

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Pasadena
100 N. Garfield Avenue, Room S228
Pasadena, California 91109
Attn: City Clerk

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(Space above for recorder's use)

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF PASADENA AND ARTCENTER COLLEGE OF DESIGN
FOR THE ART CENTER MASTER PLAN PROJECT**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 2018, by and between ArtCenter College of Design, a California nonprofit corporation (hereinafter "Owner"), and the CITY OF PASADENA, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code (the "Development Agreement Legislation") and Article XI, Section 2 of the California Constitution. Pursuant to the authority contained in the Development Agreement Legislation, as it applies to the City, pursuant to Article XI, Section 2 of the California Constitution, and in consideration of the recitals set forth in Section 1, the mutual covenants set forth in this Agreement and for the further consideration described in this Agreement, the parties agree as follows:

1. **RECITALS.** This Agreement is made for the following purposes and with respect to the following facts which the parties agree are true and correct:

1.1 The Development Agreement Legislation and the Pasadena Zoning Code (Chapter 17.66, Development Agreements) authorize the City to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property for the following purposes:

1.1.1 Ensuring high quality development in accordance with comprehensive plans;

1.1.2 Reducing uncertainty in the development approval process that might otherwise result in a waste of resources, discourage investment, and escalate the cost of development to the consumer;

1.1.3 Strengthening the City's comprehensive planning process to provide for the most efficient use of public and private resources by encouraging private participation in the comprehensive planning process;

1.1.4 Assuring owners of land that upon approval, they may proceed with their projects in accordance with defined policies, rules, regulations, and conditions of approval; and

1.2 In addition to the general purposes stated above, the following are among the considerations supporting this Agreement:

1.2.1 This Agreement authorizes Owner to develop its South Campus and Hillside Campus in accordance with the provisions of that certain Master Development Plan (as the same may be modified from time to time, the "Master Plan") and the Project Approvals approved and adopted by the City on _____, 2018 as Resolution No. _____. The South Campus and Hillside Campus are located in the City of Pasadena and each more particularly described in Exhibit "A".

1.2.2 This Agreement will provide for both parties: (a) a high quality development on the Property subject to this Agreement; (b) certainty in the type of development to be undertaken on the Property; and (c) the assurance of adequate public facilities to ensure the good of the community regardless of the City's legal authority to impose such requirements under constitutional or statutory authority.

1.2.3 For the City, this Agreement serves to provide for:
(a) employment growth anticipated to result from the Development of the Property, both during construction and use; and (b) the achievement of the goals and objectives of its General Plan.

1.2.4 The development of new student housing, educational facilities and public open space and art installations is an integral part of Owner's development plans for the Property. Such facilities will provide affordable on-campus housing for students and will enhance the City's image as an education center for the region by providing a diverse educational system that is responsive to the needs of the community.

1.3 Owner desires to develop the Property in accordance with the provisions of this Agreement, the Master Plan, the Applicable Regulations, and those other agencies exercising jurisdiction over the Property.

1.4 Owner has applied for, and the City has approved, this Agreement in order to create beneficial development of the Property and a physical environment that will conform to and complement the City's goals, create development sensitive to human needs and values, facilitate efficient traffic circulation, and otherwise provide for the development of the Property in accordance with the best interests of the City.

1.5 The following actions have been taken with respect to this Agreement and the Project:

1.5.1 On May 9, 2018, following a duly noticed and conducted public hearing, the Planning Commission recommended that the Council approve this Agreement;

1.5.2 On July 16, 2018, after a duly noticed public hearing and pursuant to the California Environmental Quality Act of 1970, as amended, ("CEQA") the City Council

adopted Resolution _____ certified the Environmental Impact Report (the "EIR") for the Project Approvals, this Agreement, and the Project;

1.5.3 On _____, 2018, following a duly noticed public hearing, the City Council introduced Ordinance No. _____ and on _____, 2018 held the second reading and adopted Ordinance No. _____ approving this Agreement, a copy of which is on file in the City Clerk's Office at the City, which ordinance includes the findings pertaining thereto, and this Agreement's consistency with the City's General Plan and each element thereof and any specific plans relating to the property.

1.5.4 On _____, 2018, following a duly noticed public hearing, the City Council introduced Ordinance No. _____ and on _____, 2018 held the second reading and adopted Ordinance No. _____ approving the Zoning Map Amendment, a copy of which is on file in the City Clerk's Office at the City, which ordinance includes the findings pertaining thereto.

1.5.5 On July 16, 2018, after a duly noticed public hearing, the City Council adopted Resolution No. _____ titled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA APPROVING A 15-YEAR MASTER PLAN, MCUP-REDUCED PARKING, MCUP-TANDEM PARKING, AND PRIVATE TREE REMOVAL FOR ARTCENTER COLLEGE OF DESIGN SOUTH CAMPUS (870, 888, 950, AND 988 S. RAYMOND AVENUE AND 1111 S. ARROYO PARKWAY) AND HILLSIDE CAMPUS (1700 LIDA STREET), approving entitlements for the Project.

1.5.6 On _____, 2018, the City Council adopted Resolution No. _____ titled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASADENA EXEMPTING CONSTRUCTION ACTIVITIES ABOVE, BELOW, AND ADJACENT TO THE METRO GOLD LINE FROM THE PROVISIONS OF SECTION 9.36.070.B. OF PASADENA MUNICIPAL CODE FOR ARTCENTER COLLEGE OF DESIGN MASTER PLAN LOCATED AT 870, 888, 950 AND 988 SOUTH RAYMOND AVENUE AND 1111 SOUTH ARROYO PARKWAY (SOUTH CAMPUS).

1.6 The City has engaged in extensive studies and review of the potential impacts of the Project as well as the various potential benefits to the City by the Development of the Project and has concluded that the Project is in the best interest of the City.

1.7 In consideration of the public improvements and beneficial uses of the Property to be provided by Owner for the City and in order to strengthen the planning process for the Property and reduce the economic costs of development, by this Agreement, the City intends to give Owner assurance that Owner can proceed with the Development of the Property for the Term of this Agreement pursuant to the terms and conditions of this Agreement and in accordance with the Project Approvals and the Applicable Regulations. In reliance on the City's covenants in this Agreement concerning the Development of the Property, Owner has and will in the future incur substantial costs in site preparation and the construction and installation of infrastructure and facilities in order to make Development of the Property feasible.

1.8 Pursuant to Section 65867.5 of the Development Agreement Legislation and pursuant to Chapter 17.66 of the Zoning Code, the City Council has found and determined that: (i) this Agreement implements the goals and policies of the City's General Plan, provides balanced and diversified land uses, and imposes appropriate standards and requirements with respect to land development and usage in order to maintain the overall quality of life and the environment within the City; (ii) this Agreement includes provisions for the reservation or dedication of land for public purposes; (iii) this Agreement is in the best interests of and not detrimental to the public health, safety and general welfare of the City and its residents; (iv) adopting this Agreement is consistent with the City's General Plan, and each element thereof and any applicable specific plan, and constitutes a present exercise of the City's police power; and (v) this Agreement is being entered into pursuant to and in compliance with the requirements of Government Code Section 65867 of the Development Agreement Legislation and Chapter 17.66 of the Zoning Code.

2. **DEFINITIONS.** The following words and phrases are used as defined terms throughout this Agreement and each defined term shall have the meaning set forth below.

2.1 **Applicable Regulations.** The phrase "Applicable Regulations" is defined in Section 4.1.2 below.

2.2 **Assignment Agreement.** An "Assignment Agreement" means an agreement entered into by Owner and a Transferee to transfer in whole or in part the rights and obligations of Owner under this Agreement.

2.3 **Authorizing Ordinance.** The "Authorizing Ordinance" means Ordinance No. _____ adopted by the City on July 16, 2018 approving this Agreement.

2.4 **CEQA.** "CEQA" shall mean the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

2.5 **City.** The "City" means the City of Pasadena, a California municipal corporation, duly organized and existing under the Constitution and laws of the State of California, and all of its officials, employees, agencies and departments.

2.6 **City Council.** "City Council" means the duly elected and constituted City Council of the City of Pasadena.

2.7 **Development.** "Development" means the improvement of the Property for purposes consistent with this Agreement, including, without limitation: grading, the construction of infrastructure and public facilities related to off-site and on-site improvements, the construction of structures and buildings and the installation of landscaping and the construction of all improvements contemplated by the Master Plan, as the same may be amended from time to time as depicted on Exhibit "B".

2.8 **Development Agreement Legislation.** The "Development Agreement Legislation" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.

2.9 **DIF.** "DIF" shall mean those Development Impact Fees described in Section 4.1.3.1.

2.10 **Effective Date.** "Effective Date" means the date that the Agreement becomes effective in accordance with Section 3.4, below.

2.11 **EIR.** "EIR" shall mean the final Environmental Impact Report for the Project certified by the City Council on July 16, 2018.

2.12 **Estoppel Certificate.** "Estoppel Certificate" shall have the meaning set forth in Section 10.5.1.

2.13 **Future Development Approvals.** "Future Development Approvals" means those entitlements, permits and approvals (except for any required design review permits, which shall not be considered Future Development Approvals hereunder) contemplated, necessary, and/or requested by the City or Owner to cause Development to occur upon the Property after the Effective Date, which may include, without limitation, subsequent approvals of conditional use permits relating to the Project or operation thereof (e.g., conditional use permit for the sale of alcoholic beverages), a Master Sign Plan pursuant to Zoning Code Section 17.48.060 and any subsequent approvals and permits relating to Project signage whether such Project signage is currently or subsequently permitted under the Applicable Regulations or the Zoning Code (e.g., a digital gallery), a vesting tentative tract map, and any other permit or approval relating to the Development and operation of the Property.

2.14 **General Plan.** "General Plan" shall mean the General Plan of the City of Pasadena as it existed as of the Effective Date.

2.15 **Hillside Campus.** "Hillside Campus" shall mean ArtCenter's Hillside Campus as depicted and described on Exhibit "A".

2.16 **LACMTA.** "LACMTA" shall mean the Los Angeles County Metropolitan Transit Authority.

2.17 **Lender.** "Lender" shall have the meaning set forth in Section 15.3.

2.18 **Master Plan.** "Master Plan" shall consist of the Master Plan Drawings and the Project Conditions of Approval, attached hereto as Exhibit "B".

2.19 **Owner.** "Owner" shall mean ArtCenter College of Design, a California nonprofit corporation, and all successors in interest, in whole or part, to this entity with respect to the Property.

2.20 **Planning Director.** "Planning Director" shall mean the Director of the Planning and Community Development Department of the City of Pasadena, or his/her designee.

2.21 **Project.** "Project" shall mean Development of the Property for student housing and educational facilities, including ancillary uses related thereto, as described in the

Project Description and in accordance with the Project Approvals and this Agreement, inclusive of the permitted uses and regulations set forth herein.

2.22 **Project Approvals.** The phrase "Project Approvals" as used herein shall mean all City approvals, entitlements, or permits pertaining to the Project set forth in the Recitals above.

2.23 **Project Conditions of Approval.** "Project Conditions of Approval" shall mean those conditions of approval approved by the City Council. The Project Conditions of Approval shall be considered part of the Master Plan.

2.24 **Project Description.** "Project Description" shall mean the description of the Project set forth in the Master Plan.

2.25 **Property.** "Property" shall collectively mean the South Campus and Hillside Campus as each are depicted and described in Exhibit "A".

2.26 **Public Benefit Payment.** "Public Benefit Payment" shall mean the Public Benefit Payment set forth in and payable pursuant to Section 5.1.2.6.

2.27 **Publicly Accessible Open Space.** "Publicly Accessible Open Space" shall mean the publicly accessible open space described in Section 5.1.2.1.

2.28 **RIF.** "RIF" shall mean the City's Residential Impact Fee as set forth in Section 4.1.3.2, below, and codified in Pasadena Municipal Code Chapter 4.17.

2.29 **Second Default Notice.** "Second Default Notice" shall have the meaning set forth in Section 15.3.

2.30 **South Campus.** "South Campus" shall mean ArtCenter's South Campus located as depicted and described in Exhibit "A".

2.31 **Term.** "Term" shall have the meaning set forth in Section 3.3.

2.32 **Transferee.** "Transferee" shall mean the person to whom the Owner sells, assigns or otherwise transfers all or any portion of Owner's interests in the Property together with all its right, title and interest in this Agreement in accordance with Section 3.6 of this Agreement.

2.33 **Zoning Code.** "Zoning Code" shall mean the Zoning Code of the City of Pasadena.

3. **GENERAL PROVISIONS.**

3.1 **Binding Covenants.** The provisions of this Agreement, to the extent permitted by law, constitute covenants that shall run with the Property for the benefit thereof, and the benefits and burdens of this Agreement shall bind and inure to the benefit of the parties and all successors in interest to the parties hereto.

3.2 Interest of Owner. Owner represents that Owner has a legal or equitable interest in the Property that satisfies California Government Code Section 65865(b).

3.3 Term. This Agreement shall become effective on the Effective Date, and shall have a term (the "Term") of fifteen (15) consecutive calendar years, commencing on the Effective Date. Notwithstanding the foregoing, Owner shall have one option to extend the Term for a period of five (5) years. Owner shall be permitted to exercise its extension option by providing written notice to the City at any time during the Term following the issuance of a building permit for construction of the first new building of the Project.

3.4 Effective Date. This Agreement shall become effective on the date the Authorizing Ordinance becomes effective.

3.5 Termination. This Agreement may be terminated by either party upon notice to the other upon the occurrence of any of the following events: (1) if termination occurs pursuant to any specific provision of this Agreement; or (2) entry after all appeals have been exhausted of a final judgment or issuance of a final order directed to the City as a result of any lawsuit filed against the City to set aside, withdraw, or abrogate the approval of the City Council of this Agreement for any part of the Project. The termination of this Agreement pursuant to this Section shall not affect any right or duty arising independently from the Project Approvals or Future Development Approvals, except as may be provided in this Agreement.

3.6 Assignment. The Property, as well as the rights and obligations of Owner under this Agreement, may be transferred or assigned in whole or in part by Owner to a Transferee without the consent of the City, subject to the conditions set forth below in Section 3.6.1, below. Upon such assignment, the assignor shall be released from the obligations so assigned.

3.6.1 Conditions of Assignment. No such assignment shall be valid until and unless the following occur:

3.6.1.1. Written Notice of Assignment Required. Owner, or any successor transferor, gives prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the Transferee, including a copy of the articles of incorporation in the case of corporations and the names of individual partners in the case of partnerships.

3.6.1.2. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, the Transferee expressly assumes all of the rights and obligations of this Agreement transferred or assigned by Owner and which are expressly set forth in the Assignment Agreement between Owner and Transferee.

3.6.2 Liability Upon Assignment. Each Transferee of any portion of the Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Property together with the assignment of Owner's rights and obligations under this Agreement relating thereto pursuant to an Assignment Agreement, the Transferee shall become solely and only liable for the

performance of those assigned or transferred obligations so assumed and shall have the rights of the "Owner" under this Agreement with respect thereto, which such rights and obligations shall be set forth specifically in the Assignment Agreement, executed by the transferring Owner and the Transferee as of the date of such transfer, assignment or conveyance of the applicable portion of the Property. The failure of a Transferee of any portion of the Property to perform Owner's obligations set forth in the applicable Assignment Agreement may result, at the City's option, in a declaration that this Agreement has been breached and the City may, but shall not be obligated to, exercise its rights and remedies under this Agreement solely as it relates to the defaulting Transferee's portion of the Property. Any partial termination of this Agreement as it relates to that Transferee's holding is severable from the entire Agreement, and shall not affect the remaining entirety of this Agreement.

3.6.3 Release of Owner. With respect to a transfer and assignment of Owner's interest in the Property and the related rights and obligations hereunder to a Transferee, upon the effective date of any such transfer and assignment, as evidenced by the execution of an Assignment Agreement and delivery of a copy of such Assignment Agreement to the City, the Owner shall automatically be released from any further obligations to the City under this Agreement with respect to the Property so transferred.

3.7 Amendment of Development Agreement.

3.7.1 Initiation of Amendment. Any party may propose an amendment to this Agreement and both parties agree that it may be beneficial to enter into additional agreements or modifications of this Agreement in connection with the implementation of the separate components of the Project.

3.7.2 Procedure. The procedure for proposing and adopting an amendment to this Agreement shall be as set forth in the Zoning Code, Chapter 17.66 (Development Agreements) and the Development Agreement Legislation.

3.7.3 Consent. Except as expressly provided in this Agreement, any amendment to this Agreement shall require the written consent of both parties. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties.

3.8 Tentative Maps.

3.8.1 Term of Map(s). Pursuant to California Government Code Sections 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed for all or any portion of the Property shall be deemed extended without further required action for a period of time through the scheduled termination date of this Agreement as set forth in Section 3.3 above if such map would otherwise have expired prior thereto.

3.8.2 Vesting Tentative Maps. If any tentative or final subdivision map approved in connection with the development of the Project is a vesting map under the Subdivision Map Act and the Pasadena Municipal Code, and if this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable insofar as it grants a vested right

to Owner to develop the Project, then the rights and protections afforded to Owner under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Vesting tentative subdivision maps approved by the City for the Project may be recorded in phases.

3.9 Amendments to Project Approvals. It is contemplated by City and Owner that Owner may, from time to time, seek amendments to one or more of the Project Approvals. Any such amendments shall be reviewed pursuant to Section 17.61.050 (Conditional Use Permits and Master Plans) and 17.64.050 (Changes to an Approved Project) of the Zoning Code. The parties agree that any minor amendments to any Project Approvals shall not require an amendment to this Agreement and shall become part of the Project.

3.10 Extension Of Time For All Project Approvals and Future Development Approvals. The duration of all Project Approvals and Future Development Approvals, excluding the EIR and any required design review approvals, shall automatically be extended for the Term of this Agreement.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Development and Control of Development.

4.1.1 Control of Development. While this Agreement is in effect, Owner shall have the vested right to develop the Property consistent with the Master Plan, the Project Description, the Project Approvals, the Future Development Approvals and pursuant to and in accordance with the Applicable Regulations pursuant to this Agreement, including, without limitation, specific uses, densities, and types of Development provided for in the Applicable Regulations. Except as otherwise specified in the Project Approvals and this Agreement, the Applicable Regulations shall control the Development and all off-site improvements required by the Project Conditions of Approvals and appurtenances in connection therewith. The Applicable Regulations are only those written rules, policies, plans, regulations, ordinances, and resolutions described in Section 4.1.2 below. Owner and City shall use reasonable efforts to compile the Applicable Regulations in a permanent written form, which shall be kept on file in the Office of the City Clerk with a copy to each party.

4.1.2 Applicable Regulations. The regulations applicable to the Development of the Property shall consist of the following requirements (collectively, the "Applicable Regulations").

4.1.2.1. General Development Regulations. Except as otherwise specified in this Agreement, the ordinances, rules, plans, regulations, approvals, entitlements and official policies governing the permitted uses and Development of the Property, including but not limited to the permitted density and intensity of use, provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to Development of the Property shall be those ordinances rules, regulations, plans, and official policies as they exist on the Effective Date and shall include, without limitation, the Master Plan.

4.1.2.2. Uses. Owner shall develop the Property for student housing, administrative offices, classrooms, public institutional facility uses, ancillary uses related thereto, Publicly Accessible Open Space, and any use authorized by the Master Plan, the Project Approvals and the Future Development Approvals. No other uses shall be allowed on the Property unless otherwise authorized by this Agreement, the Project Approvals, Future Development Approvals, or the Applicable Regulations.

4.1.2.3. Project Signage. Prior to erecting any signs within the Project, Owner shall prepare and submit a Master Sign Plan pursuant to Zoning Code Section 17.48.060. The approval by the City of a Master Sign Plan shall constitute a Future Development Approval subject to this Agreement, provided that the types and sizes of signs included in the approved Master Sign Plan (e.g., digital gallery) are permitted under the Applicable Regulations or Zoning Code as of the date such Master Sign Plan is approved by the City. The City hereby agrees to accept and expeditiously process any applications submitted by Owner relating to Project signage.

4.1.2.4. Uniform Building Codes. Notwithstanding any provision of this Agreement to the contrary, development of the 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.

4.1.2.5. Changes Mandated by California or Federal Laws or Regulations. Changes in, or additions to, the Applicable Regulations adopted or made operative on or after the Effective Date shall apply to the Development of the Property 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 Owner 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 Regulations and/or of this Agreement.

4.1.2.6. Final Map Approval. Owner agrees the City shall not be required to approve a Final Vesting Tentative Tract Map in the event that Owner fails to meet or perform any or all of the material requirements of this Agreement pertaining to the Development of the Property.

4.1.2.7. Subsequent Development Review and Approvals. City shall not require Owner to obtain any approvals or permits for the Development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Regulations. In connection with any Future Development Approval or action which the City is permitted or has the right to make under this Agreement relating to the Project, the City shall exercise its discretion or take action in a manner which complies and is consistent with the purpose and intent of this Agreement and such other standards, terms and conditions contained in this Agreement. Upon City's granting of any Future Development Approval (except for design review approval), such Future Development Approval shall become part of the Project Approvals. No change to the Master Plan which is consistent with the Applicable Regulations

shall require an amendment of this Agreement, and in the event any such change is approved, the references in this Agreement to Master Plan shall be deemed to refer to the Master Plan as so changed.

4.1.3 Development Impact and Processing Fees.

4.1.3.1. Development Impact Fees. The Property and future Development of the Property shall be subject to any new and increased Development Impact Fees ("DIF") imposed by the City, provided that such a change is applied on a Citywide basis. Except as provided in Section 4.1.3.2, below, Owner agrees to pay all DIF at the rate and amount in effect at the time the fee is required to be paid.

4.1.3.2. Applicable Residential Impact Fee Category. The City charges a Residential Impact Fee ("RIF") as one of its DIFs. The RIF applicable to the Project shall be the RIF required for student housing projects and shall not be the RIF required for multifamily residential projects. Owner shall pay the student housing RIF at the rate and amount in effect as of the Effective Date, subject to an annual adjustment based on the Consumer Price Index. If Owner converts the student housing units into multi-family units, then owner shall pay the RIF applicable to multi-family housing units at the rate in effect as of the date of the conversion, less any sums previously paid to the City as student housing RIF for the converted units. Nothing herein shall prohibit Owner from providing up to ten (10) of the units within the student housing buildings exclusively to ArtCenter faculty and/or staff, which units shall also be subject to the student housing RIF. As of the Effective Date, student housing units are not subject to the City's Inclusionary Housing requirements.

4.1.3.2.1 Application/Processing Fees. Owner shall pay the application and processing fees customarily imposed on the type of entitlement and/or permit sought at the rate, and in the amount, imposed by City pursuant to the fee schedule, resolution or ordinance in effect at the time the application is submitted to the City, which fees are designed to reimburse City's expenses attributable to processing such applications for entitlements, permits, or both.

4.1.4 Timing of Development. The parties acknowledge that Owner cannot at this time predict specific phases of Development, when such phases will occur, or the rate at which phases of the Project will be developed. Such decisions depend upon numerous factors that are not within the control of Owner, such as market orientation and demand, capital availability, philanthropic giving, interest rates, absorption, competition and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the parties' agreement, it is the intent of Owner and City to hereby acknowledge and provide for the right of Owner to develop the Project, and each phase thereof, in such order and at such rate and times as Owner deems appropriate within the exercise of its sole and subjective business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Agreement.

4.1.5 Permits and Approvals – Cooperation. City further agrees to reasonably cooperate with Owner, at no cost to City, in securing any County, State and Federal permits or authorizations which may be required in connection with Development contemplated by Owner, including without limitation such permits, approvals, and/or consents required by the LACMTA. This cooperation shall not entail any economic contribution by the City. The City shall process all land use applications, plans, maps, CEQA documents, permits, construction inspection and related documents expeditiously.

4.1.6 Challenge to Conditions of Approval. Notwithstanding anything contained herein to the contrary, the parties hereby agree that Owner shall have the right to contest and challenge any condition of approval or permit condition applicable on either the Hillside Campus or the South Campus while concurrently proceeding with Development of the Project on the other campus. However, once Development begins on a campus, Owner is foreclosed from challenging any conditions of approval or permit conditions on that campus. If a condition is applicable to both campuses, Owner shall lose the right to challenge that condition once Development on either campus begins.

4.2 Reserved Authority.

4.2.1 State and Federal Laws and Regulations. In the event that State or Federal laws or regulations prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. Notwithstanding the foregoing, the City shall not adopt or undertake any regulation, program or action, or fail to take any action which is inconsistent or in conflict with this Agreement until the City makes a finding that such regulation, program action or inaction is required (as opposed to permitted) to comply with such State and Federal laws or regulations after taking into consideration all reasonable alternatives.

4.2.2 Regulation for Health and Safety. Notwithstanding anything to the contrary in this Agreement, the City shall have the right to apply the City regulations (including amendments to the Applicable Regulations) adopted by the City after the Effective Date, in connection with any Future Development Approvals, or deny, or impose conditions of approval on any Future Development Approvals if City determines that the failure of City to make such application or to deny, or impose conditions of approval on any Future Development Approvals would place the residents or occupants of the Property or the residents of the City, or both, in a condition dangerous to their safety, health, or both.

4.3 Vested Rights. By entering into this Agreement and relying thereon, Owner is obtaining the vested rights to proceed with the Development of the Property in accordance with the Applicable Regulations, the Master Plan, the Project Approvals and the Future Development Approvals. By entering into this Agreement and relying thereon, the City is securing certain public benefits which enhance the public health, safety and welfare, a partial listing of which benefits is set forth in the Recitals, above.

4.4 No Conflicting Enactments. Except as otherwise provided by this Agreement, neither the City Council nor any other agency of the City shall enact a rule, regulation, ordinance, or other measure (collectively "law") applicable to the Property that is inconsistent or conflicts with the terms of this Agreement. By way of example, any law, whether by specific reference to this Agreement or otherwise, shall be considered to conflict if it limits or reduces the density or intensity of Development as regulated by the Applicable Regulations and Project Approvals or otherwise requires any reduction or increase in the number, size, or square footage of lot(s), structures, buildings, or other improvements, except as provided in Section 4.2.

4.4.1 Moratorium. It is the intent of Owner and the City that no moratorium or other limitation (whether relating to the Development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), site development permits, precise plans, site development plans, building permits, occupancy certificates, or other entitlements to use approved, issued, or granted within the City, shall apply to the Project to the extent such moratorium or other limitation would restrict Owner's right to develop the Property as provided by this Agreement in such order and at such rate as Owner deems appropriate as limited or regulated by this Agreement. The City agrees to reasonably cooperate with Owner in order to keep this Agreement in full force and effect. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to reasonably cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the Project Approvals or to other development issues affecting the Property shall not delay or stop the Development, processing, or construction of the Project, unless the third party obtains a court order preventing the activity.

4.4.2 Consistency Between this Agreement and Current Laws. The City represents that as of the Effective Date there are no rules, regulations, ordinances, policies, or other measures of the City in force that would interfere with the Development and use of all or any part of the Property according this Agreement. In the event of any inconsistency between any Applicable Regulation, Project Approval, and this Agreement, the provisions of this Agreement shall control.

4.5 Reimbursement. Nothing in this Agreement shall preclude City and Owner from entering into any reimbursement agreements for the portion (if any) of the cost of any dedications, public facilities, infrastructure, off-site improvements or any of these that City may require as conditions of the Project Approvals, to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project.

4.6 Easements. In the event a Project Approval requires an easement to be dedicated for pedestrian use, such an easement shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, and other utilities and facilities so long as they do not unreasonably interfere with pedestrian use.

5. **OBLIGATIONS OF THE PARTIES.**

5.1 **Agreement and Assurances on the Part of Owner.** In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions of the parties hereto, the Owner hereby agrees as follows:

5.1.1 **Project Development.** Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake development of the Project in accordance with the terms and conditions of this Agreement, the Applicable Regulations, and the Project Approvals. However, nothing in this Agreement shall be deemed to obligate Owner to initiate or complete Development of the Project or any portion thereof within any period of time or at all, or deemed to prohibit Owner from seeking any necessary land use approvals for any different development project on the Property.

5.1.2 **Public Benefits.** This Agreement provides assurances that the public benefits identified below will be achieved and developed in accordance with the Applicable Regulations and Project Approvals and with the terms of this Agreement. The Project will provide the following public benefits to the City:

5.1.2.1. **Publicly Accessible Open Space.** The Project shall provide publicly accessible open space at the South Campus. A minimum of fifty percent (50%) of the Project's total open space shall be publicly accessible, and to the extent constructed, a minimum of seventy percent (70%) of the main elevated quad shall be publicly accessible from 8:00 a.m. to 8:00 p.m., daily, provided, however, Owner shall be permitted to modify the hours of public access as reasonably required to accommodate academic and campus events. The areas open to the public and the hours for permitted public access shall be posted at discernable locations on the Property.

5.1.2.2. **Use of Transportation Hub, Parking Areas and Shuttles.** Owner agrees to consider coordination with the City regarding public use of Owner's parking, shuttles and other transportation amenities at both campuses during City special events, including but not limited to the Rose Bowl Game and Rose Parade.

5.1.2.3. **Use of Meeting Rooms/Black Box Theater.** Owner agrees to permit use of its meeting rooms at both campuses and black box theater at the South Campus at no cost so that the City may host City and community meetings therein in its reasonable discretion. Owner agrees to use reasonable efforts to accommodate the City's request for such use of its meeting rooms and/or black box theatre; provided, however, Owner shall have the first priority right to use the meeting rooms and black box theatre.

5.1.2.4. **Bike Share Station.** Owner agrees to consider inclusion of a bike share program and station on the South Campus.

5.1.2.5. **Construction Sales and Use Tax.** Owner shall cause all contractors and subcontractors hired for Development of the Project to designate the City as the "point of sale" such that local sales and use taxes generated in connection with all eligible

purchases of materials, fixtures, furniture, machinery, equipment and supplies for the Development work to be performed are allocated directly to the City.

5.1.2.6. Public Benefit Payment. During the Term, Owner shall make public benefit payments to the City as set forth below (the "Public Benefit Payment"), which payments shall escalate annually by two percent (2%). The Public Benefit Payment shall be used by the City as it sees fit, and is being provided to partially offset the cost of providing public services to the Project (e.g., police and fire). Owner shall pay the Public Benefits Payment consistent with the following schedule.

(A) Following the issuance of the first certificate of occupancy for a new student housing building, Owner shall make an annual Public Benefit Payment to the City in the amount of Fifty Thousand Dollars (\$50,000).

(B) Following the issuance of the second certificate of occupancy for a new student housing building, the annual Public Benefit Payment shall increase by an additional Fifty Thousand Dollars (\$50,000).

(C) Following the issuance of the third certificate of occupancy for a new student housing building, the annual Public Benefit Payment shall increase by an additional Fifty Thousand Dollars (\$50,000).

(D) Following the issuance of the fourth certificate of occupancy for a new student housing building, the annual Public Benefit Payment shall increase by an additional Fifty Thousand Dollars (\$50,000).

The Public Benefit Payments shall be made within thirty (30) days of the issuance of the applicable certificate of occupancy and annually thereafter; provided, however, if a certificate of occupancy is issued during a calendar year in which Owner has already made a Public Benefit Payment, then Owner shall only be required to pay the incremental increase (i.e., \$50,000) in the applicable Public Benefit Payment for the newly issued certificate of occupancy. Within one year of the Effective Date, the City Manager will present to the City Council a proposed policy regarding the application of public benefit payments to nonprofit entities entering into development agreements with the City for which the parties derive development certainties and public benefits. Should the City Council adopt a policy, or otherwise vote to direct staff regarding such payments that would reduce or eliminate the amounts due hereunder, Owner may comply with the policy in lieu of this Section 5.1.2.6. In no event shall Owner be required to pay more than is set forth above.

5.2 Agreement and Assurances on the Part of City. In consideration for Owner entering into this Agreement, and as an inducement for Owner to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in this Section, the City hereby agrees as follows:

5.2.1 Easements and Licenses. City shall grant such easements and/or licenses over City property as are reasonably needed for the Development of the Property provided such easements/licenses do not impede or interfere with public services provided on

such properties. Owner agrees to grant to the City such easements over its property as are reasonably needed for the construction and maintenance of public improvements, except to the extent such easements would have a material adverse economic effect on the Project. Such grants shall be at no additional cost to the Owner or City.

5.2.2 Use of City Property at Glenarm Power Plant for Interim Parking and Construction Staging. City and Owner agree to cooperate in good faith to enter into a lease or license agreement that grants Owner the non-exclusive right to use City-owned property near the Property during the Term for the purpose of temporary parking and construction staging, and at the annual cost to Owner of One Dollar (\$1.00). The lease or license shall provide that the term of said lease or license shall be for an initial two year period, followed by automatic renewals for six month periods, unless and until the City should give 90 days' notice of termination of the lease/license or modification of the leased/licensed area. Such lease or license shall grant Owner the right to make limited improvements to the City-owned property after approval of any necessary permits, including without limitation, security fencing and lighting, provided that such improvements shall be completed at the sole cost and expense of Owner.

5.2.3 Use of City's Compressed Natural Gas ("CNG") Filling Station. The City acknowledges that Owner has agreed not to pursue the construction of a CNG filling station at the Hillside Campus due to concerns expressed by nearby residents and community groups. In lieu of pursuing a CNG facility on its Hillside Campus the City agrees to use its best efforts to permit the use of the City-owned CNG filling station for use by Owner, subject to the parties entering into an agreement to permit such use. In furtherance thereof, the City and Owner shall cooperate in good faith to enter into an agreement that permits Owner's use of the City's CNG facility at subject to reasonable restrictions to ensure that Owner's use thereof does not unreasonably interfere with the City's use of the facility. The agreement described herein shall provide Owner access to the CNG filling station at reasonable hours for the purpose of refueling Owner's shuttles. The City shall not charge Owner for the benefit of accessing the facility, but may charge Owner for the fuel used at the same price the City paid for the fuel without mark-up and any other costs actually incurred by the City and directly arising out of Owner's use of the facility.

5.3 Maintenance of Improvements. Responsibility for the ongoing maintenance of public improvements provided by Owner pursuant to this Agreement shall be apportioned between the parties in accordance with the terms of this Section.

5.3.1 City Maintenance of Dedicated Public Improvements. City shall maintain all dedicated and accepted Public Improvements, including but not limited to, public streets and related walls, streetlights, and public storm drainage facilities.

5.3.2 Owner Maintenance of Landscaping and Storm Drain Facilities. Owner shall maintain all landscaping on the Property and on adjacent City rights-of-way and all storm drainage facilities on the Property.

5.4 Financing Mechanisms.

5.4.1 Development Bonds. If requested by Owner, City shall cooperate in the issuance of development bonds, as allowed by State or Federal law.

5.4.2 Cost of Creating Financing Mechanism. If the formation or establishment of any public financing mechanism is requested by Owner, Owner shall bear the full cost of creating any and all such financing mechanisms.

6. INDEMNIFICATION.

6.1 Owner agrees to and shall indemnify, defend and hold harmless the City, its agents, officers, officials, contractors, attorneys, and employees ("Indemnified Parties") from and against any claims, liabilities or proceeding against the Indemnified Parties to set aside, void or annul the approval of this Agreement (including, but not limited to CEQA and/or other claims related to this Agreement and the City's approval thereof). Owner's duties under this Section are solely subject to and conditioned upon the Indemnified Parties written request to Owner to indemnify the Indemnified Parties. Owner shall deposit the expected costs of defense with the City within five (5) business days of notice from the City of the claim and shall add to the deposit within five (5) business days from the request of City. Without in any way limiting the provisions of this Section, the parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

6.2 Notwithstanding Section 6.1, and as a separate and distinct obligation of Owner, Owner agrees to indemnify, defend and hold harmless the Indemnified Parties from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature arising from alleged damages caused to third parties and alleging that the Indemnified Parties is or are liable therefor as a direct or indirect result of the City's approval of this Agreement. Owner's duties under this Section are solely subject to and conditioned upon the Indemnified Parties written request to Owner to indemnify the Indemnified Parties. Owner shall deposit the expected costs of defense with the City within five (5) business days of notice from the City of the claim and shall add to the deposit within five (5) business days from the request of City. Without in any way limiting the provisions of this Section, the parties hereto agree that this Section shall be interpreted in accordance with the provisions of California Civil Code Section 2778 in effect as of the Effective Date.

6.3 Without limiting the generality of the foregoing, this 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 6, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both. The indemnification, hold harmless and defense requirements in this Section 6 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 Owner to defend Owner and the City in any such action. 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, Owner's consent shall be required if the resolution of the challenge shall require a

payment by Owner or limits Owner's rights under this Agreement, which consent shall not be unreasonably withheld.

7. **RELATIONSHIP OF PARTIES**. The contractual relationship between the City and Owner is such that Owner is an independent contractual party and not the agent or employee of the City. The City and Owner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with the Development of the Property shall be construed as making the City and Owner joint ventures or partners.

8. **AMENDMENT OR CANCELLATION OF AGREEMENT**. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in the manner provided for in Government Code Section 65868 and the Zoning Code in Chapter 17.66 (Development Agreements). No amendment or modification of this Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each party hereto. This provision shall not limit the City's or Owner's remedies as provided by Section 10.3.

9. **PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT**.

9.1 **Periodic Review**. The City and Owner shall review this Agreement at least once every 12-month period from the date this Agreement is executed. The City shall notify Owner in writing of the date for review at least thirty (30) days prior thereto. Such periodic review shall be conducted in accordance with Government Code Section 65865.1 and the Zoning Code in Chapter 17.66 (Development Agreements).

9.2 **Good Faith Compliance**. During each periodic review, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. Owner agrees to furnish such reasonable evidence of good faith compliance as the City, in the exercise of its reasonable discretion, may require. If requested by Owner, the City agrees to provide to Owner, a certificate that Owner or a duly authorized Transferee is in compliance with the terms of this Agreement, provided Owner reimburses the City for all reasonable and direct costs and fees incurred by the City with respect thereto.

9.3 **Failure to Conduct Annual Review**. The failure of the City to conduct the annual review shall not be an Owner default. Further, Owner shall not be entitled to any remedy for the City's failure to conduct this annual review.

9.4 **Initiation of Review by City Council**. In addition to the annual review, the City Council may at any time initiate a review of this Agreement by giving written notice to Owner. Within thirty (30) days following receipt of such notice, Owner shall submit evidence to the City Council of Owner's good faith compliance with this Agreement and such review and determination shall proceed in the same manner as provided for the annual review. The City Council shall initiate its review pursuant to this Section only if it has probable cause to believe the City's general health, safety, or welfare is at risk as a result of specific acts or failures to act by Owner.

9.5 Administration of Agreement. Any final decision by the City staff concerning the interpretation and administration of this Agreement and Development of the Property in accordance herewith may be subject to review by the Planning Commission pursuant to Section 17.66.070 of the Zoning Code, upon request of Owner. The foregoing notwithstanding, breaches of this Agreement are subject to judicial relief as provided in this Agreement.

9.6 Availability of Documents. If requested by Owner, the City agrees to provide to Owner copies of any documents, reports or other items reviewed, accumulated or prepared by or for the City in connection with any periodic compliance review by the City, provided Owner reimburses the City for all reasonable and direct costs and fees incurred by the City with respect thereto. The City shall respond to Owner's request on or before ten (10) business days have elapsed from the City's receipt of such request.

10. EVENTS OF DEFAULT; REMEDIES AND TERMINATION. Unless amended, modified, or suspended pursuant to Government Code Section 65869.5 and the Zoning Code, this Agreement is enforceable by either party hereto.

10.1 Defaults by Owner. If the City determines that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall, by written notice to Owner, specify the manner in which Owner has failed to so comply and state the steps Owner must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from the City specifying the manner in which Owner has failed to so comply, Owner does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then Owner shall be deemed to be in default under the terms of this Agreement. The foregoing 30-day period shall be tolled during the pendency of any review undertaken pursuant to Section 9.5, if applicable. Default of Owner shall also include, but not limited to, Owner's failure to timely commence construction of the Public Improvements pursuant to this Agreement; Owner's failure to timely complete construction of the Public Improvements; Owner's failure to substantially comply with the Project Conditions of Approval. The City's remedies for Owner's breach shall be limited to those specified in Section 10.3.

10.2 Defaults by City. If Owner determines that the City has not complied in good faith with the terms and conditions of this Agreement, Owner shall, by written notice to the City, specify the manner in which the City has failed to so comply and state the steps the City must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from Owner specifying the manner in which the City has failed to so comply, the City does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then the City shall be deemed to be in default under the terms of this Agreement. Owner's remedies for City's breach shall be limited to those specified in Section 10.3.

10.3 Legal Remedies.

10.3.1 No Monetary Damages. Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Property to its natural condition once

implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the Development of the Property in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, the City and Owner agree that damages would not be an adequate remedy if the City fails to carry out its obligations under this Agreement and that Owner shall have the right to seek and obtain specific performance and/or injunctive relief as a remedy for any breach of this Agreement. Moreover, the City would not have consented to this Agreement if it were to be subject to damages for breach of this Agreement. Therefore, Owner specifically agrees that it has no authority under this Agreement or otherwise to seek monetary damages against the City for any breach of this Agreement by the City, and agrees not to seek monetary damages against the City for breach of this Agreement.

10.3.2 Specific Performance Remedy. The City and Owner further acknowledge that, if Owner fails to carry out its obligations under this Agreement, the City shall have the right to refuse to issue any permits or other approvals that Owner would otherwise have been entitled to pursuant to this Agreement. Therefore, the City's remedy of denying issuance of permits or terminating this Agreement shall be sufficient in most circumstances if Owner fails to carry out its obligations hereunder. Notwithstanding the foregoing, if the City issues a permit or other approval pursuant to this Agreement in reliance upon a specified condition being satisfied by Owner in the future, and if Owner then fails to satisfy such condition, the City shall be entitled to specific performance for the sole purpose of causing Owner to satisfy such condition. The City's right to specific performance shall be limited to those circumstances set forth above, and the City shall have no right to seek specific performance to cause Owner to otherwise proceed with the Development of the Project in any manner.

10.4 Institution of Legal Action. In addition to any other rights or remedies, and except as provided in Section 11.3, Owner or the City may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof to recover damages for any default, or to obtain any other remedies consistent with the purpose of this Agreement. Such legal action shall be heard by a referee from the Los Angeles County Superior Court pursuant to the reference procedures of the California Code of Civil Procedure Sections 638, et seq., Owner and the City shall agree upon a single referee who shall then try all issues, whether of fact or law, and report a finding and judgment thereon and issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her. If Owner and the City are unable to agree on a referee within ten (10) days of a written request to do so by either party hereto, either party may seek to have one appointed pursuant to the California Code of Civil Procedure Section 640. The cost of such proceeding shall initially be borne equally by the parties. Any referee selected pursuant to this Section shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution.

10.5 Estoppel Certificates.

10.5.1 Written Request. Either party may at any time deliver written notice to the other party requesting an estoppel certificate (the "Estoppel Certificate") stating: (1) this Agreement is in full force and effect and is a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments; and (3) no default in the performance of the requesting party's obligations under this Agreement exists or, if a default does exist, the nature and amount of any default.

10.5.2 Thirty (30) Days to Respond. A party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting party within thirty (30) days after receipt of the request.

10.5.3 Authorized Signatories. The City Manager or any person designated by the City Manager may sign the Estoppel Certificates on behalf of the City. Any officer of Owner may sign on behalf of Owner.

10.5.4 Reliance. An Estoppel Certificate may be relied on by assignees and mortgagees.

10.5.5 Reimbursement. In the event that one party requests an Estoppel Certificate from the other, the requesting party shall reimburse the other party for all reasonable and direct costs and fees incurred by such party with respect thereto.

10.5.6 Failure to Provide Estoppel Certificate. Failure by a party to provide an Estoppel Certificate within thirty (30) days after receipt of the request therefor shall be deemed confirmation that this Agreement is in full force and effect, has not been amended or modified either orally or in writing and that no defaults in the performance of the requesting party's obligations under this Agreement exist.

11. WAIVERS AND DELAYS.

11.1 No Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, and failure by a party to exercise its rights upon a default by the other party hereto, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

11.2 Third Parties. Non-performance shall not be excused because of a failure of a third person, except as provided in Section 11.3.

11.3 Force Majeure. Neither City nor Owner shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots, terrorism, or similar hostilities, strikes and other labor difficulties, government regulations (including, without limitation, state and federal environmental and natural resource regulations applied to the Property), or judicial decisions directly applicable to the Property beyond such party's control. The Term of this Agreement and the time for performance by Owner or the City of any of its obligations

hereunder shall be extended by the period of time that any of the events described in this Section 11.3 exists and/or prevents performance of such obligations.

12. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, or by overnight delivery. Notices required to be given to the City shall be addressed as follows:

City of Pasadena
100 N. Garfield Avenue, Room S228
Pasadena, CA 91109
Attention: City Manager

With a copy to:

City of Pasadena
100 N. Garfield Avenue, Room S228
Pasadena, CA 91109
Attention: City Attorney

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

ArtCenter College of Design
1700 Lida Street
Pasadena, CA 91103
Attention: Vice President, Facilities and Campus Planning

With a copy to:

Sheppard, Mullin, Richter & Hampton LLP
333 S. Hope Street, 43rd Floor
Los Angeles, CA 90071
Attention: Alfred Fraijo, Jr., Esq.

A party may change its address for notices by giving notice in writing to the other party as required herein and thereafter notices shall be addressed and transmitted to the new address. All notices under this Agreement shall be deemed given, received, made or communicated on the earlier of the date personal delivery is effected or on the delivery date or attempted delivery date shown on the return receipt, or air bill.

13. ATTORNEYS' FEES AND LITIGATION COSTS. Each party shall bear their own attorneys' fees and costs or expenses of suit in any action brought by either party against the other for breach of this Agreement, including actions derivative from the performance of this Agreement, or to compel performance under this Agreement. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

14. **RECORDING.** This Agreement and any amendment or cancellation hereof shall be recorded, at no cost to the City, in the Official Records of Los Angeles County by the City Clerk within the period required by Section 65868.5 of the Government Code.

15. **EFFECT OF AGREEMENT ON TITLE.**

15.1 **Effect on Title.** Owner and the City agree that this Agreement shall not continue as an encumbrance against any portion of the Property as to which this Agreement has terminated.

15.2 **Encumbrances and Lenders' Rights.** Owner and the City hereby agree that this Agreement shall not prevent or limit any Owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at its or their sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust sale and leaseback arrangement or other security device. The City acknowledges that any Lender (as hereinafter defined) may require certain interpretations of or modifications to this Agreement or the Project and the City agrees, upon request, from time to time, to meet with the Owner(s) and/or representatives of such Lenders to negotiate in good faith any such request for interpretation or modification. The City further agrees that it will not unreasonably withhold its consent to any such requested interpretation or modification to the extent such interpretation or modification is consistent with the intent and purpose of this Agreement. A default under this Agreement shall not defeat, invalidate, diminish, or impair the lien of any Lender.

15.3 **Notice of Defaults.** The mortgagee of a mortgage or beneficiary of a deed of trust or holder of any other security interest in the Property or any portion thereof and their successors and assigns, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity which obtains title by deed-in-lieu of foreclosure ("Lender") shall be entitled to receive a copy of any notice of default (as defined in Section 10.1 hereof) delivered to Owner and, as a pre-condition to the institution of legal proceedings or termination proceedings, the City shall deliver to all such Lenders written notification of any default by Owner in the performance of its obligations under this Agreement which is not cured within sixty (60) days (the "Second Default Notice") and shall allow the Lender(s) an opportunity to cure such defaults as set forth herein. The Second Notice of Default shall specify in detail the alleged default and the suggested means to cure it. After receipt of the Second Default Notice, each such Lender shall have the right, at its sole option, within ninety (90) days to cure such default or, if such default cannot reasonably be cured within that ninety (90) day period, to commence to cure such default, in which case no default shall exist and the City shall take no further action. Notwithstanding the foregoing, if such default shall be a default which can only be remedied by such Lender obtaining possession of the Property, or any portion thereof, and such Lender seeks to obtain possession, such Lender shall have until ninety (90) days after the date of obtaining such possession to cure or, if such default cannot reasonably be cured within such period, then to commence to cure such default. Further, a Lender shall not be required to cure any non-curable default of Owner, and any such default shall be deemed cured if any Lender obtains possession.

16. **SEVERABILITY OF TERMS.** If any term, provision, covenant, or condition of this Agreement shall be determined invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby if the tribunal finds that the invalidity was not a material part of consideration for either party. The covenants contained herein are mutual covenants. The covenants contained herein constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

17. **SUBSEQUENT AMENDMENT TO AUTHORIZING STATUTE.** This Agreement has been entered into in reliance upon the provisions of the Development Agreement Legislation in effect as of the Effective Date. Accordingly, subject to Section 4.2 above, to the extent that subsequent amendments to the Government Code would affect the provisions of this Agreement, such amendments shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or required by law or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868 as in effect on the Effective Date.

18. **LOCAL, STATE AND FEDERAL LAWS.** Owner and its contractors shall carry out the design and construction of all private improvements on the Property and all Public Improvements in conformity with all applicable laws, including, without limitation, all applicable federal, state and local occupation, employment, prevailing wage, safety and health laws, rules, regulations and standards. Owner agrees to indemnify, defend and hold the Indemnified Parties (as defined in Section 6.1) harmless from and against any cost, expense, claim, charge or liability relating to or arising directly or indirectly from any breach by or failure of Owner or its contractor(s) or agents to comply with such laws, rules or regulations. Owner's indemnity obligations set forth in this Section shall survive the termination or expiration of this Agreement.

19. **RULES OF CONSTRUCTION AND MISCELLANEOUS TERMS.**

19.1 **Interpretation and Governing Law.** The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. The parties understand and agree that this Agreement is not intended to constitute, nor shall be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of the City, and in particular, the City's police powers. In this regard, the parties understand and agree that this Agreement shall not be deemed to constitute the surrender or abnegation of the City's governmental powers over the Property.

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

19.3 **Gender.** The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

19.4 No Joint and Several Liability. At any time that there is more than one Owner, no breach hereof by an Owner shall constitute a breach by any other Owner. Any remedy, obligation, or liability, including but not limited to the obligations to defend and indemnify the City, arising by reason of such breach shall be applicable solely to the Owner that committed the breach. However, the City shall send a copy of any notice of violation to all Owners, including those not in breach. In addition, a default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Owner's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferee, and any amendment to this Agreement between City and a Transferee shall only affect the portion of the Property owned by such Transferee.

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

19.6 Recitals. All Recitals set forth herein are incorporated in this Agreement as though fully set forth herein.

19.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous negotiations, discussion and agreements between the parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

19.8 Authority to Execute Agreement. The person executing this Agreement on behalf of the Owner warrants and represents to the City that this Agreement has been duly approved by the Owner and that all applicable notices and procedures were complied with and that he/she is duly authorized by the Owner to execute this Agreement on behalf of the Owner and has been duly authorized to do so.

19.9 Not for Benefit of Third Parties. This Agreement and all provisions hereof are for the exclusive benefit of the City and Owner and its Transferees and shall not be construed to benefit or be enforceable by any third party.

19.10 Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts shall constitute one and the same agreement.

19.11 Exhibits. The following Exhibits are attached to this Agreement and incorporated herein as though set forth in full:

- Exhibit A: Legal Description and Depiction of the Property
- Exhibit B: The Master Plan

[Signatures on next page]

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

**CITY OF PASADENA,
a municipal corporation**

Mayor

ATTEST:

Mark Jomsky
City Clerk

APPROVED AS TO FORM:

Theresa E. Fuentes, Esq.
Assistant City Attorney

ARTCENTER COLLEGE OF DESIGN
A California nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

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

WITNESS my hand and official seal.

Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

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

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

Description and Depiction of the Property

1111 SOUTH ARROYO PARKWAY:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 14308, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 146, PAGES 57 AND 58 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

LOTS 8, 9 AND 10 IN BLOCK "A" OF RAYMOND ADDITION TO PASADENA, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 19 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF, PROVIDED, HOWEVER, THAT GRANTOR ITS SUCCESSORS AND ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSES WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED BELOW SAID SURFACE, AS EXCEPTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 413.

ASSESSOR PARCEL NUMBER: 5720-007-023

870 AND 888 SOUTH RAYMOND AVENUE:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 6, OF TRACT NO. 11522, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 215, PAGES 29 THROUGH 31 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

ALL OF LOTS 50, 51, 52, 53, 54, 55, 56 AND 57, EXCEPT THE SOUTHERLY 20 FEET OF LOT 57, IN THE MILS TRACT, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND ALSO A STRIP OF LAND APPROXIMATELY ONE FOOT IN WIDTH, CONTIGUOUS WITH THE EASTERLY LINE OF SAID LOTS, SAID ONE FOOT STRIP OF LAND BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 50, BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE SOUTHERLY 20 FEET OF SAID LOT 57 AND BOUNDED ON THE EAST BY THE WESTERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (FORMERLY THE SAN GABRIEL VALLEY RAILROAD).

PARCEL 3:

THAT PORTION OF LOT 5, BLOCK "N" OF THE SAN PASQUAL TRACT, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 315 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF LOT 6 OF T. BANBURY'S SUBDIVISION AS PER MAP RECORDED IN BOOK 12, PAGE 22 OF SAID MISCELLANEOUS RECORDS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO CALIFORNIA CENTRAL RAILROAD COMPANY, RECORDED ON AUGUST 11, 1890 IN BOOK 669, PAGE 203 OF DEEDS, RECORDS OF SAID COUNTY, SAID CORNER BEING IN THE WESTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, 30 FEET WIDE, AS SHOWN ON THE MAP OF TRACT 11522, AS PER MAP RECORDED IN BOOK 215, PAGES 29 THROUGH 31, INCLUSIVE RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID DEED AND ALONG LOT 6 IN SAID TRACT NO. 11522, SOUTH 89°29'35" WEST 7.00 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID LOT 6 OF TRACT NO. 11522 NORTHERLY ALONG A CURVE CONCAVE

WESTERLY HAVING A RADIUS OF 757.489 FEET AN ARC DISTANCE OF 27.998 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 566.686 FEET; THENCE CONTINUING ALONG SAID LOT 6 OF TRACT NO. 11522 NORTHERLY ALONG SAID LAST MENTIONED CURVE AN ARC DISTANCE OF 81.869 FEET TO AN ANGLE IN THE EASTERLY BOUNDARY LINE OF SAID LOT 6 OF TRACT 11522, AND BEING THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 669, PAGE 203 OF DEEDS; THENCE NORTH 89°30'15" EAST 0.90 FEET TO AN ANGLE POINT IN SAID EASTERLY BOUNDARY OF LOT 6 AND BEING THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO LOS ANGELES GAS AND ELECTRIC CORP., RECORDED IN BOOK 5612, PAGE 194 OF DEEDS, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY OF SAID LOT 6, NORTHERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 573.686 FEET AN ARC DISTANCE OF 13.339 FEET TO THE MOST NORTHERLY, NORTHEASTERLY CORNER OF SAID LOT 6 OF TRACT NO. 11522 AND BEING THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF THE MOST NORTHERLY LINE OF SAID LOT 6 OF TRACT NO. 11522 TO SAID WESTERLY LINE OF THE 30 FOOT WIDE STRIP OF LAND OF THE A.T. AND S.F. RY CO.; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THE EASTERLY 1.00 FOOT, MEASURED AT RIGHT ANGLES.

ALSO EXCEPT THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A KANSAS CORPORATION IN DEED RECORDED JANUARY 20, 1967 AS INSTRUMENT NO. 287, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBERS: 5720-008-904; 5720-008-905

950 SOUTH RAYMOND AVENUE:

PARCEL 1:

LOTS 58 TO 65 INCLUSIVE AND THE SOUTHERLY 20 FEET OF LOT 57 OF THE MILLS TRACT, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 33 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE ONE FOOT STRIP ADJOINING SAID LAND ON THE EAST, AS SHOWN ON SAID MAP, LYING BETWEEN THE PROLONGED NORTHERLY LINE OF HE SOUTHERLY 20 FEET OF SAID LOT 57 AND THE PROLONGED NORTHERLY LINE OF SAID LOT 60.

PARCEL 2:

EASEMENTS FOR PARKING, INGRESS AND EGRESS AND INCIDENTAL PURPOSES AS CONTAINED IN THAT CERTAIN INSTRUMENT ENTITLED PARKING AND RECIPROCAL EASEMENT AND OPTION TO PURCHASE RECORDED MAY 31, 2002 AS INSTRUMENT NO. 02-1246961.

1700 LIDA STREET:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PASADENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: PORTION 5705-002-006)

THAT PORTION OF LINDA VISTA TRACT, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 29, PAGE(S) 97 AND 98 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF BLOCK "Z" OF SAID LINDA VISTA TRACT; THENCE ALONG THE GENERAL WESTERLY LINE OF SAID BLOCK "Z", NORTH 22° 19' 10" WEST 243.97 FEET; NORTH 88° 12' 20" WEST 211.21 FEET; NORTH 25° 58' 30" WEST 494.87 FEET AND NORTH 8° 13' 40" WEST TO THE CENTERLINE OF THAT CERTAIN STRIP OF LAND, 60 FEET WIDE, AS DESCRIBED IN THE DEED TO THE CITY OF PASADENA, RECORDED ON SEPTEMBER 3, 1930, AS INSTRUMENT NO. 963, IN BOOK 10247, PAGE 192, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID CENTERLINE DESCRIBED AS FOLLOWS:

NORTH 85° 49' 50" EAST 8.94 FEET; EASTERLY AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 62° 15' 50" AN ARC DISTANCE OF 217.34 FEET; TANGENT TO SAID CURVE SOUTH 31° 54' 20" EAST 53.50 FEET; SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 43° 00' 00", AN ARC DISTANCE OF 187.62 FEET; TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 74° 54' 20" EAST 104.00 FEET; SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 28° 06' 00", AN ARC DISTANCE OF 157.95 FEET; TANGENT TO SAID LAST MENTIONED CURVE SOUTH 56° 48' 20" EAST 91.98 FEET; SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 20° 27' 50", AN ARC DISTANCE OF 182.94 FEET; TANGENT TO SAID LAST MENTIONED CURVE SOUTH 77° 46' 10" EAST 96.95 FEET; SOUTHEASTERLY AND SOUTHERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 75° 36' 10", AN ARC DISTANCE OF 184.81 FEET; TANGENT TO SAID LAST MENTIONED CURVE, SOUTH 2° 08' 00" EAST 46.32 FEET AND SOUTHERLY, SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 203° 50' 30", AN ARC DISTANCE OF 355.77 FEET TO THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID CENTERLINE DESCRIBED IN SAID DEED AS HAVING A BEARING AND LENGTH OF NORTH 25° 58' 30" WEST 210.88 FEET; THENCE ALONG THE SOUTHERLY PROLONGATION OF SAID CERTAIN COURSE,

SOUTH 25° 58' 30" EAST TO THE GENERAL SOUTHERLY LINE OF SAID BLOCK "Z"; THENCE ALONG SAID GENERAL SOUTHERLY LINE, SOUTH 60° 04' 00" WEST TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE, SOUTH 41° 23' 30" WEST 116.78 FEET; SOUTH 76° 12' 20" WEST 241.86 FEET AND SOUTH 57° 47' 40" WEST 451.70 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF SAID CERTAIN 60.00 FOOT WIDE STRIP OF LAND AS DESCRIBED IN SAID DEED TO THE CITY OF PASADENA.

PARCEL 2: (APN: PORTION OF 5705-002-006) THAT PORTION OF LOT 111 OF PASADENA PARK TRACT NO. 2, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE(S) 98 AND 99 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 111 WITH THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO PEGFAIR ESTATES, INC., RECORDED ON AUGUST 16, 1956, AS INSTRUMENT NO. 3778, IN BOOK 52046, PAGE 9, OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE WESTERLY AND NORTHERLY ALONG THE SOUTHERLY AND WESTERLY LINES OF THE LAND DESCRIBED IN SAID DEED TO THE NORTHERLY BOUNDARY OF SAID LOT 111; THENCE WESTERLY AND SOUTHERLY ALONG THE NORTHERLY AND GENERAL WESTERLY LINE OF SAID LOT 111 TO THE NORTHERLY LINE OF EL MIRADO RANCH, AS SHOWN ON MAP RECORDED IN BOOK 43, PAGE 56, OF MAPS, RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG SAID LAST MENTIONED NORTHERLY LINE TO SAID EASTERLY LINE OF LOT 111; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 111 TO THE POINT OF BEGINNING.

SAID PARCELS 1 AND 2 ABOVE ARE ALSO SHOWN AS PARCEL 1 OF PARCEL MAP 23005, IN THE CITY OF PASADENA, AS PER MAP RECORDED IN BOOK 282, PAGE(S) 61 THROUGH 63, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

Depiction of Hillside Campus



Depiction of South Campus

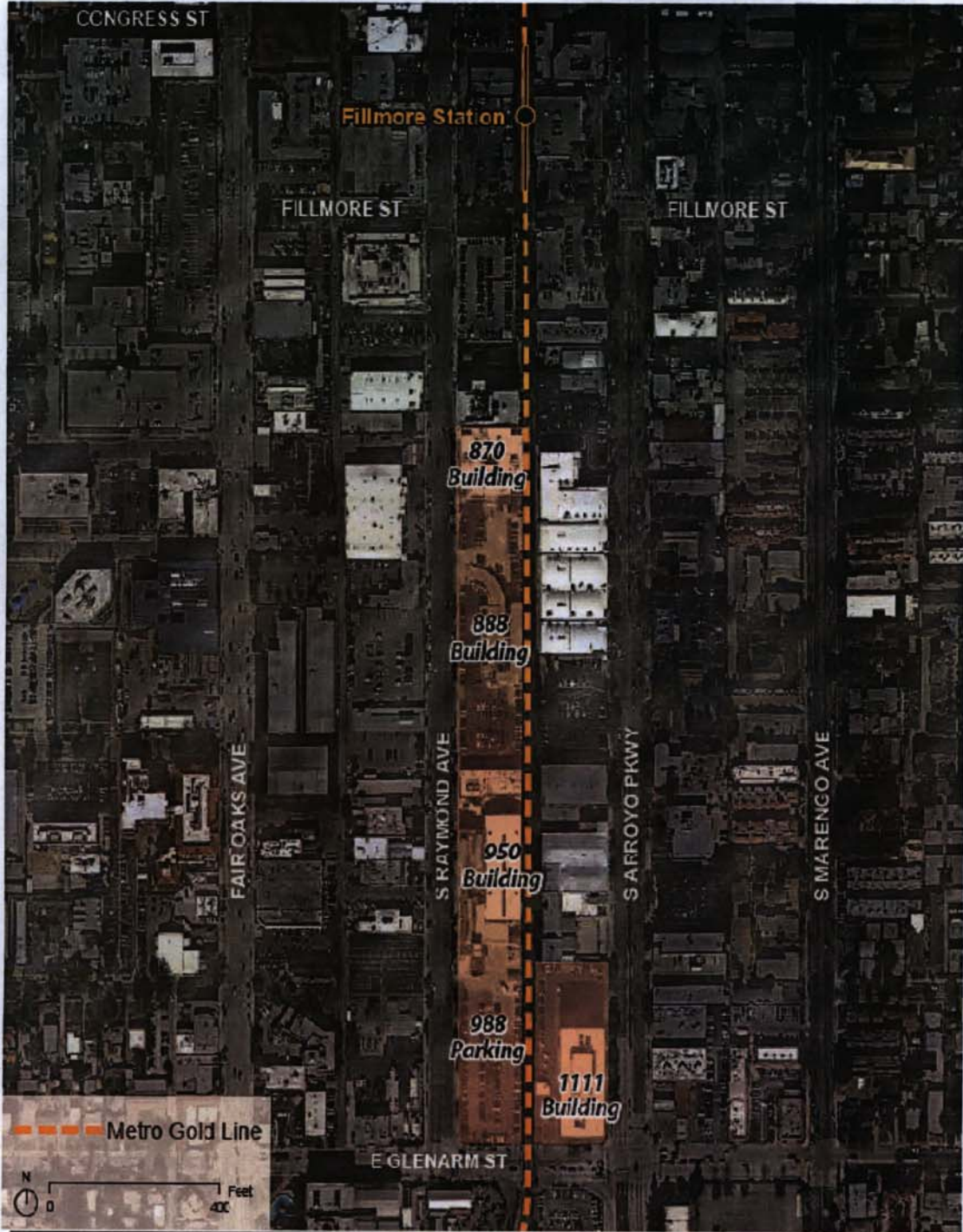


EXHIBIT "B"

The Master Plan

CONDITIONS OF APPROVAL FOR ARTCENTER COLLEGE OF DESIGN MASTER PLAN

*The Conditions of Approval below apply to both the South and Hillside Campuses
unless noted otherwise.*

I. GENERAL

1. **Previous Approvals.** The conditions of this Master Plan shall supersede the Conditions of Approval for the ArtCenter College of Design Master Plan (1989) and associated amendments (for the new South Campus, 2006). All applicable conditions of approval have been included herein.
2. **Conformance with Plans.** The site/floor/elevation plans to be submitted for building permits for the Project shall substantially conform to the plans dated July 16 except as modified herein. Plans shall be submitted for review and approval by the Planning & Community Development Director prior to the issuance of any project building/grading/foundation permits.
3. **Expiration.** The Master Plan shall expire 15 years from the date of approval unless renewed in accordance with Section 17.61.050.I.5.b. In the event that not all phases of the Master Plan are completed and the Master Plan expires, the conditions of approval shall continue to apply to the completed portions of the project.
4. **Permit Revocation or Modification.** The Planning & Community Development Director, at any time, can call for a review of the approved conditions at a duly noticed public hearing. These conditions herein may be modified or new conditions be applied to reduce any unforeseen impacts during the construction or operation of the use.
5. **Five Year Review.** In accordance with Section 17.61.050.I.5.d. (Five Year Review Required), the Master Plan shall be reviewed by the Planning Commission, or other review authority designated by the City Council commencing on the fifth year after the approval date of the Master Plan, for compliance with features of the plan and all applicable conditions of approval. The applicant shall be responsible for any required fee for the five-year periodic review.
6. **Design Review.** Design review for new construction and building alterations shall be conducted in conformance with Table 6-3 of Section 17.61.030 (Design Review) of the Zoning Code.

7. **Tree Inventory.**

- a. **Hillside Campus.** A final tree inventory prepared by a certified arborist shall be submitted with a building permit application for Sinclair Pavilion, South Building, and any construction within the North or South Parking Lot. At that time, if additional protected trees pursuant to Pasadena Municipal Code Chapter 8.52 should be removed, the applicant shall submit an application for Private Tree Removal indicating which of the Tree Protection Ordinance findings apply to the removal(s), including the possibility of requiring a conceptual landscaping plan indicating the location of required replacement trees.
- b. **South Campus.** A final tree inventory prepared by a certified arborist shall be submitted with a building permit application for any construction that requires removal of trees for the South Campus. At that time, if additional protected trees pursuant to Pasadena Municipal Code Chapter 8.52 should be removed, the applicant shall submit an application for Private Tree Removal indicating which of the Tree Protection Ordinance findings apply to the removal(s), including the possibility of requiring a conceptual landscaping plan indicating the location of required replacement trees.

8. **Protected Trees.** Prior to removal of any protected trees, the applicant or successor in interest shall submit final landscape plans, demonstrating adherence to the replacement matrix adopted by resolution the City Council and included in the associated administrative guidelines, to the Planning & Community Development Director for review and approval. Compliance with the Tree Protection Ordinance will be monitored through the approved landscape plan depicting replacement trees during the design review phase of the Master Plan implementation.
9. **Tree Removal – Timing – Hillside Campus.** Removal of the protected Aleppo pine tree shall not occur prior to the issuance of the building permit for photovoltaic canopies or the demolition permit for removal of the Annex Building on the North Lot at the Hillside Campus, whichever occurs first.
10. **Tree Replacement – Hillside Campus.** The protected Aleppo pine tree that is approved for removal shall be replaced in accordance with the Tree Replacement Matrix adopted by the City Council. Any non-protected trees within the North or South Lot shall be replaced with native or specimen species at a one-to-one replacement ratio.
11. **Noise Regulations.** The applicant or successor in interest shall adhere to the City's noise regulations in accordance with Section 9.36 of the Pasadena Municipal Code, except for findings adopted by resolution of the City Council herein, relating to applicant's construction of improvements above and/or below the Metro Gold Line.

12. **Hours of Construction.** ~~Except for findings adopted by resolution of the City Council herein relating to applicant's construction of improvements above and/or below the Metro Gold Line, construction and demolition activities shall be limited to between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturdays. No construction or demolition activities shall occur on Sundays or City-designated holidays.~~
- a. The City Council adopted a Resolution allowing construction activities above and/or below the Metro Gold Line to occur outside of the normal hours allowed by the Noise Ordinance. Such nighttime construction may occur within a 24-month period from the start of construction for the portion of ArtCenter's Main Quad located above the Metro right-of-way. The 24-month time period may be extended for a reasonable length of time by the Director of Planning and Community Development upon the submittal of written request for additional time and justification for the additional time.
 - b. All other construction and demolition activities shall be limited to between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturdays. No construction or demolition activities shall occur on Sundays or City-designated holidays.
13. **Mechanical Equipment.** All exterior mechanical equipment, except solar collectors, shall be screened or located out of view from public rights-of-way. When visible, a screen enclosure shall be designed to be architecturally compatible with the building.
14. **Refuse Facilities.** Trash enclosure areas shall be provided in accordance with the requirements of Section 17.40.120 (Refuse Storage Facilities) of the Pasadena Municipal Code. Deliveries and trash pickup shall be allowed only between the hours of 7:00 a.m. and 9:00 p.m., Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturdays. No deliveries and trash pickup is allowed on Sundays.
15. **Temporary Fencing.** Temporary construction fencing shall be permitted during the duration of demolition and construction of buildings on site and removed within 30 days after issuance of a Certificate of Occupancy.
16. **Condition Monitoring.** The project, PLN2015-00341, shall comply with all conditions of approval, and is subject to Condition Monitoring. Required fees for monitoring and inspections shall be paid on or after the effective date of this permit, but prior to the issuance of any building permit. Contact the Code Compliance Staff at (626) 744-4633 to verify the fees and to schedule an inspection appointment time. All fees are to be paid to the cashier at the Permit Center located at 175 N. Garfield Avenue. The cashier will ask for the activity number provided above. Failure to pay the required fees prior to the stipulations in this condition may result in revocation proceedings of this land use entitlement.

17. **Other City Requirements.** The applicant or successor in interest shall comply with the code requirements of all other City Departments.
18. **Enrollment.** College enrollment of full-time equivalent (FTE) students shall be limited to a maximum of 2,500 students for both Hillside and South Campuses. Student enrollment shall not exceed the maximum permitted under this Master Plan unless a subsequent application is submitted and approved; additional analyses of impacts to traffic and parking may be required. The applicant shall provide annual enrollment figures to the Director of Planning & Community Development one month after the new school year is in session.
19. **Limited Attendance at Hillside Campus.** The maximum attendance at the Hillside Campus shall not exceed 1,275 students at any one time.
20. **Number of Employees.** A maximum of 994 full time equivalent employees (faculty and staff) is allowed between the Hillside and South Campuses. No increase in number of employees permitted under this Master Plan unless a subsequent application is submitted and approved; additional analyses of impacts to traffic and parking may be required. The applicant shall provide employment figures to the Planning & Community Development Director one month after the school year is in session.
21. **Hours of Operation at Hillside Campus.** Regularly scheduled classes and special events shall not be held beyond 10:00 p.m. at Hillside Campus.
22. **Uses.**
 - a. **Hillside Campus.** Allowed land uses at the Hillside Campus are College, Traditional Setting (primary) and Maintenance, and Service Facilities (ancillary). Ancillary uses shall be limited to accessory facilities to the College to support its operation.
 - b. **South Campus.** Allowed land uses at the South Campus are College, Traditional Setting and Dormitories (primary), and Retail, Restaurants, Restaurant Fast Food, Restaurant, and/or Formula Fast Food Restaurant, Conference Centers, and Maintenance and Service Facilities (ancillary). Ancillary uses shall be limited to accessory facilities to the College to support its operation.
23. **Compressed Natural Gas Facility.**
 - a. **Hillside Campus.** A compressed natural gas facility shall not be permitted at the Hillside Campus.

- b. **South Campus.** A compressed natural gas facility may be located at the South Campus.
- 24. **Digital Gallery.** As currently prohibited by the Zoning Code, the digital gallery or outdoor electronic display/sign that is similar to image displays shown on the submitted plans is not a part of the approved Master Plan. If, in the future the Zoning Code is amended to allow such displays within the City, the applicant may obtain future related entitlements as required by the Zoning Code at that time.
- 25. **Setbacks.**
 - a. **Hillside Campus.** The South Building at the Hillside Campus shall have setbacks consistent with the implementation of the Biological Resources, Mitigation Measures C-1 through C-11, of the EIR.
 - b. **South Campus.** Street setbacks shall be in a range of 0 feet to 15 feet and consistent with approved plans. Recessed pedestrian entries and/or landscaped areas may be allowed subject to approval of the design review. No setback is required for the rear and interior side yards, except that setbacks from the Gold Line shall comply with the Metro's Adjacent Construction Design Manual and shall obtain Metro's approval prior to the issuance of the building permit.
- 26. **Height.**
 - a. **Hillside Campus.** The maximum height of the buildings at the Hillside Campus shall be: Ellwood Building: 21 feet; Sinclair Building: 24 feet; South Building: 35 feet; and photovoltaic Canopy Structures: 20 feet.
 - b. **South Campus.** The maximum height of the buildings at the South Campus shall be: 1101 Building: 100 feet; 1111 Building: 96 feet; 870 Building: 29 feet; 888 Building: 100 feet; 950 Building: 56 feet; and 988 Building: 100 feet.
- 27. **Gross Floor Area.**
 - a. **Hillside Campus.** The total gross floor area of the following buildings at build-out shall not exceed: Sinclair Building: 3,500 square feet; and South Building: 19,720 square feet. No new square footage is permitted for the Ellwood Building under this Master Plan.
 - b. **South Campus.** The total gross floor area of the existing and new buildings at build out shall not exceed 763,000 square feet at the South Campus.
- 28. **Student Housing – Locations.**

- a. **Hillside Campus.** No student housing shall be provided at the Hillside Campus.
 - b. **South Campus.** The student dormitories within the buildings at the South Campus shall be generally located as shown on the site plan and floor plans in Attachment I.
29. **Student Housing – Number of Units/Beds – South Campus.** The maximum number of dormitory units and number of beds under Scenario 1 (888 Building to provide all academic programs) shall be 230 units/850 beds, and under Scenario 2 (888 Building to provide both academic and student housing) shall be 380 units/1,500 beds.
 30. **Student Housing – Availability – South Campus.** The dormitories shall be available exclusively to students of the ArtCenter, except for up to 10 units may be occupied by the visiting faculty and/or staff of ArtCenter.
 31. **Student Housing – Conversion – South Campus.** Any student housing on the site shall not be converted to multi-family dwelling, boarding houses, supportive housing, transitional housing, single-room occupancy, or any other type of residential uses, and/or any of which are offered for rent or lease to the general public, unless in compliance with the Inclusionary Housing requirements of the Zoning Code (Chapter 17.42) and other municipal code requirements applicable to such residential units at that time. In case of such an event, the applicant shall comply with and fulfill all the requirements prior to conversion.
 32. **Student Housing – Covenant Required – South Campus.** A recorded covenant and agreement shall be submitted to the Planning & Community Development Director to ensure that Inclusionary Housing requirements will be in effect in the event that the use of the student housing changes to housing that is available to the public at-large.
 33. **Open Space – Size – South Campus.** The Project shall provide open space at multiple locations within the South Campus. The minimum percentage of total open space per the lot area of the South Campus shall be 33 percent at full build-out. The minimum area of the contiguous open space shall be 25,000 square feet and in substantial conformance with the approved plans at full build-out.
 34. **Open Space – Planting Area – South Campus.** Parking stalls and drive aisles shall not be counted as open space. At full build-out, a minimum of 40 percent of the open space shall be permanently planted with live plants.
 35. **Open Space – Public Access – South Campus.** The applicant shall make all or a portion of the open space provided at the South Campus accessible to the general public free of charge. At full build-out, a minimum of 50 percent of the total open space shall be publicly accessible, and a minimum of 70 percent of the Main Quad

shall be publicly accessible. The general open-to-public hours shall be from 8:00 a.m. to 8:00 p.m., daily; however, the hours may be modified by ArtCenter based on academic and event schedule at the site. The hours shall be posted at discernable locations on the site.

36. **Building Façade Facing Open Space – South Campus.** Clear, untinted glass windows and/doors shall occupy, at full build-out, a minimum of 30 percent of the width of the building facade facing the Main Quad and North Quad, between quad level and 12 feet above the quad level. After installation, clear glass materials shall not later be treated to become opaque or to be blocked so as to prevent visibility of the interior from the quad area.
37. **Number of Parking Spaces.**
 - a. **Hillside Campus.** A minimum of 588 parking spaces shall be provided at the Hillside Campus, at full build-out.
 - b. **South Campus.** A minimum of 850 parking spaces shall be provided at the South Campus, at full build-out.
38. **Parking Spaces – Review Required.** Prior to the issuance of a building permit for the construction of each building (1101 Building, 988 Building, and 888 Building), the applicant shall submit an updated parking demand study to the Director of Planning & Community Development in order to determine the parking demands at those respective times for the future and subsequent development, and to ensure no parking intrusion into surrounding neighborhoods. If demand exceeds supply, the excess demand shall be accommodated on the campus.
39. **Tandem Parking Spaces – South Campus.** A maximum of 30 percent of the total off-street parking spaces provided at the South Campus may be designed as tandem parking.
40. **Bicycle Parking.**
 - a. **Hillside Campus.** A minimum of 25 bicycle parking spaces shall be provided at the Hillside Campus, at full build-out.
 - b. **South Campus.** A minimum of 100 bicycle parking spaces shall be provided at the South Campus, at full build-out.
41. **Loading.** Loading shall be provided as required by Sec. 17.46.320 of the Zoning Code.
42. **Construction Parking.** Construction parking shall be provided at designated locations within 500 feet of the South Campus and/or within the Hillside Campus.

No construction parking shall be permitted on residential streets. Construction parking plan shall be included in the approved construction staging plan.

43. **Campus Shuttles.** Upon completion of Phase 1 of the Master Plan, the Project shall increase the number of shuttles that run between both campuses to up to six shuttles. The shuttles shall run during the same hours of operation as existing (i.e., from approximately 7:00 a.m. to 11:00 p.m., Monday through Friday and from approximately 7:00 a.m. to 4:30 p.m. on weekends) with a frequency of approximately every 20 to 25 minutes. The service frequency shall be increased to every 10 to 12 minutes, as needed, to continue to meet demand. The applicant shall provide a shuttle schedule to the Director of Planning & Community Development in the beginning of each new school year.
44. **Annual Calendar of Events.** Prior to the beginning of each school year and at least biannually thereafter, ArtCenter shall provide an annual calendar of school and after-school events and performances to be held on each campus to the Director of Planning & Community Development. Said calendar shall be made accessible to the public through the school's website. The calendar shall include school events as well as third-party events and shall be updated periodically.
45. **Third Party Uses.** The use of the Hillside or South Campuses by third-party users or operators shall be subject to the same conditions of approval as ArtCenter, unless otherwise described herein.
46. **Third Party Event Monitor.** A minimum of one ArtCenter employee shall be present on site during all third-party uses to ensure that third-party uses adhere to the conditions of approval of this Master Plan; said monitor's contact information shall be made available in the Calendar of Events (Condition #44) accessible on the school's website.
47. **Secure Facilities.** ArtCenter shall be responsible for securing and monitoring all activities, including public- and third-party-related activities, for both Hillside and South Campuses at all time.
48. **Parking Information.** For all special events with more than 200 attendees, including ArtCenter events and third party uses, off-street event parking shall be provided.
49. **Parking Monitor.** For all special events with more than 200 attendees, a parking monitor shall be present at the entrance of parking lots (South Campus) or on the intersection of Lida Street and MacMinn Drive (Hillside Campus) to guide attendees to designated parking areas and to discourage attendees from parking on residential streets.

II. DEPARTMENT OF TRANSPORTATION CONDITIONS

50. DOT recommends a 40-foot flat area at 2% grade or less beyond the property line for driveways leading to a subterranean garage.
51. DOT recommends a 24' wide driveway for two-way operations.
52. The driveway leading to the underground parking at 988 South Raymond Avenue shall operate as a right-in/right-out driveway. This driveway shall be located a minimum 100' north of Glenarm Street.
53. Prior to the start of construction or the issuance of any permits requiring lane closures, the applicant shall submit a Construction Staging & Traffic Management Plan to the Department of Public Works for review and approval. This plan shall show the impact of the various construction stages on the public right-of-way including street occupations, closures, detours, staging areas, and routes of construction vehicles entering and exiting the construction site.
54. Pursuant to the adopted Street Design Guidelines, the applicant shall reconstruct the northeast curb of the Raymond Avenue at Glenarm Street intersection with a 15' curb radius and ADA compliant ramp per Public Works standards. Additional striping, signal work, and/or poles/utility relocations might be necessary.
55. The City will not issue permanent, on-street, overnight parking permits to the future residents of this project. Future residents shall be advised of the unavailability of permanent, on-street, overnight parking permits.
56. Project's loading/unloading for both residential and commercial components shall be on-site. DOT will not install a new loading zone for project use along the public right-of-way.
57. All existing bus zones shall be maintained. Tree wells, street lights, fire hydrants and other items may not be placed in the public right of way within bus zone(s) without prior approval from the Department of Transportation. Adjacent property environment shall not interfere with bus operations (this includes, but is not limited to, building overhangs, awnings, landscaping, etc.).

If proposed, contact the Pasadena Transit Division for any bus zone relocations or installations.

58. Close proximity to the Metro Gold Line Station warrants additional pedestrian and bicycle improvements for safety and to encourage use of transit by the students and faculty. The project shall:
 - a. Provide a minimum 12' sidewalk, by dedication or sidewalk easement, along the project frontage on the east side of Raymond Avenue except along existing building frontages.

- b. Dedicate 4.75' right-of-way along the project's frontage on the north side of Glenarm Street between Raymond Avenue to the Metro right-of-way.
- c. Upgrade video detection cameras at two intersections:
 - i. Raymond Avenue/Glenarm Street, and
 - ii. Fair Oaks Avenue/Glenarm Street

The applicant may pay \$70,000 to DOT prior to the first permit for construction in lieu of installation to satisfy this condition.

- d. Install CCTV on Raymond Ave/Glenarm St to monitor pedestrian circulation and interaction with the Metro Gold Line.

The applicant may pay \$35,000 to DOT prior to the first permit for construction in lieu of installation to satisfy this condition.

- e. Install bike "sharrows" pavement markings on Raymond Ave from California Blvd to Glenarm St.

The applicant may pay \$1,000 to DOT prior to the first permit for construction in lieu of installation to satisfy this condition.

59. The project shall provide adequate sight visibility for any building along Glenarm Street adjacent to the Metro Gold Line at-grade crossing. The visibility triangle shall meet Metro's requirements based on Metro Rail's operating speed along the Metro Gold Line tracks near Glenarm Street.

III. PUBLIC WORKS CONDITIONS

The following Public Works conditions shall be satisfied consistent with the phased build out of the Master Plan. Unless otherwise specifically set forth herein, the South Campus shall be divided into the following three subareas for the purpose of completing the Public Works improvements:

- "Raymond North Frontage": All public works improvements located along Raymond Avenue and adjacent to the proposed 888 S Raymond Ave Building (the "888 Building") and the existing 870 S Raymond Ave Building. Unless otherwise specifically set forth herein, all improvements required by these conditions located within the Raymond North Frontage shall be completed prior to the issuance of the final Certificate of Occupancy for the 888 Building (the "888 CofO").
- "Raymond South Frontage": All public works improvements located along Raymond Avenue and Glenarm Street located directly south of the Raymond North Frontage and adjacent to the proposed 988 S Raymond Ave Building (the "988 Building") and the existing 950 S Raymond Ave

Building. Unless otherwise specifically set forth herein, all improvements required by these conditions located within the Raymond South Frontage shall be completed prior to the issuance of the final Certificate of Occupancy for the 988 Building (the "988 CofO").

- "Arroyo Parkway Frontage": All public works improvements located along Arroyo Parkway and adjacent to the proposed 1101 S Arroyo Pkwy Building (the "1101 Building") and the existing 1111 S Arroyo Pkwy Building. Unless otherwise specifically set forth herein, all improvements required by these conditions located within the Arroyo Parkway Frontage shall be completed prior to the issuance of the final Certificate of Occupancy for the 1101 Building (the "1101 CofO").

The precise location of the Raymond North Frontage, the Raymond South Frontage and the Arroyo Parkway Frontage shall be shown on the Public Works improvement plans that are required to be submitted to and approved by the Department of Public Works prior to the issuance of building permits for the Public Works improvements. The issuance of a building permit for interior improvements and renovations shall not require satisfaction of these conditions prior to the issuance of such permit(s). All construction within the public right of way requires a separate Public Works Permit with inspection.

60. No private improvements may be placed within the public right-of-way, including, but not limited to, soldier beams, tie-backs, utility conduits, backflow preventers, transformers, fire sprinkler valve, decorative sidewalk and applicable parade post holes on Colorado Boulevard per Standard Drawing S-419, or elective decorative crosswalks subject to the approval of the City. Private improvements may only be placed in the public right-of-way by submitting a license agreement, which must be approved by the City. The license agreement application for any private improvement within the public right-of-way shall be submitted to the Department of Public Works for review and shall be approved by the City before any permits are granted. The applicant shall submit the application, plan and processing fee/deposit, associated with processing the license agreement, at least three to four (3-4) months prior to the issuance of the applicable building permits. An approved license agreement will allow the applicant to install and maintain the private improvements within the public right-of-way with conditions.

A license agreement for shoring requires an indemnity bond in order to guarantee that shoring and tie-backs are free from defect due to faulty material, workmanship and failure. Upon review of the license agreement exhibits, an indemnity bond estimate will be prepared and forwarded to the applicant. The estimated amount is equivalent to the cost of reconstructing the public right of way, including all affected utilities, public facilities, and infrastructures, based on the plane of failure at a 45-degree angle from the lowest point of excavation. The indemnity bond shall be submitted to the City prior to the execution of the agreement and the issuance of any building or demolition permits.

All steel rods in every tie-back unit shall be relieved of all tension and stresses, and any portion of soldier beams and any portion of the tie-backs located be removed entirely from the public right-of-way. A monthly monitoring report stamped and certified by a licensed surveyor shall be submitted to indicate that the deflection from any piles or soldier beams does not exceed one inch. Upon completion of construction, the developer or his contractor shall remove all tie-back rods within the public right-of-way. The removal shall be documented by a report certified by a licensed deputy inspector. The report shall be submitted to the City for review and approval. The applicant will be charged a penalty of \$7,000 for each tie-back rod not removed from the public right-of-way. For temporary tie-backs or shoring, the maximum width of the license area fronting the development frontage(s) shall only extend to the centerline of the public right-of-way.

61. In order to provide for an American with Disabilities Act (ADA) compliant ramp, the applicant shall:
 - a. Prior to the issuance of the 1101 CofO, reconstruct the southeast, northeast and northwest corners of Glenarm Street and Arroyo Parkway intersection with ADA compliant 15-foot curb return radius directional ramps per Caltrans Standard A88A. Additional striping, signal work, and/or poles/utility relocations might be necessary.
 - b. Prior to the issuance of the 988 CofO, reconstruct the southwest and northwest corners of Glenarm Street and Raymond Avenue intersection with ADA compliant 15-foot curb return radius directional ramps per Caltrans Standard A88A. Additional striping, signal work, and/or poles/utility relocations might be necessary.

The curb ramps construction shall be completed prior to the issuance of Certificate of Occupancy. A separate permit from the Department of Public Works is required for all construction in the public right-of-way. Please contact 626-744-4195 for the general process.

The applicant may submit to the City for review any proposed designs that will comply with the ADA requirements. The applicant is responsible for the design, preparation of plans and specifications, and construction of the new curb ramp. Plans for the curb return improvements shall be prepared by a civil engineer, registered in the State of California. Upon submittal of improvement plans to the Departments of Public Works for review, the applicant will be required to place a deposit with the Department of Public Works to cover the cost of plan checking. The amount of deposit will be based on the current City's General Fee Schedule. Note that the building plans approved by the City's Planning (Building) Department do not constitute approvals for work in the public right-of-way. Separate plans shall be submitted to the Department of Public Works – Engineering Division – at 175 North Garfield Avenue Window 6. The applicant shall submit the curb return

improvement plans and the plan check deposit at least two (2) months prior to the issuance of the corresponding building or demolition permits.

Upon review of the curb ramp improvement plans, the applicant may need to dedicate to the City for street purposes the land necessary, if feasible, at the property line corner rounding (per Standard Plan No. S-423) to provide for the minimum clearance required by the Americans with Disabilities Act standards. If so, the applicant shall remove and reconstruct the sidewalk for the dedicated area, per Standard Plan No. S-421. The applicant shall be responsible for all the cost required to complete the dedication, if it is required. The dedication document and processing fee shall be submitted to this office prior to issuance of the corresponding permits. The dedication document shall be executed and recorded prior to the commencement of any construction work required by this condition.

62. Per the Department of Transportation (DOT) Analysis – Condition of Approval letter, the following conditions are required:
- a. DOT recommends a 40-foot flat area at 2% grade or less beyond the property line for driveways leading to a subterranean garage.
 - b. Pursuant to the adopted Street Design Guidelines, the applicant shall reconstruct the northeast curb of Raymond Avenue at Glenarm Street intersection with a 15-foot curb return radius and ADA compliant ramp per Public Works Standards and/or Caltrans Standard A88A. Additional striping, signal work, and/or poles/utility relocations might be necessary. This condition shall be fulfilled by the applicant prior to the issuance of the 988 CofO.
 - c. Close proximity to the Metro Gold Line Station warrants additional pedestrian and bicycle improvements for safety and to encourage use of transit by the students and faculty. The project shall:
 - i. Provide a minimum of 12 feet sidewalk, by dedication or sidewalk easement, along the project frontage on the east side of Raymond Avenue except along existing building frontages. This condition shall be fulfilled by the applicant prior to the issuance of the 888 CofO or the 988 CofO, whichever is first.
 - ii. Dedicate 4.75 feet of right-of-way along the project's frontage on the north side of Glenarm Street between Raymond Avenue to the Metro right-of-way. This condition shall be fulfilled by the applicant prior to the issuance of the 988 CofO.
 - iii. Prior to the issuance of the 988 CofO, upgrade video detection cameras at two intersections:

- Raymond Avenue/Glenarm Street, and
- Fair Oaks Avenue/Glenarm Street

In lieu of such upgrade, the applicant shall be permitted to satisfy this condition by making a one-time fixed fee payment in the sum of Seventy Thousand Dollars (\$70,000) to DOT prior to the issuance of the 988 CofO for the purpose of upgrading the video detection cameras described above.

- iv. Prior to the issuance of the 988 CofO, install CCTV on Raymond Avenue/Glenarm Street to monitor pedestrian circulation and interaction with the Metro Gold Line. In lieu of installing the CCTV, the applicant shall be permitted to satisfy this condition by making a one-time fixed fee payment in the sum of Thirty-Five Thousand Dollars (\$35,000) to DOT prior to the issuance of the 988 CofO for the purpose of installing the CCTV described above.
 - v. Promptly following the street repaving of Raymond Avenue as required by these conditions, install bike "sharrows" on Raymond Avenue from California Boulevard to Glenarm Street. In lieu of installing the bike sharrows, the applicant shall be permitted to satisfy this condition by making a one-time fixed fee payment in the sum of One Thousand Dollars (\$1,000) to DOT prior to the issuance of the 988 CofO for the purpose of installing the bike sharrows described above.
63. The applicant shall be responsible for all the costs required to complete any necessary dedications/easements. The dedication/easement documents and processing fee/deposit shall be submitted to this office, at least three to four (3-4) months prior to the issuance of any permits for new construction. The dedication/easement documents shall be executed and recorded prior to the issuance of the corresponding Certificate of Occupancy.
64. Review and approval from MTA shall be required for the proposed construction that affects the MTA right-of-way.

Metro contact information:

Aspet Davidian, AIA
 LA Metro
 Senior Director/Architecture
 Major Capital Project Engineering
 213.922.5258 W 213.210.7452 C
 DAVIDIANA@metro.net

65. The applicant shall demolish existing and construct all new public improvements along the subject development frontage of Raymond Avenue (sidewalk special stamp specifications required) and Arroyo Parkway, including concrete sidewalk per Standard Plan S-421; concrete curb and gutter per Standard Plan S-406. All public improvements within the Raymond North Frontage shall be completed prior to the issuance of the 888 CofO; all public improvements within the Raymond South Frontage shall be completed prior to the issuance of the 988 CofO; and all public improvements within the Arroyo Parkway Frontage shall be completed prior to the issuance of the 1101 CofO.
66. Street restoration, fronting the subject development as defined by property lines, on Arroyo Parkway, shall be a half width (from gutter to center median island) concrete roadway with a minimal structural section of 6-inch concrete over 4-inch aggregate base, or to the satisfaction of the City Engineer. Restoration of asphalt concrete pavement shall be per Standard Plans S-417 and S-422 (with rubberized asphalt concrete in kind along both frontages) and to the satisfaction of the City Engineer. This condition shall be fulfilled by the applicant prior to the issuance of the 1101 CofO.
67. Street restoration, fronting the subject development as defined by property lines, on Raymond Avenue, shall be a full width (from gutter to gutter) cold milling and resurfacing of 1.5 inches depth rubberized asphalt concrete roadway. Restoration of rubberized asphalt concrete pavement shall be per Standard Plan S-416 and to the satisfaction of the City Engineer. Traffic channelization shall be restored per the Department of Transportation requirements and approval. This condition shall be fulfilled by the applicant prior to the issuance of the 888 CofO or the 988 CofO, whichever is later.
68. Each building of the proposed development shall connect to the public sewer mainline with one or more new six-inch diameter sewer lateral laid at a minimum slope of two percent. In accordance with PMC Chapter 13.24.010, house sewer (lateral) "means that part of the horizontal piping beginning 24 inches from the exterior wall of the building or structure and extending to its connection with the public sewer." The section of house sewers within the public right-of-way - from the property line to the public sewer, or within easement, shall be vitrified clay or cast iron pipe. The house sewer shall meet City Standards as determined by the Department of Public Works, and a permit issued by the Department of Public Works is required for work within the public right-of-way. The construction of all new house sewers shall be completed prior to the issuance of corresponding Certificates of Occupancy for each building connecting to the public sewer mainline.
69. As part of applicants' obligation to construct new sidewalks, the applicant shall also remove any unused drive approach and construct standard concrete curb, gutter and sidewalk.

70. The proposed drive approach shall be constructed in accordance with Standard Drawing No. S-403. All drive approaches shall be at least seven (7) feet clear of existing trees. If the proposed drive approach is in conflict with an existing City tree, the City tree removals are subject to the approval of the Urban Forestry Advisory Committee (UFAC).
71. There is an existing easement, for storm drain purposes, within private properties between Arroyo Parkway and Raymond Avenue. The drainage system, within the easement, is owned and maintained by the Los Angeles County Department of Public Works (LACDPW). If the development proposes to add new connections, to modify any facilities, or construct any structures, plans shall be submitted to LACDPW for review and approval. Permits for construction shall be obtained from both LACDPW and Pasadena Department of Public Works.

The applicant shall show the storm drain easement and facilities on the construction plans. No permanent structures shall be constructed within the easement area.

72. On-site drainage, such as roof drain, area drain and subterranean garage discharge, shall be contained on-site per LA County Regional Water Quality Control Board's current permit.

The applicant shall provide storm water drainage plans and obtain approval from the Planning Department and the Department of Public Works prior to issuance of a grading or building permit for this site.

73. There are five (5) existing Cork Oak, *Quercus suber* trees pending for removal based on their condition and one (1) street tree vacancy. Subject to Parks and Natural Resources Division and Urban Forestry Advisory Committee (UFAC) approvals, the applicant shall replace and plant, the officially designated street trees per the City's approved Master Street Tree Plan, a maximum of six (6) Cork Oak, *Quercus suber* trees along the Raymond Avenue frontage and install and maintain an irrigation system for the trees, at the following locations:

- One (1) in front of 870 Raymond Avenue
- Two (2) in front of 888 Raymond Avenue
- Two (2) in front of 988 Raymond Avenue
- One (1) street tree vacancy in front of 888 Raymond Avenue

Trees planted by the applicant must meet the City's tree stock standards, be inspected by the City, and be planted according to the details provided by the Parks and Natural Resources (PNR) Division. Planting shall include the installation of the following per tree: no less than two tree stakes; one arbor guard; and the

use of slow-release fertilizer tablets. The applicant shall contact PNR (626-744-3880) for tree planting approval, a minimum of two (2) months, prior to the issuance of a Certificate of Occupancy.

Trees planted by the applicant must be irrigated by either an existing or a new irrigation system constructed by the applicant. Plans for the irrigation system shall be prepared by a landscape architect registered in the State of California and submitted to PNR for review and approval. Irrigation facilities (main line, valve, pull box, timer, etc.) must be constructed within private property with the exception of the laterals and bubblers. The lateral shall be a minimum of 18" deep, and no above-ground structures are allowed.

All trees to be planted within the Raymond North Frontage shall be planted prior to the issuance of the 888 CofO; all trees to be planted within the Raymond South Frontage shall be planted prior to the issuance of the 988 CofO; and all trees to be planted within the Arroyo Parkway Frontage shall be planted prior to the issuance of the 1101 CofO;

74. Prior to issuance of the corresponding Certificate of Occupancy (i.e., the 888 CofO, 988 CofO or 1101 CofO), the applicant shall submit a Tree Guarantee Deposit equal to the cost of all new trees planted to guarantee that newly planted trees are maintained by the applicant for a minimum of three calendar years. Tree maintenance during this period shall include the following: watering no less than once a week; weed removal; reconstruction of tree wells as needed; re-staking as needed; adjustment to grade of any trees that settle; and any other operations needed to assure normal tree growth. The applicant shall replace any newly planted trees which, for any reason, die or whose health is compromised, within the applicant's three-year establishment period. The three-year tree establishment period shall commence on the day that the Certificate of Occupancy is issued. PNR shall inspect all trees planted by the applicant at the end of the three-year establishment period, and if the trees are found to be in good health, the applicant's deposit will be released. If the trees are found to be in poor health, the establishment period may be extended by PNR and the applicant's deposit shall be held accordingly. Said deposit may be included as part of the construction guarantee if applicable, and is subject to partial refund or additional billing.
75. Prior to the City's issuance of a building permit authorizing construction activities within the Raymond North Frontage, Raymond South Frontage or the Arroyo Parkway Frontage, as applicable, a Tree Protection Zone (TPZ) shall be established for all existing City trees within the scope of a construction project. The TPZ extends from the base of the tree to four (4) radial feet beyond the dripline of a tree and applies to the entirety of the tree - from the roots to the canopy of the tree.

The applicant is prohibited from the following within a designated TPZ: construction vehicle access, construction vehicle operation, staging of materials, and trenching without the consent of the Department of Public Works.

The applicant shall at minimum provide the following within a designated TPZ: mulching, irrigation, and protective fencing.

76. Prior to the City's issuance of a building permit authorizing construction activities within the Raymond North Frontage, Raymond South Frontage or the Arroyo Parkway Frontage, as applicable, the applicant shall submit a Preliminary Tree Protection Plan with respect to the trees within such applicable frontage, prepared by a Landscape Architect or certified Arborist, showing the TPZ and all structures, footings, and grading that may impact City trees shall be submitted to the Department of Public Works, for review and approval. Given that each construction project poses unique conditions, it is the responsibility of the applicant to develop a Tree Protection Plan based off the TPZ standards to the extent feasible. The Plan shall conform to the Tree Protection Standards which specifically require showing the locations of all existing trees, their diameters, canopies, whether the tree is a public tree or private tree, as well as any trees to be planted with their canopy at mature size. The final conditions of the Tree Protection Plan shall be approved by the Forestry Superintendent. A sundry deposit may be required for staff time to review the preliminary plans.
77. Prior to any construction, tree protections including the installation of fencing to protect public trees must be in place. The fencing material shall be chain-link attached to posts inserted into the ground at the edge of the dripline and shall be a minimum of 4' in height. See Standard Plan S-642 - Tree Protection Chain Link Fencing. Fencing shall maintain visual lines of sight in order to avoid vehicle and pedestrian hazards. Fencing shall include a minimum 8.5" x 11" warning sign with the following information: 'Tree Protection Zone'; name and contact information of project owner or authorized representative; 'Please contact the City of Pasadena Citizen Service Center to report any concerns (626) 744-7311'. All protective fencing must be inspected and approved by Public Works prior to the commencement of any construction.
78. All new drive approaches shall be at least seven (7) feet clear of the existing street trees measured from the edge of the trunk closest to the drive approach. All public trees shall be protected and fenced with a posting on the fences advising of the tree protection.
79. Prior to the City's issuance of a building permit authorizing construction activities within the Raymond North Frontage, Raymond South Frontage or the Arroyo Parkway Frontage, as applicable, and prior to the issuance of the 888 CofO, 988 CofO or 1101 CofO, as applicable, the applicant shall submit a valuation assessment report of the existing public tree(s) within the applicable street frontage. The report shall be prepared by a registered Arborist and submitted to

PNR for review and approval. If it is determined that the applicant has failed to care for any City tree within their Tree Protection Plan, and the health of the tree(s) was critically compromised requiring its removal, the applicant shall be liable for the following costs: assessed value of tree determined by a PNR Arborist using a current ISA assessment methodology; the removal cost determined by PNR; and any applicable infraction or administrative fines determined by Code Compliance.

80. Prior to the City's issuance of a building permit authorizing construction activities within the Raymond North Frontage, Raymond South Frontage or the Arroyo Parkway Frontage, as applicable, a sundry deposit in the amount of the applicant's total liabilities with respect to those trees located within the applicable frontage based on the aforementioned approved report shall be submitted to the City. The sundry deposit is fully refundable, less administrative fees, upon the satisfaction of Public Works.
81. The existing street lighting fronting the subject site is substandard. In order to improve pedestrian and traffic safety, the applicant shall replace/renovate the existing street lighting with LED lights, per the City requirements and current standards. The street lighting within the Raymond North Frontage shall be replaced/renovated with LED lights prior to the issuance of the 888 CofO; the street lighting within the Raymond South Frontage shall be replaced/renovated with LED lights prior to the issuance of the 988 CofO; and the street lighting within the Arroyo parkway Frontage shall be replaced/renovated with LED lights prior to the issuance of the 1101 CofO;
82. The applicant shall restore and re-paint all existing metal street light poles, traffic signal poles and traffic signal controller cabinet(s), along the frontages of the subject property in a manner acceptable to the Department of Public Works. The cost of the street light pole and traffic signal pole/equipment restoration and painting is the applicant's responsibility. The street light poles within the Raymond North Frontage shall be repainted prior to the issuance of the 888 CofO; the street light poles within the Raymond South Frontage shall be repainted prior to the issuance of the 988 CofO; and the street light poles within the Arroyo Parkway Frontage shall be repainted prior to the issuance of the 1101 CofO;
83. If the existing street lighting system within the Raymond North Frontage, Raymond South Frontage and/or Arroyo Parkway Frontage, as applicable, is in conflict with the proposed development/driveway within such applicable frontage, it is the responsibility of the applicant to relocate the affected street lights, including new LED lights, conduit(s), conductors, electrical services, pull boxes and miscellaneous appurtenant work in a manner that complies with the requirements and receives the approval of the Department of Public Works.
84. The applicant is responsible for the design, preparation of plans and specifications, and construction of all required public improvements. Plans for the above improvements shall be prepared by a civil engineer, registered in the State of

California. Upon submittal of improvement plans to the Departments of Public Works for review, the applicant will be required to place a deposit with the department to cover the cost of plan checking and construction inspection of the improvements. The amount of deposit will be determined when the plans are submitted and will be based upon the estimated cost to the department for the work. Note that building plans approved by the City's Planning (Building) Department do not constitute approvals for work in the public right-of-way. Independent plans shall be submitted to the Department of Public Works - Engineering Division - at 175 North Garfield Avenue. At least one month prior to issuance of any building permit authorizing the commencement of any heavy construction activity for a new building adjacent to the Raymond North Frontage, Raymond South Frontage or the Arroyo Parkway Frontage, as applicable, the applicant shall submit a comprehensive set of drawings showing all of the Public Works improvements within the applicable frontage required by these conditions to the Department of Public Works for review and approval. At the applicant's option, the applicant shall be permitted to submit two separate sets of plans for review and approval by the Department of Public Works. One set of plans must show the required public improvements within the Raymond North Frontage and the Raymond South Frontage and clearly delineate the boundaries of each frontage; and the second set of plans shall show the required public improvements within the Arroyo Parkway Frontage. Concurrently with its submittal of said plans, the applicant shall deposit with the Department of Public Works a review fee based on the current General Fee Schedule. Prior to constructing any of the Public Works improvements, the City Engineer shall approve the improvement plans.

85. Past experience has indicated that projects such as this tend to damage the abutting street improvements with the heavy equipment and truck traffic that is necessary during construction. Additionally, the City has had difficulty in requiring developers to maintain a clean and safe site during the construction phase of development. Accordingly, the applicant shall place a \$20,000 deposit with the Department of Public Works prior to issuance of the first grading permit for new construction on the South Campus. This deposit is subject to refund or additional billing, and is a guarantee that the applicant will keep the site clean and safe, and will make permanent repairs to the abutting street improvements that are damaged, including striping, slurry seal/resurfacing, curb, gutter, and sidewalk, either directly or indirectly, by the construction on this site. The deposit may be used for any charges resulting from damage to street trees. A nominal processing fee will be charged against the deposit.
86. Prior to the start of construction or the issuance of the corresponding permits, the applicant shall submit a Construction Staging and Traffic Management Plan to the Department of Public Works for review and approval. The template for the Construction Staging and Traffic Management Plan can be obtained from the Department of Public Works webpage at:
http://www.ci.pasadena.ca.us/PublicWorks/Engineering_Division/. A non-refundable flat fee, based on the General Fee Schedule, is required for plan review

and on-going monitoring during construction. This plan shall show the impact of the various construction stages on the public right-of-way including all street occupations, lane closures, detours, staging areas, and routes of construction vehicles entering and exiting the construction site. An occupancy permit shall be obtained from the department for the occupation of any traffic lane, parking lane, parkway, or any other public right-of-way. All lane closures shall be done in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and California Supplement. If the public right-of-way occupation requires a diagram that is not a part of the MUTCD or California Supplement, a separate traffic control plan must be submitted as part of the Construction Staging and Traffic Management Plan to the department for review and approval. No construction staging, material storage, or trailer in the public right-of-way.

In addition, prior to the start of construction or issuance of any permits, the applicant shall conduct a field meeting with an inspector from the Department of Public Works for review and approval of construction staging, parking, delivery and storage of materials, final sign-off procedure, and any of the specifics that will affect the public right-of-way. An appointment can be arranged by calling 626-744-4195.

87. In preparation for the New Year Rose Parade and Rose Bowl Game, the Department of Public Works will suspend all works within the public right-of-way during the holiday season in accordance to PMC 12.24.100 and City Policy.

In general, all public streets, sidewalks and parkways shall be free and clear of excavations and other construction related activities during the period of November through January of the following year. Specific dates will vary on an annual basis. Accordingly, contractors will be required to shut down construction operations which would impede traffic and pedestrian movements during these periods unless otherwise authorized by the City Engineer. Any existing excavations shall be backfilled, compacted and temporarily repaved before the beginning of the moratorium period.

The Holiday Moratorium Map, showing the appropriate shutdown period, and corresponding areas in the City, is available at the Department of Public Works Permit Counter (window #6), 175 N. Garfield Avenue, Pasadena, CA 91109, or at the following link: http://cityofpasadena.net/PublicWorks/Engineering_Division/.

88. In addition to the above conditions, the requirements of the following ordinances may apply to the proposed project:

- Sewer Facility Charge - Chapter 4.53 of the PMC

The ordinance provides for the sewer facility charge to ensure that new development within the city limits pays its estimated cost for capacity upgrades to the city sewer system, and to ensure financial solvency as the city implements the operational and maintenance practices set forth in the city's master sewer plan

generated by additional demand on the system. Based on sewer deficiencies identified in the City's Master Sewer Plan, the applicant may be subject to a Sewer Facility Charge to the City for the project's fair share of the deficiencies. The Sewer Facility Charge is based on the Taxes, Fees and Charges Schedule and will be calculated and collected at the time of Building Permit Issuance.

- Sidewalk Ordinance - Chapter 12.04 of the Pasadena Municipal Code (PMC)
In accordance with Section 12.04.035, entitled "Abandoned Driveways" of the PMC, the applicant shall close any unused drive approach with standard concrete curb, gutter and sidewalk. In addition, the applicant shall repair any existing or newly damaged curb, gutter and sidewalk along the subject frontage prior to the issuance of a Certificate of Occupancy in accordance with Section 12.04.031, entitled "Inspection required for Permit Clearance" of the PMC.

- City Trees and Tree Protection Ordinance - Chapter 8.52 of the PMC
The ordinance provides for the protection of specific types of trees on private property as well as all trees on public property. No street trees in the public right-of-way shall be removed without the support of the Urban Forestry Advisory Committee.

- Stormwater Management and Discharge Control Ordinance – Chapter 8.70 of the PMC

This project is subject to the requirements of the City's Storm Water and Urban Runoff Control Regulation Ordinance which implements the requirements of the Regional Water Quality Control Board's Standard Urban Storm Water Mitigation Plan (SUSMP). Prior to the issuance of any demolition, grading or construction permits for this project, the developer shall submit a detailed plan indicating the method of SUSMP compliance. Information on the SUSMP requirements can be obtained from the Permit Center's webpage at <http://cityofpasadena.net/PermitCenter/>

The resolution of the City Council of the City of Pasadena approving the amended stormwater and urban runoff pollution control regulations and repealing resolution No. 8151, can be found at the following link:

http://ww2.cityofpasadena.net/councilagendas/2015%20Agendas/Aug_17_15/AR%2019%20RESOLUTION%20APPROVING%20AMENDED%20STORMWATER%20&%20URBAN%20RUNOFF%20POLLUTION.pdf

- Residential Impact Fee Ordinance - Chapter 4.17 of the PMC

The ordinance was established to provide funds to mitigate the impact of new residential development on City parks and park and recreational facilities. A copy of the Residential Impact Fee Information Packet is available at the city webpage at: http://www.ci.pasadena.ca.us/PublicWorks/Engineering_Division/

The Residential Impact Fee is based on the current Taxes, Fees and Charges Schedule (http://www.ci.pasadena.ca.us/Finance/Fees_and_Tax_Schedules/) and will be calculated and collected at the time of Building Permit Issuance.

The building plans shall include, preferably on the title sheet, a summary of all living units to capture the number of different units; number of bedrooms in each unit; and types of units (Regular, Workforce housing, Skilled nursing unit, Student housing, Residential care facility for the elderly, Affordable Housing). The definitions on the different types of units are available in the abovementioned Residential Impact Fee Information Packet as well as in the Pasadena Municipal Code.

- Construction and Demolition Waste Ordinance, Chapter 8.62 of the PMC

The applicant shall submit the following plan and form which can be obtained from the Permit Center's webpage at <http://cityofpasadena.net/PublicWorks/> and the Recycling Coordinator, (626) 744-7175, for approval prior to the request for a permit:

- a. C & D Recycling & Waste Assessment Plan – Submit plan prior to issuance of the permit. A list of Construction and Demolition Recyclers is included on the waste management application plan form and it can also be obtained from the Recycling Coordinator.
- b. Summary Report with documentation must be submitted prior to final inspection.

A security performance deposit of three percent of the total valuation of the project or \$30,000, whichever is less, is due prior to permit issuance. For Demolition Only projects, the security deposit is \$1 per square foot or \$30,000, whichever is less. This deposit is fully refundable upon compliance with Chapter 8.62 of the PMC. A non-refundable Administrative Review fee is also due prior to permit issuance and the amount is based upon the type of project.

IV. FIRE DEPARTMENT

89. Emergency Responder Radio Coverage: Every building in all campuses shall have approved radio coverage for emergency responders within the building based upon the existing coverage level of the public safety communication system per California Fire Code Section 510.
90. Minimum Fire Flow/Fire Hydrants: All structures shall have the minimum fire flow (GPM) required by Appendix B Table B 105.1 and the quantity and spacing of fire hydrants as required by Appendix C Table C105.1 of Title 24, California Fire Code. Plans shall be submitted to the Pasadena Fire Department for review and approval prior the review and approval of the building plans. NOTE: A current fire flow report (not older than 6-months), performed by the Pasadena Water Department, shall be provided to the Fire Department when applying for building permits to construct or add to any structures.

91. **Fire Dept. Access:** Fire Department Access shall be provided to within 150-feet of all exterior portions of any structure. All access roads exceeding 150-feet shall be provided with an approved Fire Department Hammerhead or Turnaround. Fire department access shall be constructed of an all-weather surface to support a minimum of 75,000 pounds with a minimum of 20-feet wide and unobstructed height of 13'-6", with No Parking on Either Side. No roadway way shall exceed 10% slope. As permitted by the relevant regulations of the Fire Code, the Fire Department reserves the right to approve alternative means or methods that meet the intent of these access requirements of the Fire Code.
92. **Aerial Fire Apparatus Access Roads:** Building exceeding 30 feet in height above the lowest level of Fire Department Vehicle Access shall comply with requirements of CFC Section D105.1 through D105.3. Building shall have approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
93. **Knox Box:** All access gates across roadways or entrances to facilities shall fail unlocked/open in the event of any loss of power. All access gates and main entrance doors shall have a Knox Box or Knox Control Key Switch installed. Obtain Knox Box Applications from the Pasadena Fire Department Permit Desk.
94. **Automatic Fire Sprinkler System or Standpipe:** An automatic sprinkler system shall be provided throughout building per CBC Section 903.2.1 and PMC amended CFC section 903.
95. Stand pipe system shall comply with the requirements of CBC Section 905.
96. **Fire Department Fire Sprinkler Connections:** Shall be comprised of:
 - FDC shall be located a minimum of 25-feet from the building or surface mounted to 2- hours rated wall with no opening within 10 feet and FDC shall be located within 100 feet of a public hydrant.
 - (2) 2-1/2" CLAPPERED internal swivel outlet X 2-1/2" CLAPPERED internal swivel outlet X 4" FDC
 - 4" CLAPPERED internal swivel outlet X 4" FDC
 - Shall be clearly labeled to indicate FDC for Fire Sprinklers and Standpipes.
 - A CLEAR DIMENSION OF 3- FEET SHALL BE MAINTAINED AROUND THE PERIMETER OF EACH FIRE DEPARTMENT APPLIANCE.
 - All fire appliances except for fire hydrants shall be cleaned, primed, and painted fire engine red enamel or krylon.
97. **Automatic Fire Alarm/Detection System:** All structures 10,000 square feet or any structure required by Title 24, California Building or Fire Codes, shall be provided with a fully automatic and manual fire detection and notification system. Shop

drawings shall be submitted by contractor for review and approval prior to construction. PMC amended CFC Section 907.

98. Emergency Vehicle Traffic Signal Preemption Systems: Traffic signaling systems serving this complex are required to have emergency vehicle signal preemption controls installed. The specific signals requiring this system is to be determined by both Pasadena Fire Department and Pasadena Department of Transportation. The fees for these systems will be determined based on the quantities and types of traffic signals being used and/or being retrofitted for the emergency vehicle controls.
99. The Hillside campus located at High Fire Zone Area, therefor shall comply with the revision of California Building Code Chapter 7A, and California Fire Code Chapter 49.
100. Fuel Modification Landscape: The Hillside project also shall comply with Urban Wild Land Interface Code regarding landscape management within defensible spaces in proximity of all structures.
101. The campus with high-rise buildings shall comply with the following requirements:
 - High- rise building: Occupancies having occupied floors more than 75 feet above the lowest level of Fire Department Vehicle Access shall comply with CBC section 403.2 through 403.6.2 and CFC Section 914.3 through 914.3.8.2.
 - Secondary Water Supply: A secondary on site water supply shall be provided for high- rise building CFC Section 903.3.5.2.
 - Emergency system: The detection, alarm and emergency voice/alarm communication system for high-rise building shall comply with CBC Section 403.4.1 through 403.4.8.
 - Fire Command Center: A fire command center complying with section 911 of CFC shall be provided in a location approved by the fire department.
 - Smoke Control System: High-rise building shall be provided with a passive or active smoke control system or combination thereof in accordance with CFC Section 909.
 - Standby power: A standby power system shall be provided per requirement of CBC Section 403.4.8
 - Means of Egress and Evacuation: The means of egress in high- rise building shall comply with CBC Section 403.5.1 through 403.5.6.
 - Elevator Car: At least one elevator shall be provided for fire department emergency access to all floors. The medical emergency service elevator shall comply with gurney size per CBC Section 3002.4.
 - Exit and exit access to public way: Each building shall comply with requirements of CBC chapter 10 for path of egress travel to public way.

V. BUILDING AND SAFETY DIVISION

102. The project shall comply with the current edition of California Building Code, California Electrical Code, California Plumbing Code, California Mechanical Code, California Energy Code, California Green Building Standard Code. and the City of Pasadena Municipal Code. The governing edition is based on the date in which the project is submitted to the City of Pasadena for review.
103. The applicant shall provide a Building Code Analysis on the title sheet with the submittal of a building permit application. It must include the code(s) information for each building proposed: description of use, occupancy, whether separated or un-separated, number of stories, type of construction, sprinklers, floor area, height, and allowable floor area.
104. Means of Egress (Existing): The plans submitted for a building permit application shall comply with the following.
- Show an exit plan that labels and clearly shows compliance with all required egress features such as, but not limited to, common path of travel, required number of exits, occupant load, required width, continuity, travel distance, etc.
 - Clearly label and identify on plans fire-resistive corridors, exit enclosures, exit passageways, horizontal exits, occupancy separation walls and floors, fire resistive shafts, and fire walls, along with their fire-resistive ratings.
 - Primary accessible path of travel shall include a primary entrance to the building or facility; toilet and bathing facilities serving the area; drinking fountains serving the area; public telephones serving the area, and signs.
105. The plans submitted for a building permit application shall show an accessibility route on plans and clearly shows compliance with all required features such as, but not limited to, ramps, slopes, cross-slopes, turn around spaces, signage, etc.
106. In addition to architectural and structural plans Plumbing, Mechanical, Electrical plans and compliance with Green Code, including commissioning and grading plans, as required, shall be submitted.
107. LID is applicable for this development.
108. Where parking spaces are provided, accessible parking spaces shall be provided in number and kind required per Section 11B-208 Parking Spaces. §11B-208.1
109. Building Occupancy Load. When the total number of students attending classes at the 1111 Building exceeds 500 students at any one time the applicant shall provide evidence to the Director of Planning & Community Development or his designee demonstrating compliance with building code requirements (such as Risk Category III) applicable to such increase in occupancy.

VI. WATER AND POWER DEPARTMENT – POWER DIVISION

110. Hillside Campus: PWP has existing transformer vaults inside the Hillside Campus (V1191 and V9830) each bank with 1000KVA, 17KV- 277/480V on it. Any load additions or changes in electric service from secondary to primary metering, the applicant shall coordinate with PWP-Electric Service Planning prior construction to properly address the school power requirements.
111. South Campus: PWP has existing transformer vaults in the South campus, V9931 (H-888 Raymond) 300KVA, 17KV-277/480V; V8891 (H-8891 Raymond) 1500KVA, 17KV-277/480V; and V9632 (H-1111 S Arroyo Parkway) 1500KVA, 17KV-277/480V. New load requirements, consolidation or removal of loads shall be coordinated with PWP-ESP prior to removal or construction.

VII. WATER AND POWER DEPARTMENT – WATER DIVISION

112. Fire Flow and Fire Hydrants: The Pasadena Fire Department (PFD) has jurisdiction and establishes the requirements for fire protection within the City of Pasadena. PFD must be consulted in this regard. Any cost incidental to providing adequate fire protection for the project must be paid for by the owner/developer.

VIII. CALIFORNIA ENVIRONMENTAL QUALITY ACT CONDITIONS

113. **Mitigation Measure Reporting Program**. The applicant shall comply with all mitigation measures outlined in the Mitigation Measure Reporting Program.

IX. LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) CONDITIONS

114. Prior to the issuance of a Building Permit for (i) any portion of the Project that traverses above and below LACMTA Right of Way (ROW), or (ii) any portion of the Project that will require entrance into LACMTA ROW for construction, inspection or testing, ArtCenter shall submit to LACMTA for its review and approval all engineering designs and construction plans. ArtCenter shall provide to the City written correspondence from LACMTA to ArtCenter indicating that all development review thresholds have been met by ArtCenter.
115. Prior to the issuance of a Certificate of Occupancy and/or Final Building Inspection for (i) any portion of the Project that traverses above and below LACMTA Right of Way (ROW), or (ii) any portion of the Project that will require entrance into LACMTA ROW for construction, inspection or testing,, ArtCenter shall provide evidence to the City that LACMTA has inspected the Project and approved construction work.