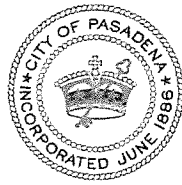


**ATTACHMENT F**  
**DECISION LETTER FOR CUP#5535 (DATED MARCH 13, 2013)**



PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION

March 13, 2013

REVISED 3/13/13

Ben Besley  
1900 Quail Street  
Newport Beach, CA 92660

**Subject: Conditional Use Permit #5535** **PLN2010-00384**  
**300 W. Green Street, 100-248 S. Orange Grove Blvd., and 363 W. Del Mar Blvd.**  
**(Ambassador College Campus)**  
**Council District #6**

Dear Mr. Besley:

Your application for a **Conditional Use Permit at 300 W. Green Street, 100-248 S. Orange Grove Blvd., and 363 W. Del Mar Blvd. (Ambassador College Campus)** was considered by the **Hearing Officer** on **March 6, 2013**.

**CONDITIONAL USE PERMIT: To allow the establishment of a Clubs, Lodges, Private Meetings Halls land use at the Ambassador West property.**

**Minor Conditional Use Permit: To allow shared parking.**

**Minor Conditional Use Permit: To allow valet parking.**

After careful consideration of this application, and with full knowledge of the property and vicinity, the **Hearing Officer** made the findings as shown on Attachment A to this letter.

Based upon these findings, it was decided by the **Hearing Officer** on **March 12, 2013** that the **Conditional Use Permit** be **approved** with the conditions in Attachment B and in accordance with submitted plans stamped **March 6, 2013**.

In accordance with Section 17.64.040 of the Pasadena Municipal Code, the exercise of the right granted under this application must be commenced within three years of the effective date of the approval. This approval is eligible for two one-year extensions. Each one year extension is required to be reviewed and approved by the **Hearing Officer** at a noticed public hearing. In order for a project to be eligible for a time extension, the applicant is required to submit the required fee and time extension application to the Permit Center prior to the expiration date of the land use entitlement. The right granted by this approval may be revoked if the entitlement is exercised contrary to the conditions of approval or if it is exercised in violation of the Zoning Code.

You are advised that an application for a building permit is not sufficient to vest the rights granted by this approval. The building permit must be issued and construction diligently

pursued to completion prior to the expiration of this approval. It should be noted that the time frame within which judicial review of the decision must be sought is governed by California Code of Civil Procedures, Section 1094.6.

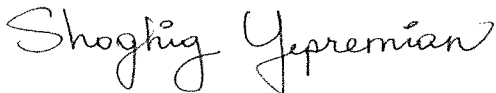
You are hereby notified that, pursuant to Pasadena Municipal Code Chapter 17.72, any person affected or aggrieved by the decision of the Hearing Officer has the right to appeal this decision within **ten days (March 22, 2013)**. The effective date of this case will be **March 23, 2013**. Prior to such effective date, a member of the City Council or Planning Commission may request that it be called for review to the Board of Zoning Appeals. However, if there is a request for a call for review, the appeal period will continue to run. If the tenth day falls on a day when City offices are closed, the appeal deadline shall be extended through the next day when offices are open. The decision becomes effective on the eleventh day from the date of the decision. The regular Appeal fee is \$3,411.77. The Appeal fee for Non-profit Community-based Organizations pre-registered with Neighborhood Connections is \$1,705.89.

Any permits necessary may be issued to you by the Building Division on or after the effective date stated above. A building permit application may be submitted before the appeal deadline has expired with the understanding that should an appeal be filed, your application may, at your expense, be required to be revised to comply with the decision on the appeal. A copy of this decision letter (including conditions of approval and any mitigation monitoring program) shall be incorporated into the plans submitted for building permits.

This project has been determined to be exempt from environmental review pursuant to the guidelines of the Public Resources Code §21080(b)(9); Administrative Code, Title 14, Chapter 3, §15301, Class 1, Existing Facilities. This section specifically applies to small additions, expansions or alterations to existing structures where there is negligible or no expansion of the use. No expansion or alteration of the campus is proposed with the project. Further, the use of the campus for group events has been occurring on the subject property since 2009.

For further information regarding this case please contact **Beilin Yu** at **(626) 744-6726**.

Sincerely,



Shoghig Yepremian  
Hearing Officer

Enclosures: Attachment A, Attachment B, Attachment C (site map)

xc: City Clerk, City Council, Building Division, Public Works, Power Division, Water Division, Design and Historic Preservation, Hearing Officer, Code Enforcement-Jon Pollard, Case File, Decision Letter File, Planning Commission (9)

**ATTACHMENT A**  
**SPECIFIC FINDINGS FOR CONDITIONAL USE PERMIT #5535**

Conditional Use Permit – To establish a Clubs, Lodges, and Private Meeting Halls Land Use

1. The proposed use is allowed with a Conditional Use Permit within the applicable zoning district and complies with all applicable provisions of this Zoning Code in that the proposed Club, Lodges, and Private Meeting Halls land use is allowed with the approval of a Conditional Use Permit in the WGSP-1A and WGSP-1B Zoning Districts.
2. The location of the proposed use complies with the special purposes of this Zoning Code and the purposes of the applicable zoning district in that the subject site is located in the WGSP-1A and WGSP-1B Zoning Districts. Special Purpose I of the West Gateway Specific Plan states "Recognize the importance of preserving significant historic structures in the area while promoting the replacement of existing underutilized or deteriorating structures through redevelopment." The proposed special events are proposed to occur within structures and gardens which are either designated or eligible for Historic Resources. No expansion or alteration to these resources is proposed. The use of these structures and gardens will allow for their preservation and avoid their deterioration from underutilization, therefore in compliance with the special purposes of the West Gateway Specific Plan.
3. The proposed use is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of any applicable specific plan in that "Objective 6, Policy 6.3 – Adaptive Reuse" of the City's General Plan encourages and promotes adaptive reuse of Pasadena's historic resource. The use of these historic resources for group events is consistent with this policy of the General Plan. Objective 10 of the General Plan Land Use Element calls to support the establishment of new businesses in Pasadena and the tax revenue, employment opportunities, and service inherent to new businesses. The group events provide jobs for a number of small businesses such as florists, bakers, caterers, and security services.
4. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use in that the conditions of approval have been placed which will mitigate the noise, traffic and parking impacts created by these group events. Specifically, any amplified noise are limited to 9:00PM daily, and noise monitors are required to be set up at the street frontages surrounding the campus to ensure the noise level does not exceed 5 dBa above ambient noise at these locations. Private security will be employed for events with 25 attendees or more, which will ensure that guests are not parking on surrounding streets and guests are not loitering after the events, and Terrace Drive nor the entrance to the campus on Del Mar Avenue is not being utilized by the vendors.
5. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City in that the special events are proposed within the Ambassador College Campus and conditions of approval have been placed to ensure the impact on surrounding properties related to traffic, parking, and noise are mitigated. Specifically, any amplified noise are limited to 9:00PM daily, and noise monitors are required to be set up at the street frontages surrounding the campus to ensure the noise level does not exceed 5 dBa above ambient noise at these locations. Private security will be employed for events with 25 attendees or more, which will

ensure that guests are not parking on surrounding streets and guests are not loitering after the events, and Terrace Drive nor the entrance to the campus on Del Mar Avenue is not being utilized by the vendors.

6. The design location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity in terms of aesthetic values, character, scale, and view protection in that the proposal does not convey an overdeveloped appearance in this area in that no improvements are proposed with the approval of this Conditional Use Permit. The hours of operations, noise level, maximum number of attendees permitted, and parking have been conditioned to be compatible with the surrounding existing and proposed residential uses.

#### Minor Conditional Use Permit – To Allow Shared Parking

7. The proposed use is allowed with a Minor Conditional Use Permit within the applicable zoning district and complies with all applicable provisions of this Zoning Code in that the Zoning Code allows shared parking agreements with a parking study in the West Gateway Specific Plan, subject to the approval of a Minor Conditional Use Permit. A Parking Study was prepared which concluded the shared parking arrangement between the existing parking spaces on site, Maranatha High School, and the Elk's Lodge parking lot, will meet the peak parking demands for the project. The three on-site parking lots located along Green Street is able to accommodate smaller events without the need to share the parking with the other two properties.
8. The location of the proposed use complies with the special purposes of this Zoning Code and purposes of the applicable zoning district in that Elk's Lodge (400 West Colorado Boulevard), one of the parking lots where the proposed special events with more than 25 guests will be leasing parking spaces from, requires only 150 spaces while its parking lot has a supply of 246 parking spaces. This parking lot is available to be leased for special events held at the Ambassador College Campus during the weekday as well as on the weekend. The other parking lot available for lease is located at Maranatha High School, however this parking lot is not available during the weekday when the school is in session. During the weekend, the school calendar still has activities but at approximately 25% intensity, which will only require 45 parking spaces. This parking lot has a supply of 250 parking spaces, which is able to accommodate the parking required for the school activities as well as for the group events. Therefore, the combination of uses is such that shared parking can occur without conflict and this meets the parking standards of the Zoning Code.
9. The proposed use is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of any applicable specific plan. Policy 21.5 of the City's General Plan (Parking Management) encourages management of parking to reduce the amount of land devoted to frequently vacant parking lots. The sharing of available parking spaces at Elk's Lodge and Maranatha High School would be a good use of existing parking resources.
10. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use. The parking study determined that both the existing and projected peak demand for parking will be met by the existing parking supply at Elk's Lodge and Maranatha High School. A condition of approval has been placed that all invitations to the group events include directions and instructions to

the appropriate parking location to avoid lost guests and guests from parking on the surrounding streets.

11. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. The parking study determined that the projected demand for parking will be met by the existing on-site parking supply at Elk's Lodge and/or Maranatha High School.
12. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity in terms of aesthetic values, character, scale, and view protection. The parking study determined that both the existing and projected peak demand for parking will be met by the existing parking supply at Elk's Lodge and/or Maranatha High School. Furthermore, shared parking has successfully existed for these mixes of uses in the previous years when the events occurred with the approval of a Temporary Use Permit. By sharing the available parking at Elk's Lodge and/or Maranatha High School, which is located north of the property just across Green Street and just adjacent to the west respectively, the shared parking will be a good use of existing parking resources.
13. The spaces to be provided will be available as long as the uses requiring the spaces lawfully exist. A condition of approval has been placed that the applicant shall not hold a special event if a minimum of 0.60 parking spaces per guest plus one parking space per event staff is not secured. The condition further requires the applicant to keep a record of all parking agreements for each event to show compliance with the parking requirement. In the event that parking is not available, the special event shall not take place.
14. The quality and efficiency of the parking or loading utilization will exceed the level that is otherwise required. Elk's Lodge contains 246 parking spaces, and Maranatha High School contains 250 parking spaces. A condition of approval requires that all invitations to special events include direction and instruction to the parking location to avoid lost guest or guest parking on the adjacent streets. According to the parking study, these numbers of parking spaces is sufficient to accommodate the mix of uses.

#### Minor Conditional Use Permit – To Allow Valet Parking

15. The proposed use is allowed with a Minor Conditional Use Permit within the applicable zoning district and complies with all applicable provisions of this Zoning Code in that the Zoning Code allows valet parking in the West Gateway Specific Plan, subject to the approval of a Minor Conditional Use Permit.
16. The location of the proposed use complies with the special purposes of this Zoning Code and purposes of the applicable zoning district in that in the event valet parking is provided with a group event, the valet attendant will be located in parking Lot 1, which is the eastern most parking lot on Green Street, closest to St. John Avenue. The parking attendant will be located 75 feet from the street, which allows sufficient queuing space to avoid cars from spilling onto the public streets. A condition of approval has been placed that requires the invitations to the group event to provide instruction and direction to parking, which includes the location of the valet parking when it is proposed.
17. The proposed use is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of any applicable specific plan in that Special Purpose L of

the Gateway Specific Plan requires planning traffic and parking patterns in order to minimize the negative effects on adjacent neighborhoods and existing businesses. Valet parking will minimize guests from driving around in surrounding streets, and parking on adjacent neighborhoods. Also, valet parking will avoid guests from walking around in adjacent streets and disrupting the existing residential uses.

18. The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use. As conditioned, the operation of the valet parking service will not result in potential impacts such as spill-over parking and ingress and egress conflicts that could negatively impact the surrounding neighborhood.
19. The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City. As conditioned, the operation of the valet parking service will be such that potential impacts such as spill-over parking and ingress and egress conflicts would be reduced so as to not negatively impact the surrounding neighborhood.
20. The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity in terms of aesthetic values, character, scale, and view protection in that valet parking will minimize guests from driving around in surrounding streets, and parking on adjacent neighborhoods. Also, valet parking will avoid guests from walking around in adjacent streets and disrupting the existing residential uses.

**ATTACHMENT B**  
**CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #5535**

The applicant or successor in interest shall meet the following conditions:

1. The proposed project shall substantially conform to the project description submitted with this application and dated "Received at Hearing March 6, 2013", except as modified herein. This approval is for private group events to be held at the Ambassador College Campus, which is classified as a Clubs, Lodges, and Private Meeting Halls land use under the City's Zoning code.
2. The events shall only occur within the following four areas as described in the attached Exhibit A - Ambassador Events CUP Map: Italian Garden, Merritt Mansion, Terrace Villa, and Fowler Garden. No events approved under this Conditional Use Permit shall occur within the Great Lawn Area upon the issuance of the certificate of occupancy for Building Permits BLD2011-01116 and BLD2011-01117 by the City for the newly constructed residential dwelling units on the Ambassador West Campus, as described in the attached Exhibit A. A new or modification to this Conditional Use Permit will be required if the location of the event areas is modified.
3. The Zoning Administrator, at any time, can call for a review of the approved conditions at a duly noticed public hearing. These conditions may be modified or new conditions added to reduce any impacts of the use. The Hearing Officer may revoke the Conditional Use Permit if sufficient cause is given.
4. Any change to these conditions of approval or expansion of the use shall require the modification of this Conditional Use Permit or a new Conditional Use Permit as determined by Planning staff.
5. The applicant or successor in interest shall meet the applicable code requirements of all other City Departments.
6. The proposed project, Activity Number **PLN2010-00384**, is subject to Condition Monitoring Program. Condition Monitoring is required for your project. Under the Monitoring Program, your project will be inspected by Code Compliance staff to determine compliance with the conditions of approval. The Condition Monitoring inspection will occur during the term of the project. Required monitoring fees for inspections shall be paid on or after the effective date of this permit, but prior to the commencement of any group events. Contact the Code Compliance Staff at (626) 744-4633 to verify the fee. 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 monitoring fees prior to initiating your approved land use entitlement may result in revocation proceedings of this entitlement.

Planning Division

7. There shall be no more than 32 group events permitted per calendar. These group events include any event, regardless of size. An event by the same party utilizing two locations on campus shall be counted as one event only. Two events by two different parties occurring at the same time, on the same date, shall be counted as two events. The applicant shall provide the Zoning Administrator at the beginning of each month a list of group events for



the month listing the date, time, location, number of attendees and staff, parking location, and parking agreement.

8. No Temporary Use Permits shall be issued for the Ambassador College Campus to allow any temporary special event beyond the group events approved under this Conditional Use Permit.
9. The number of daily attendees for all events should not exceed 300 guests from Sunday through Thursday and 500 on Fridays and Saturdays. The maximum number of daily staff shall not exceed 20.
10. Set-up for the events shall not commence earlier than 8:00 AM, and clean-up for the event shall occur no later than one hour after the hours allowed for the events, nor shall it commence before 7:00AM of the following day.
11. The events shall cease at 10:00PM Sunday through Thursday and at 12:00AM on Fridays and Saturdays.
12. Any amplified sound associated with the group events shall cease at 9:00PM in the gardens and at 11:00PM within the mansions.
13. Prior to the commencement of any event approved under this Conditional Use Permit, the applicant shall prepare an acoustical study to establish the weekday and weekend hourly ambient noise level at the locations as specified in the attached site plan. For all outdoor events with amplified sound, the applicant shall take a noise measurement at the locations as specified in the attached site plan, every hour, for the entire duration of the event. The noise level during the events shall not exceed 5 dBa above the ambient noise level at any reading at any time. The applicant shall keep a record and a report of the readings at each outdoor event with amplified sound and shall provide a copy to the Planning and Community Development Department the Monday following the said event(s).
14. The doors and windows at the mansions shall be kept closed after 9:00PM for events with amplified sound.
15. All events approved under this Conditional Use Permit shall comply with the standards of the City's Noise Ordinance (P.M.C. Chapter 9.36).
16. A minimum of one parking space per staff plus 0.60 parking spaces per guest shall be secured for each event. The parking shall be located either on-site, at Elk's Lodge located at 400 West Colorado Boulevard, or at Maranatha High School, at 169 South St. John Avenue. The applicant shall not allow a group event to occur unless the minimum number of parking spaces is secured. The applicant shall keep a record of the parking lease agreement for each event, which shall be available to the Zoning Administrator upon request.
17. All group event invitations shall include instruction and directions to the parking locations. The instruction shall clearly state that no parking in the surrounding streets (Green Street, Orange Grove Boulevard, St. John Avenue, Del Mar Boulevard, and Terrace Drive) is permitted at any time. The applicant shall keep a copy of the parking instruction and directions for all group events, which shall be available to the Zoning Administrator upon request.

18. The valet attendant shall be located a minimum of 75 feet from the street in parking Lot 1, which is the eastern most parking lot along Green Street, closest to St. John Avenue. When valet parking is provided, the parking instruction and direction shall provide directions to the location of the valet parking and clearly state that no parking on the surrounding streets is permitted at any time. Valet service shall be at no cost to the event attendees, which shall be specified in the parking instruction and directions.
19. No loading of persons or equipment shall occur on any surrounding streets (Green Street, Orange Grove Boulevard, St. John Avenue, Del Mar Boulevard, and Terrace Drive).
20. Vendors for the group events shall be prohibited from using Terrace Drive and the Del Mar Boulevard entrance to the Ambassador College campus. Vendors shall only use the entrance to the campus along St. John Avenue, as specified in the attached Exhibit A - Site Plan.
21. No event parking shall occur on any surrounding streets. This information shall be specified in the instructions and directions included in all group event invitations.
22. For group events with 25 attendees or more, a private security service shall be obtained for the duration of the event. The duty of the security service shall include but not be limited to monitoring the noise level, ensuring that event guests are not parking on the surrounding streets, nor loitering on the adjacent areas.
23. The premises and surrounding gardens, sidewalk, and street shall be kept free of litter and debris at all times.
24. The group events approved under this Conditional Use Permit are not allowed within the Great Lawn Area upon the issuance of the certificate of occupancy for Building Permits BLD2011-01116 and BLD2011-01117 by the City for the newly constructed residential dwelling units on the Ambassador West Campus. Any event proposed in the Great Lawn Area shall abide by the Open Space Easement Agreement 20,938 and shall receive the appropriate approval from the City's Human Services and Recreation Department.

Department of Public Works

25. The applicant or event organizer shall comply with all conditions set forth in Open Space Easement Agreement No. 20,938 between the City and Pasadena Lots-70, LLC, which is attached as Exhibit B. In addition, all events conducted within Exhibit B of said Agreement, or Lot B of Tract 63103, shall obtain appropriate permits from the City's Human Services and Recreation Department.

Department of Transportation

26. The applicant must submit formal, executed shared parking agreements with either and/or both Maranatha High School and the Elks Lodge to the Department of Planning and Community Development and the Department of Transportation to verify that appropriate parking arrangements are in place for each group event.
27. The applicant must secure 0.60 parking spaces per attendee and one parking space per event staff.

28. Passenger loading and unloading on surrounding streets adjacent to the project site is prohibited. Furthermore, requests for future installation of passenger loading and unloading zones adjacent to the project site will not be granted.

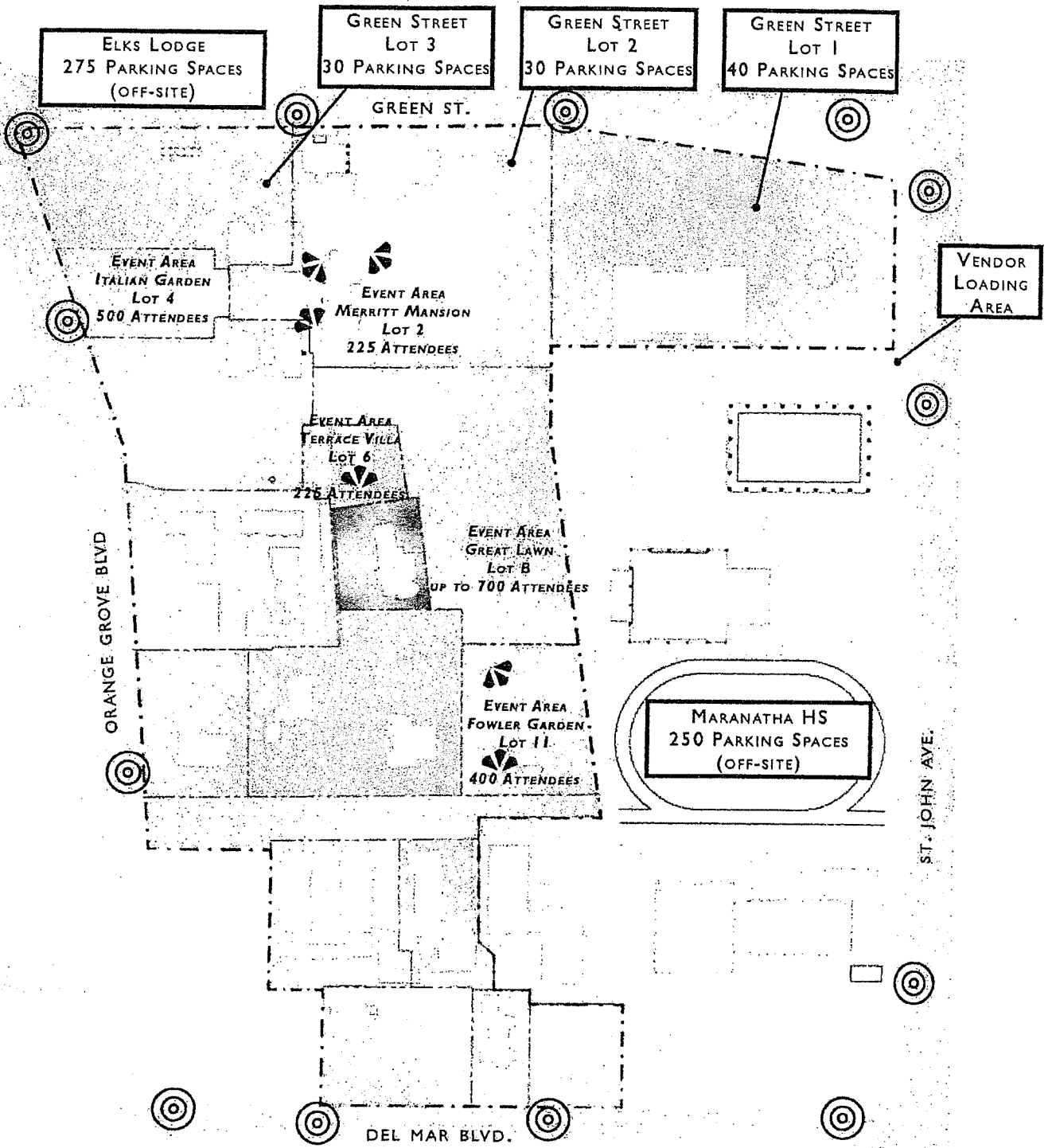
Fire Department

29. Assembly occupancy shall comply with requirements of California Fire Code (CFC) for means of egress and exit discharge.
30. Events shall comply with the requirements of California Fire Code (CFC) Chapter 3 regarding open burning (candle) and portable outdoor heating.
31. A tent permit shall be obtained for any proposed tent associated with the group events.

Conditions added at the Hearing

32. The applicant/property owner or its successor in interest shall provide a designated staff member for contact purposes. The name, phone number, and email address of the designated staff member shall be made available to the Planning staff and to immediate neighbors.
33. The Hearing Officer shall conduct a public hearing five years from the effective date of this approval to ensure the effectiveness of, and compliance with, the conditions of approval. This hearing shall be conducted at the applicant's, or its successor in interest's expense.
34. In the event that the parking lots at Elk's Lodge and Maranatha High School becomes unavailable to accommodate the required parking for these group events, the applicant or its successor will be required to apply for a new Minor Conditional Use Permit, stating the new proposed location of the parking spaces and a new parking study will be required to be conducted to ensure that the new parking facility is appropriate to share its parking with these group events. In the event that no new parking location can be found, these group events shall be limited to a maximum of 133 daily attendees with a maximum of 20 staff, which is the maximum number of attendees and staff which can be accommodated within the existing 100 on-site parking spaces.

**AMBASSADOR EVENTS CUP MAP | EXHIBIT No. 10**



**AMBASSADOR WEST OWNERSHIP PLAN**

- |                 |                      |
|-----------------|----------------------|
| ● CITY VENTURES | ● BGM PASADENA, LCC. |
| ■ CV URBAN LAND | ■ CHAVES             |
| ■ HSAIU         |                      |

**LEGEND**

- ▲ SPEAKER SETUP LOCATION
- ⊙ DECIBEL READING LOCATION

**ATTACHMENT C  
SITE PLAN**

**RECORDING REQUESTED BY:**

First American Title Insurance Company

**WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**

R. Mark Buckland  
Pasadena Lots-70, LLC  
2850 Redhill Avenue, Suite 200  
Santa Ana, CA 927058



SPACE ABOVE THIS LINE FOR RECORDER-S USE

**OPEN SPACE EASEMENT AGREEMENT 20,938**

THIS OPEN SPACE EASEMENT AGREEMENT (this "Agreement"), dated MARCH 1, 2012, is made by and between PASADENA LOTS-70, LLC, a Delaware limited liability company ("Developer"), and THE CITY OF PASADENA, a California municipal corporation (the "City"). Developer and the City are sometimes hereinafter collectively referred to as the "Parties". This Agreement is made with respect to the following facts:

**RECITALS**

A. Developer is the owner of Ambassador Gardens (Parcel B of the Tentative Map) and is the successor in interest to the developer under the Site Development Agreement with respect to the Ambassador West Campus.

B. The Parties agree and acknowledge that Ambassador Gardens constitutes a rare and unique facility unlike any other in the City given its sprawling lawn, spectacular trees, the Mayfair Stream and the recreational opportunities afforded to members of the public thereby.

C. The City desires that Developer grant to the City an open space easement over the Ambassador Gardens and Developer is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do agree as follows:

1. Defined Terms. Each of the initially capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meaning set forth in this Section 1:

1.1. "Open Space Easement" means a perpetual easement over Ambassador Gardens granted by Developer to the City pursuant to Section 2 below.

1.2. "Ambassador West Master Association" means the Ambassador West Master Association, a California nonprofit mutual benefit corporation, which was formed for the purpose of, among other things, improving, landscaping and maintaining the Ambassador Gardens when fee title to the Ambassador Gardens is conveyed to it.

1.3. "Ambassador Gardens" means Lot B of the Tentative Map as more particularly described on Exhibit "A" attached hereto and depicted on the Garden Diagram, and the Great Lawn and the Mayfair Stream as described in the Ambassador Gardens Preservation Plan.

1.4. "Garden Diagram" means the depiction of Ambassador Gardens attached hereto as Exhibit "B", which is part of the Ambassador Gardens Preservation Plan.

1.5. "Ambassador Gardens Preservation Plan" means the preservation plan dated March 6, 2007 for Ambassador West prepared by EDAW and Onyx Architects.

1.6. "Ambassador Gardens Term Sheet" means the Ambassador Gardens Term Sheet dated February 8, 2007 between the City and AACP Properties II LLC.

1.7. "Tentative Map" means Vesting Tentative Tract Map No. 063103 for the Ambassador West Campus which was approved by the City on April 2, 2007.

1.8. "Final Map" means a final map with respect to the Ambassador West Campus which Developer intends to record in the office of the Los Angeles County Recorder which is substantially in accordance with the Tentative Map.

1.9. "Ambassador West Campus" means the real property covered by the Tentative Map, including the Ambassador Gardens.

1.10. "Effective Date" means the date on which this Agreement is recorded in the office of the Los Angeles County Recorder.

1.11. "Access Easement" means that certain easement for pedestrian ingress and egress over Lots 1 and 2 of the Final Map which is more particularly described on Exhibit "C" attached hereto and depicted on Exhibit "D" attached hereto.

1.12. "Site Development Agreement" means the Site Development Agreement dated June 29, 2007, as amended, covering the Ambassador West Campus.

2. Grant of Open Space Easement. Developer hereby establishes, creates, gives, grants and conveys the Open Space Easement to the City for the uses (collectively, the "Permitted Uses") by members of the public, including, without limitation, residents of the Ambassador West Campus, set forth in Section 2.1 below, and subject to the restrictions on use (collectively, the "Use Restrictions") set forth in Section 2.2 below. The grant set forth in this

Section 2 shall be effective upon the issuance of the certificates of occupancy for Building Permits BLD2011-01116 and BLD2011-01117 by the City for the newly constructed residential dwelling units on the Ambassador West Campus.

2.1. Permitted Uses. Use of the Open Space Easement and Ambassador Gardens shall be limited to (i) passive recreation including, strolling, picnicking, reading, reflecting, jogging and passive play, (ii) use of interpretative stations illustrating the historical and botanical resources of Ambassador Gardens and (iii) use of game tables for chess, checkers and other board games.

2.2. Prohibited Uses. The Open Space Easement and Ambassador Gardens shall not be used for (i) those uses generally prohibited by the City in its public parks, and (ii) barbecues and other fires, organized field sports such as soccer, baseball and the like, Frisbee, tot lots or play equipment, inflatable jumping equipment, dogs or other animals not on a leash, camping or overnight stays, uses prohibited under the City's Municipal Code Section 3.24.110, as well as any future amendments thereto, and dispensing or selling food. In addition, use of amplified sound devices, temporary lighting, and dispensing or selling of food in or around the Ambassador Gardens is prohibited unless agreed to by the City and the Ambassador West Master Association. For avoidance of doubt, events such as those routinely scheduled through the City's park reservation system are inconsistent with the parking, privacy and security requirements of the institutional and residential uses which surround Ambassador Gardens and are conclusively deemed Prohibited Uses under this Agreement.

The foregoing list of Prohibited Uses may be amended by agreement between the City and Developer to include any other uses deemed inconsistent with the purposes of Ambassador Gardens or which disrupt or otherwise are incompatible with the institutional and residential uses which surround Ambassador Gardens.

3. Access. Access to Ambassador Gardens shall be over the Access Easement.

4. Hours. Hours of operation of, and public access to, Ambassador Gardens shall be limited to the time between 7:00 a.m. and sunset.

5. Design Barriers. Because Ambassador Gardens abuts private open spaces and private residential and institutional uses, any barriers which are constructed at the periphery of Ambassador Gardens should attempt to define the edges and limits of Ambassador Gardens in a manner which enhances the security and privacy requirements of those uses, with the understanding that any such barriers shall be erected in a manner so as to preserve visual access into private open spaces in order to emphasize the expansiveness of open spaces and gardens and, to the extent possible, be limited to hedgerows, planters and fencing of open design.

6. Improvements and Maintenance. Developer shall, at Developer's sole cost and expense, maintain, repair or replace existing features of Ambassador Gardens such as fountains, monuments, walkways and landscaping to insure their viability for long-term public use. In that

regard, Developer shall repair existing features and add new features at Developer's sole cost and expense, provided that (i) any new features must not be inconsistent with the Ambassador Gardens Preservation Plan and (ii) the plans for all new features must be approved by the Design and Historic Preservation Division of the City's Planning Department and include signage indicating the hours and rules of the Open Garden. Maintenance of Ambassador Gardens shall be at a level comparable to the maintenance of landscaping on the Ambassador West Campus.

7. Security. Developer shall be responsible for providing security for Ambassador Gardens, which security shall be augmented, if necessary, by the City's police department, at no cost of Developer. In addition, Developer shall be responsible for security over the Access Easement.

8. Probationary Period. In order to insure that the Permitted Uses do not result in the determination or depletion of the historical and biological resources of Ambassador Gardens through over-use or other unforeseen factors, Developer shall have the right to prepare and submit to the City a written assessment of the use and condition of the resources of Ambassador Gardens after the thirty-sixth (36<sup>th</sup>) month following the Effective Date. If that assessment concludes that Ambassador Gardens' resources have been compromised, then Developer and the City shall attempt, in good faith, to agree on a means to remedy that problem. Any such modification resulting therefrom shall conclusively be deemed not to either (i) diminish the value of the Open Space Easement to the City or (ii) affect Developer's in lieu payment of Residential Impact Fees.

9. Residential Impact Fee. The execution and delivery of this Agreement by Developer and the City shall (i) constitute the full compliance of the Ambassador West Campus with the City's Residential Impact Fee requirement set forth in Title 4, Section 4.17 of the City's Municipal Code and any subsequent amendments thereto, as well as any and all other fees or requirements that may be subsequently adopted by the City to increase or enhance the City's public open space system, and (ii) satisfy any conditions of approval imposed by the City as a condition to the recording of the Final Map which relate to the City's public open space system.

10. Transfer to the Master Association. Upon the recording of a grant deed from Developer to the Ambassador West Master Association covering Ambassador Gardens and the assumption by the Ambassador West Master Association of each and all of the obligations of Developer under this Agreement, then Developer shall be released from any and all obligations under this Agreement arising after the date of such assumption and the Ambassador West Master Association shall have each and all of the benefits of Developer under this Agreement.

11. Indemnity. The City shall indemnify, defend, protect and hold Developer harmless from and any liability whatsoever on account of claims resulting from the use of the Open Space Easement and the Access Easement by members of the public and the exercise of any rights granted under this Agreement. The obligation to indemnify set forth herein shall also include attorneys' fees and court costs.



12. Special Events. Notwithstanding the provisions of Section 2.2 above, the City and Developer shall each be permitted to hold up to six (6) special events at Ambassador Gardens during each calendar year provided that (i) no special event shall exceed three (3) days, (ii) no special event shall be within ten (10) days of another special event, and (iii) all special events shall strictly adhere to the provisions of this Agreement including, without limitation, those relating to hours of operation and use.

13. Severability. If any provision of this Agreement shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and obligations herein created including, without limitation, the provisions of the Ambassador Gardens Term Sheet. Any oral representations or modifications concerning this Agreement shall be of no force and effect, and this Agreement may not be amended or modified except by a subsequent writing signed by the Parties to be bound thereby.

15. Construction of Agreement. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. Headings at the beginning of sections of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement. When required by the context, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular, the masculine gender shall include the feminine and neuter genders, and vice versa. The terms "hereof," "hereto," "hereunder," "hereby" and similar terms refer to this Agreement generally, rather than to the specific section or subsection in which such term is used. No failure of any Party to exercise any right or power given such Party hereunder or to insist upon strict compliance by another Party with its obligations hereunder shall constitute a waiver of any Party's right to demand strict compliance with the terms of this Agreement. This Agreement shall not be construed to create an association, joint venture or partnership relationship among the Parties hereto or to impose upon either Party any fiduciary, trust or agency obligation or relationship.

16. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the choice of law rules and principles of said state. Sole and proper venue for any action related to this Agreement shall be in Los Angeles, California.

17. Attorney's Fees. In the event of any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof, the prevailing Party shall be entitled to recover from the other Party or Parties' reasonable expenses resulting from the controversy, claim, dispute or breach, including, but not limited to, reasonable attorneys' fees and costs.

18. Exhibits. All exhibits referenced herein are incorporated herein by this reference.

19. Notices. All notices, demands, consents, approvals, requests, authorizations and reports provided for in this Agreement shall be in writing and shall be given to Developer or the City at their respective addresses set forth below or at such other address as each may specify hereafter in accordance with the provisions of this section:

If to Developer: Pasadena Lots-70, LLC  
2850 Redhill Avenue, Suite 200  
Santa Ana, CA 92705  
Attn: R. Mark Buckland

With a copy to: City Ventures, LLC  
2850 Redhill Avenue, Suite 200  
Santa Ana, CA 92705  
Attn: Ben Besley

And with a copy to: Kenneth M. Kaplan, Esq.  
361 Forest Avenue, Suite 204  
Laguna Beach, CA 92651-2148

If to the City: The City of Pasadena  
Pasadena City Hall  
100 N. Garfield Avenue  
Pasadena, CA 91109  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Such notice or other communication shall be mailed either: (i) by United States registered or certified mail, return receipt requested, postage prepaid, deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the post office; (ii) by nationally recognized overnight courier which furnishes written evidence of receipt of delivery; or (iii) by hand against a signed receipt. Notices shall be deemed given on the date receipt is acknowledged in the case of clause (i) above and upon receipt in the case of clauses (ii) and (iii) above, or upon the first date delivery was attempted to be made and was refused or was unable to be delivered due to a change of address.

20. Modification. This Agreement is not subject to modification except in a writing signed by all Parties affected by such modification and any attempted modification not in compliance with this requirement shall be void.

21. Counterparts. This Agreement may be executed in one or more counterparts and delivered by telefacsimile, each of which counterparts shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

22. Time Of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

[Signatures on following pages]

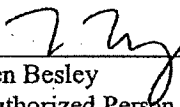
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

DEVELOPER:

PASADENA LOTS-70, LLC, a Delaware  
limited liability company

By: CITY VENTURES HOMEBUILDING,  
LLC, a Delaware limited liability  
company, its sole member

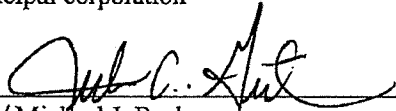
By: \_\_\_\_\_

  
Ben Besley  
Authorized Person

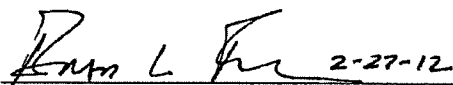
[signatures continue on following page]

CITY:

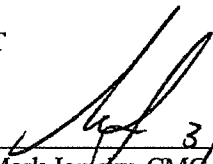
THE CITY OF PASADENA, a California  
municipal corporation

By:   
for Michael J. Beck  
City Manager

APPROVED AS TO FORM:

By:  2-27-12  
Brad L. Fuller  
Assistant City Attorney

ATTEST

By:  3/5/12  
Mark Jonsky, CMC  
City Clerk

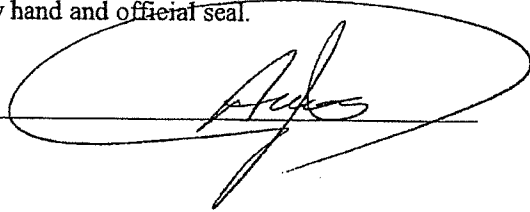
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On FEBRUARY 14<sup>th</sup> 2012 before me, ALLEN SARKISSIAN,  
notary public, personally appeared BEN BESLEY who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he she/they executed the same  
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On MARCH 1, 2012 before me, LATASHA S. MCLEMORE,  
notary public, personally appeared JULIE A. CULTIERREZ who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he she/they executed the same  
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature

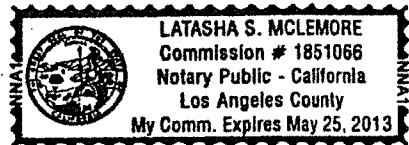
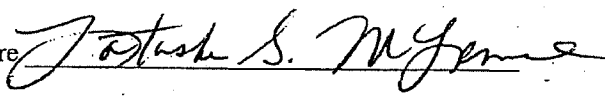


EXHIBIT "A"

LEGAL DESCRIPTION OF OPEN SPACE  
FOR PARK PURPOSES  
"AMBASSADOR GARDENS"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

LOT B OF TRACT NO. 063103, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1369 PAGES 35 THROUGH 52 INCLUSIVE, OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

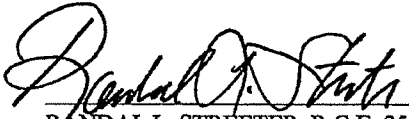
BEGINNING AT SOUTHEASTRLY CORNER OF SAID LOT B, SAID CORNER ALSO BEING A POINT ON THE CENTERLINE OF VACATED TERRACE DRIVE PER RESOLUTION NO. 402 AS INSTRUMENT NO. 2152 IN BOOK D4505, PAGE 223 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE GENERAL SOUTHERLY, WESTERLY AND NORTHERLY LINE OF SAID LOT B THE FOLLOWING NINE (9) COURSES; SOUTH 89°59'21" WEST 159.40 FEET; THENCE NORTH 00°42'27" WEST 47.61 FEET; THENCE SOUTH 89°17'33" WEST 42.21 FEET; THENCE NORTH 07°24'59" WEST 155.98 FEET; THENCE SOUTH 81°38'24" WEST 13.66 FEET; THENCE NORTH 08°59'54" WEST 102.42 FEET; THENCE SOUTH 89°29'07" WEST 17.76 FEET; THENCE NORTH 00°05'06" WEST 79.42 FEET AND NORTH 89°21'33" EAST 226.92 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT B, SAID CORNER ALSO BEING A POINT ON THE CENTERLINE OF SAID VACATED TERRACE DRIVE; THENCE ALONG THE EASTERLY LINE OF SAID LOT B AND SAID CENTERLINE THE FOLLOWING TWO (2) COURSES, SOUTH 00°32'45" EAST 80.17 FEET AND SOUTH 07°54'59" EAST 305.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.758 ACRES MORE OR LESS

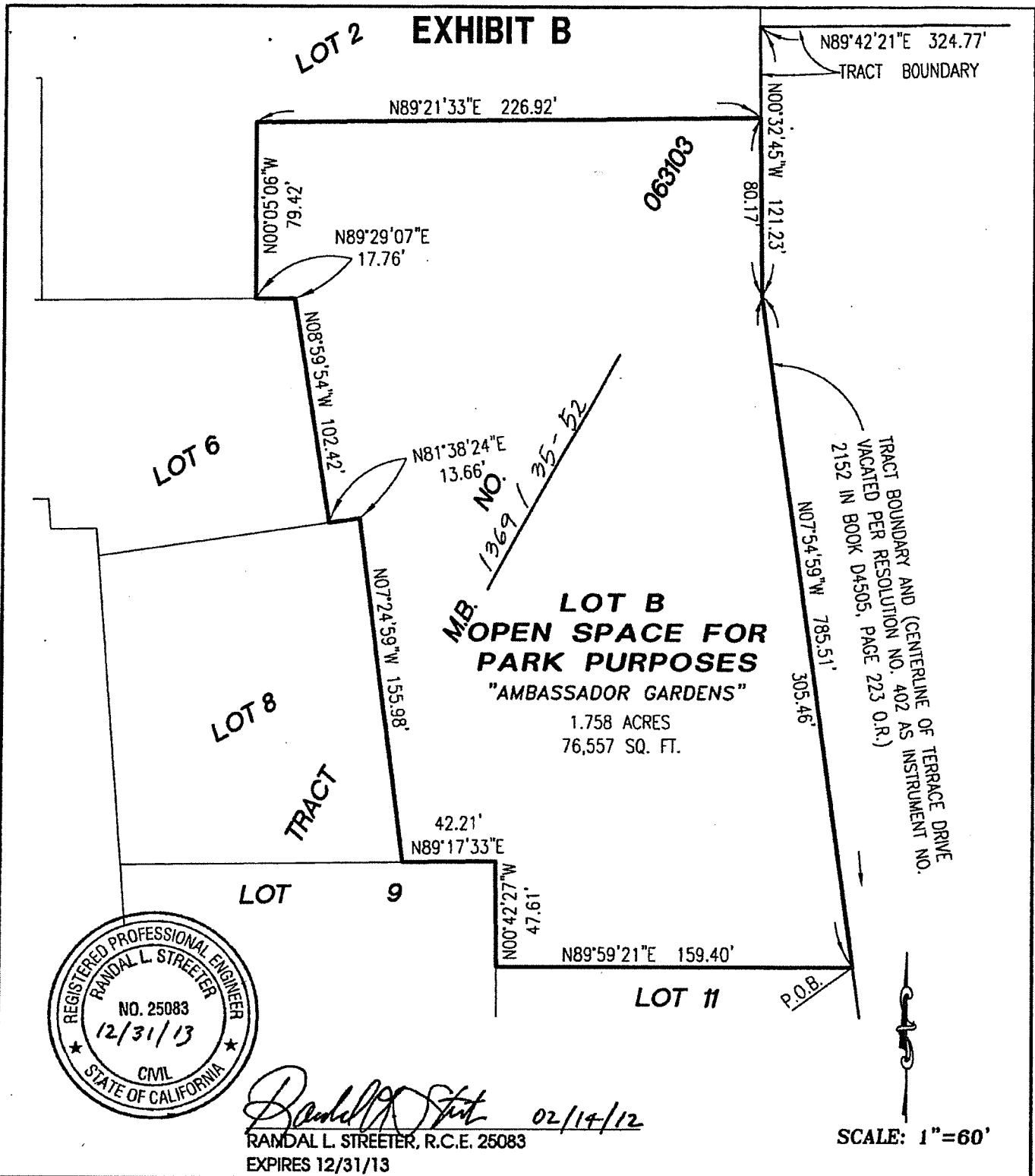
ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

PREPARED UNDER MY DIRECTION

  
RANDAL L. STREETER, R.C.E. 25083      02/14/12      DATE  
EXPIRES 12/31/13





**CITY OF PASADENA – DEPARTMENT OF PUBLIC WORKS**

DRAWN BY: ACM	<b>GRANT OF EASEMENT</b>	SCALE: 1"=60'	DATE: 02/13/12
		PLAN NUMBER: <b>6044</b>	
DESIGNED BY: MA	FOR OPEN SPACE FOR PARK PURPOSES SW TERRACE DR. & ST JOHN AVE.	<b>6044</b>	
CHECKED BY: ACM			
SUBMITTED BY: ADAMS-STREETER ENG	REVIEWED BY: <i>Daniel A. B.</i> CITY ENGINEER	DATE: 2/15/2012	
		SHEET 1 OF 1 J.N. 04-1561	



**EXHIBIT "C"**

**LEGAL DESCRIPTION FOR ACCESS EASEMENTS**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

**PARCEL "A"**

THAT PORTION OF LOT 1 OF TRACT NO. 063103, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1369 PAGES 35 THROUGH 52 INCLUSIVE, OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 24.00 FEET WIDE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1 NORTH 00°32'45" WEST 290.98 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY LINE OF GREEN STREET AS SHOWN ON SAID TRACT NO. 063103; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND ALONG SOUTHERLY LINE OF SAID GREEN STREET SOUTH 85°24'49" EAST 24.10 FEET TO A POINT ON A LINE PARALLEL WITH AND 24.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE SOUTH 00°32'45" EAST 288.93 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°42'21" WEST 24.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 6,958.9 SQUARE FEET MORE OR LESS.

**PARCEL "B"**

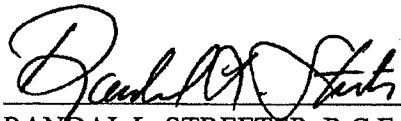
THAT PORTION OF LOT 2 OF TRACT NO. 063103, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_ INCLUSIVE, OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING A STRIP OF LAND 24.00 FEET WIDE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 NORTH 00°32'45" WEST 332.04 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2, SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY LINE OF GREEN STREET AS SHOWN ON SAID TRACT NO. 063103; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND ALONG THE SOUTHERLY LINE OF SAID GREEN STREET NORTH 85°24'49" WEST 24.10' TO A POINT ON A LINE PARALLEL WITH AND 24.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID PARALLEL LINE SOUTH 00°32'45" EAST 334.24 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°21'33" EAST 24.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 7,995.4 SQUARE FEET MORE OR LESS

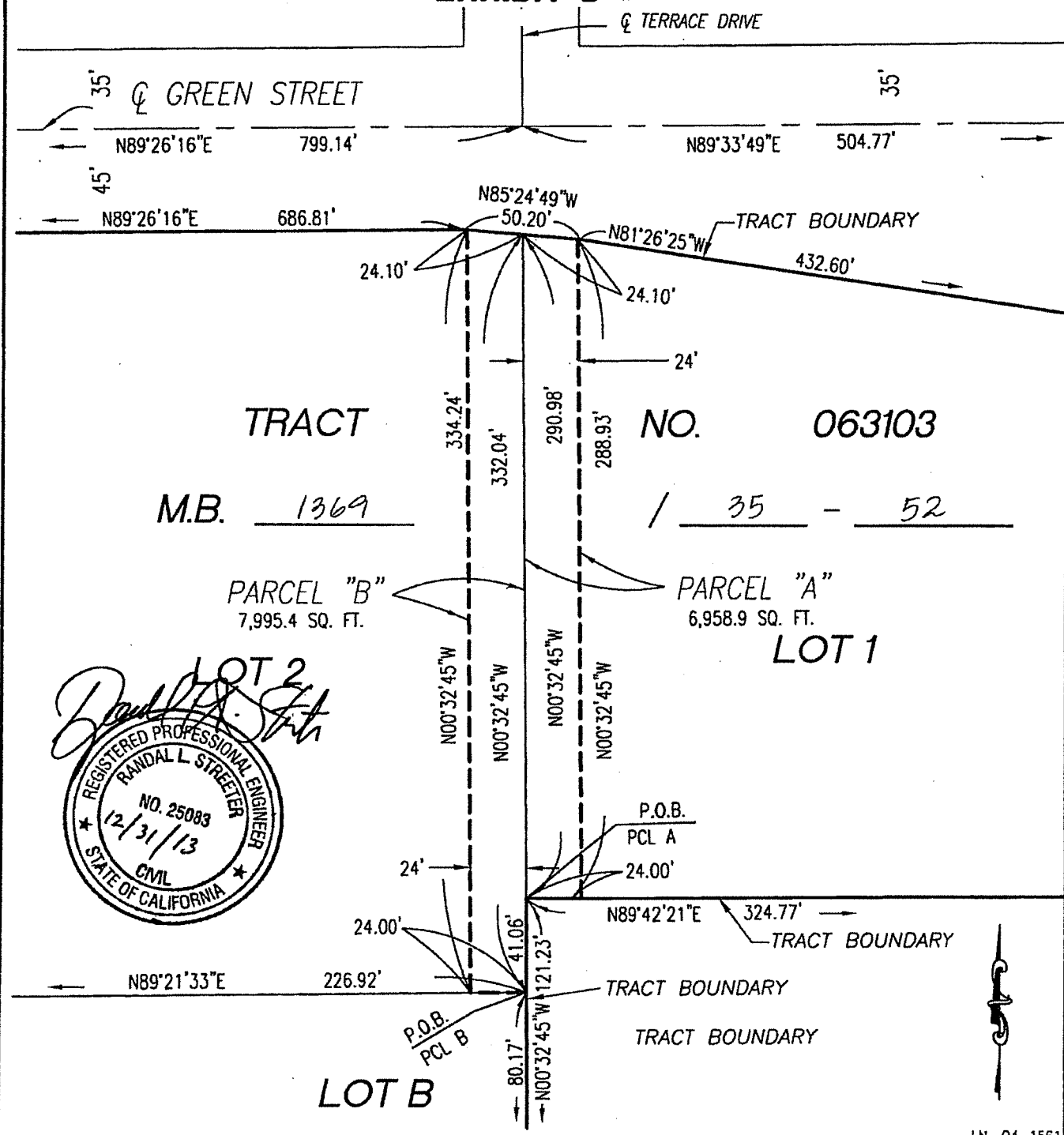
ALL AS SHOWN ON EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

 02/14/12  
\_\_\_\_\_  
RANDAL L. STREETER, R.C.E. 25083  
EXPIRES 12/31/13



# EXHIBIT D



*Randal L. Streeter*  
 REGISTERED PROFESSIONAL ENGINEER  
 RANDAL L. STREETER  
 NO. 25083  
 12/31/13  
 CIVIL  
 STATE OF CALIFORNIA

J.N. 04-1561

## CITY OF PASADENA - DEPARTMENT OF PUBLIC WORKS

DRAWN BY:  
**ACM**

DESIGNED BY:  
**MA**

CHECKED BY:  
**ACM**

SUBMITTED BY  
**ADAMS-STREETER ENG.**

**GRANT OF EASEMENT**  
**FOR ACCESS PURPOSES**  
**SOUTH OF TERRACE - & GREEN**

REVIEWED BY:  
*Daniel A. TB*  
**CITY ENGINEER**

DATE  
**2/15/2012**

SCALE:  
**1"=60'**

DATE:  
**02/13/12**

PLAN NUMBER:  
**6045**

SHEET 1 OF 1