

## Attachment C

### SUBDIVISION CONTRACT

This SUBDIVISION CONTRACT, made and entered into by and between the CITY OF PASADENA, a municipal corporation, (hereinafter referred to as CITY), and the 127 Madison, LLC, a Delaware limited liability corporation (hereinafter referred to as SUBDIVIDER):

### W I T N E S S E T H

WHEREAS, SUBDIVIDER is the owner of a tract designated as Tract No. 82169 in the City of Pasadena, California, and desires to subdivide said tract;

WHEREAS, the tentative tract map was approved on March 3, 2021; and

WHEREAS, the CITY has imposed certain conditions on the subdivision of Tract No. 82169, including construction of public improvements; and

WHEREAS, the Subdivider desires to make said improvements and meet said conditions after approval of the final map; and

WHEREAS, as a condition precedent to the approval of the final map of said subdivision, the City Council requires the Subdivider to agree to make all of said improvements and meet all said conditions and provide security; and

WHEREAS, the Subdivider agrees to such conditions.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and SUBDIVIDER and of the promises herein contained, and the foregoing recitals accepted as true and incorporated herein, it is hereby agreed as follows:

- 1) The SUBDIVIDER shall complete, at its own expense, all conditions and public improvements that are required by the CITY for approval of Tract No. 82169. SUBDIVIDER shall, in a good and workmanlike manner,:
  - a) Demolish existing public improvements and construct all new public improvements along the subject development frontage of Madison Avenue, including concrete drive approach per Standard Plan S-403; concrete sidewalk per Standard Plan S-421; concrete curb and gutter per Standard Plan S-406. All public improvements shall be completed prior to the issuance of Certificate of Occupancy.
  - b) Restore Madison Avenue, fronting the subject development, which shall be a full width (from gutter to gutter) cold milling and resurfacing of asphalt concrete roadway per Standard Plan S-415. All street restoration shall be completed prior to the issuance of Certificate of Occupancy.

- c) The proposed development shall connect to the public sewer with one or more new six-inch-diameter house sewers laid at a minimum slope of two percent. In accordance with PMC Chapter 13.24.010, house sewer "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 Certificate of Occupancy.
- d) The applicant shall plant and maintain the officially designated street trees per the CITY approved master street tree plan, two (2) Southern Magnolia *Magnolia grandiflora* trees on Madison Avenue frontage and install and maintain an irrigation system for the trees. The locations will be finalized in the field by the Department of Public Works. Plans for the irrigation system shall be prepared by a landscape architect registered in the State of California and submitted to the Department of Public Works for review and approval.
- 2) SUBDIVIDER shall furnish all necessary final plans, profiles and specifications in a form that will be sufficient to be processed and approved by the City Engineer not later than six (6) months from the date the final map of said subdivision of land is filed for record with the County Recorder, County of Los Angeles, State of California.
- 3) SUBDIVIDER shall complete the work within 18 months following recordation of the Final Map unless extended in writing by the Director of Public Works, or as otherwise provided by law.
- 4) SUBDIVIDER warrants all work performed against any defective workmanship or labor or materials for a period of one year from the date of acceptance of the completed improvements.
- 5) SUBDIVIDER shall ensure all work is done with appropriate permits and following all laws.
- 6) SUBDIVIDER shall pay to the CITY all fees and costs including inspection costs to perform and complete the work.
- 7) SUBDIVIDER shall maintain all insurance requirements imposed by the City for performance of such work.
- 8) SUBDIVIDER shall furnish to the CITY a letter of credit satisfactory to the CITY in the amount of \$44,556.00, to guarantee that said work is faithfully performed in a satisfactory manner by the Subdivider. Said letter of credit shall only be



exonerated in accordance with Section 16.36.070 of the Pasadena Municipal Code and Section 66499.7.

- 9) If the SUBDIVIDER neglects, refuses or fails to prosecute the required work with such diligence as to insure its completion within the time specified herein, or within such extension of said time as may have been granted by the City Engineer or City Council or both, or if the SUBDIVIDER neglects, refuses or fails to perform satisfactorily any of the provisions of the improvement construction permit, plans and profiles, or specifications, or any other act required under this agreement and contract, the CITY may declare this agreement and contract in default. CITY shall provide notice of default to the SUBDIVIDER. Should the CITY be required to draw on the letter of credit to remedy SUBDIVIDER'S nonperformance, SUBDIVIDER shall pay all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the CITY in successfully enforcing the obligation secured.
- 10) CITY shall not, nor any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring from or to the works specified in this contract prior to the completion and acceptance of the same by the CITY. SUBDIVIDER agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the SUBDIVIDER'S (including agents, employees and contractors) performance under this agreement, or any acts, errors or omissions, including, without limitation, professional negligence. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property sustained by any person or persons, corporations or SUBDIVIDER.
- 11) CITY shall have the right and authority to reject any substandard work performed under this Contract.
- 12) This AGREEMENT may be amended or modified only by mutual written consent by the City Council.
- 13) Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

127 N Madison, LLC:

Missak Balian  
500 E. Cordova Street  
Pasadena, CA 91101

CITY OF PASADENA:

Mr. Greg de Vinck  
Director of Public Works  
City of Pasadena  
100 North Garfield Ave., Rm 306  
Pasadena, CA 91101

- 14) This Contract, including any exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation, and agreements (written or oral).
- 15) If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.
- 16) The parties hereby agree that this Contract is to be enforced in accordance with the laws of the state of California, is entered into in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the county of Los Angeles at a place to be determined by the rules of the forum.
- 17) Unless prohibited by law, this Contract may be executed by digital signature, provided such digital signature complies with California Government Code Section 16.5. This contract may be executed in counterparts.
- 18) City's waiver of any term, condition, breach, or default of this Contract shall not be considered to be a waiver of any other term, condition, default, or breach, nor of a subsequent breach of the one waived.

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the 127 N MADISON, LLC on May 28, 2025, and by the CITY OF PASADENA on \_\_\_\_\_, 2025.

ATTEST

CITY OF PASADENA

By \_\_\_\_\_  
MARK JOMSKY  
City Clerk

By \_\_\_\_\_  
MIGUEL MÁRQUEZ  
City Manager

APPROVED AS TO FORM

By *Caroline K. Menroy*  
Caroline K. Menroy  
Assistant City Attorney

127 N MADISON, LLC

By *[Signature]*  
MISSAK BALIAN  
Managing Member