site.

C. Stem the loss of existing large companies and employers that leave the City by increasing the inventory of Class "A" office space, particularly within the Central District.

D. Develop sufficient Class "A" office space at the Project Site to attract new companies to the City, particularly in the technology, creative office, and other growth sectors as they emerge.

E. To facilitate travel across the Project Site by improving and extending Holly Street as a traffic and pedestrian corridor connecting Fair Oaks Avenue to Pasadena Avenue.

F. To restore Holly Street in accordance with the intent of the original Bennett Plan by visually linking City Hall to the proposed Project.²

G. To establish an urban design framework for the Project Site that responds to on-site conditions and creates a positive interface with the surrounding community.

² The Bennett Plan was published in 1925 and included architectural concepts and strategies that included a grand civic center Beaux-Arts Axial plan and ceremonial western entrance, a formal arrangement of civic buildings; an overall plan for the extension, widening, and landscaping of key axial streets and boulevards, and an implementing zoning ordinance. Currently, the most visible portion of the Bennett Plan is the Civic Center, a collection of ten historic buildings, a park and several newer compatible developments.

H. To integrate the existing Parsons buildings into a large revitalized urban fabric.

I. To expand upon the adjacent mixed use fabric of the City.

J. To develop open space systems that support an environmentally integrated development, e.g., building orientations that promote the use of passive solar systems.

K. To create linkages between the Project Site and Old Pasadena.

L. To implement a Project design that responds to the local climate and weather through the use of passive design strategies (e.g., building orientation, exterior shading, daylighting, and natural ventilation).

M. To create a pedestrian oriented environment defined by a hierarchy of public spaces and pathways.

N. To create new buildings and open spaces that are compatible with the rich architectural history found in Old Pasadena and the existing Parsons building.

IV. Background

The following presents a summary of the Project's characteristics as presented in the Draft EIR amended to reflect the changes proposed by the Applicant as part of the Refined Project.

The proposed Project (the "Project") is a mixed-use development that seeks to transform the Project Site from a single-function office complex with over 900,000 square feet, which features the 12-story Parsons Corporation tower, to a mixed-use office campus and residential community. The proposed Project includes adding the following uses and buildings to the site:

- 612,500 square feet of office uses, of which up to 22,500 square feet could be used for ancillary retail uses;
- 15,000 square feet of retail uses;
- 2,500 square feet of restaurant uses; and

- 475 residential uses.

The Project Site is divided by Holly Street into two areas, with the new development proposed on the surface parking areas located north of Holly Street (the “North Development Area”). Parking for the Project would support all existing on-site uses, continued use of the Project Site for Rose Bowl parking, and all of the parking that is required to support the land uses that comprise the proposed Project. Parking within the North Development Area added as part of the Project would be provided via a multi-level subterranean parking structure. The Project also includes improving and extending Holly Street as a traffic and pedestrian corridor connecting Fair Oaks Avenue to Pasadena Avenue. Streetscape improvements are also proposed for Holly Street, as well as Leonard J. Pieroni Street, between Holly Street and Union Street, to facilitate pedestrian travel and enhance pedestrian connections between the Project Site and Old Pasadena. North of Holly Street the proposed Project also includes a network of interconnected open spaces, with the largest open space being “Holly Plaza,” a multi-purpose publicly accessible plaza located at the northwest corner of Holly Street and Leonard J. Pieroni Street. The Final EIR memorializes various features of the Project that were considered in completing the environmental analysis. Those Project Design Features are listed in Exhibit C.

The Refined Project is proposed to be developed in two phases. Phase 1 development (east of the existing Parsons Corporation tower) consists of 210,000 square feet of office uses, 15,000 square feet of retail uses, 2,500 square feet of restaurant space, and all proposed residential units. Phase 2 development consists of 402,500 square feet of office uses, of which up to 22,500 square feet could be developed with ancillary retail uses. Based on current market conditions, Phase 2 construction would start after Phase 1 construction has been completed.

The Project is proposed to be implemented via a PD (Planned Development) Permit pursuant to the requirements set forth in Section 17.26.020.C of the Pasadena Municipal Code (PMC). The Project includes a Zone Change, Planned Development approval, and Development Agreement, and the Final EIR contemplated additional future city approvals necessary to implement the Project.

V. Effects Determined to be Less Than Significant/No Impact in the Initial Study/Notice of Preparation.

The City of Pasadena issued a Notice of Preparation (NOP) and conducted an Initial Study to determine the potential environmental effects of the Project. In the course of this evaluation, the Project was found to have no impact in certain impact categories because a project of this type and scope would not create such impacts or

because of the absence of project characteristics producing effects of this type. The following effects were determined not to be significant or to be less than significant for the reasons set forth in the Initial Study, and were not analyzed in the EIR because they require no additional analysis to determine whether the effects could be significant. The refinements to the Project after circulation of the Draft EIR do not change any of the conclusions regarding the following potential effects.

A. AESTHETICS, VISUAL CHARACTER AND VIEWS

1. The Project will not have a substantial adverse effect on a scenic vista.
2. The Project will not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.

B. AGRICULTURAL RESOURCES

1. The Project will not convert prime farmland, unique farmland, or farmland of statewide importance to non-agricultural use.
2. The Project will not conflict with existing zoning for agricultural use or a Williamson Act contract.
3. The Project does not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned as Timberland Production.
4. The Project does not result in the loss of forest land or conversion of forest land to a non-forest use.
5. The Project does not involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use.

C. BIOLOGICAL RESOURCES

1. The Project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the

California Department of Fish and Game or U.S. Fish and Wildlife Service.

2. The Project will not have a substantial adverse effect on any riparian habitat identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.
3. The Project will not have a substantial adverse effect on federally protected wetlands through direct removal, filling, hydrological interruption, or other means.
4. The Project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.
5. The Project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.
6. The Project will not conflict with any local policies or ordinances protecting biological resources such as the preservation policies or ordinances.

D. GEOLOGY AND SOILS

1. The Project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving Landslides.
2. The Project will not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.

3. The Project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - a. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known active fault trace. Refer to Division of Mines and Geology Special Publication 42.
 - b. Strong seismic ground shaking;
 - c. Seismic related ground failure, including liquefaction and lateral spreading.
4. The Project will not result in substantial soil erosion or the loss of topsoil.
5. The Project will not be located in a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.
6. The Project will not be located in expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.

E. HAZARDOUS AND HAZARDOUS MATERIALS

1. The Project is not located within an airport land use plan or, where such plan has not been adopted, within two miles of a public airport or public use airport, and thus the Project would not result in a safety hazard for people residing in the Project area.
2. The Project is not located within the vicinity of a private airstrip.
3. The Project will not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are subject to urbanized areas or where residences are intermixed with wildlands.

F. HYDROLOGY AND WATER QUALITY

1. The Project will not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.
2. The Project will not place structures within a 100-year flood hazard area that would impede or redirect flood flows.
3. The Project will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.
4. The Project will not expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow.

G. MINERAL RESOURCES

1. The Project will not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.
2. The Project will not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

H. NOISE

1. The Project is not located within an airport land use plan or, where such plan has not been adopted, within two miles of a public airport or public use airport.
2. The Project is not located within the vicinity of a provide air strip.

I. POPULATION AND HOUSING

1. The Project will not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

2. The Project will not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

J. TRANSPORTATION/TRAFFIC

1. The Project will not result in a change of air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

VI. Effects Determined to be Less Than Significant without Mitigation in the EIR.

The EIR found that the proposed Project would have a less than significant impact without the imposition of mitigation on a number of environmental topic areas listed below. For some of these environmental topics, regulatory measures will be imposed as mitigation measures and are detailed in the Mitigation Monitoring and Reporting Program, and will have the effect of ensuring that the less than significant impacts remain less than significant. A less than significant environmental impact determination was made for each of the following topic areas listed below, based on the more expansive discussions contained in the Final EIR.

A. AESTHETICS, VISUAL CHARACTER, AND VIEWS

1. The Project will not have significant impacts to views during construction.
2. The Project will not impact aesthetics, visual character, or views at buildout and operation of the Project.

B. AIR QUALITY

1. The Project would not result in regional operational emissions as a result of Phase 1 and Phase 2 development that exceed SCAQMD prescribed threshold levels.
2. The Project would not result in localized emissions during Phase 1 and Phase 2 construction and operations that exceed SCAQMD prescribed threshold levels.

3. The Project would not result in emissions of toxic air contaminants during Phase 1 and Phase 2 construction and operations that exceed SCAQMD prescribed threshold levels.
4. The Project does not include any uses identified by the SCAQMD as being associated with odors, thus the Project will result in less than significant impacts with respect to odors in both the construction and operational stages of the Project.
5. Project development is consistent with the policies and objectives of the SCAQMD's Air Quality Management Plan and City of Pasadena policies pertaining to air quality.

C. CULTURAL RESOURCES

1. The Project will not significantly impact any historic resources.

D. ENERGY

1. The Project will not conflict with adopted energy conservation plans.
2. The Project will not use non-renewable resources in a wasteful and inefficient manner.

E. GREENHOUSE GAS EMISSIONS (GHG)

1. The Project would not result in GHG emissions that are less than 16 percent below the "business-as-usual" significance threshold and as a result Project development would be consistent with the requirements of AB 32.
2. The Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs.

F. HAZARDS AND HAZARDOUS MATERIALS

1. The Project will not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.