

**RESOLUTION NO. 2024-****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 84585 AND APPROVING THE MEMORANDUM OF UNDERSTANDING AND COVENANTS**

**WHEREAS**, the subdivider of Parcel Map No. 84585 has presented for approval the City Council of the City of Claremont the final map of said parcels; and

**WHEREAS**, the City Engineer has determined that Parcel Map No. 84585 satisfies the requirements of the City's Subdivision Ordinance, set forth in Title 17 of the Claremont Municipal Code; and

**WHEREAS**, the Acting City Land Surveyor has determined that Parcel Map No. 84585 is technically correct; and

**WHEREAS**, the subdivider desires the City Council to approve Parcel Map No. 84585,

**NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:**

**SECTION 1.** The final map of Parcel No. 84585 as submitted by the subdivider, attached as Exhibit 1 to this Resolution, conforms to the requirements of the City's Subdivision Ordinance, set forth in Title 17 of the Claremont Municipal Code, and is hereby accepted and approved.

**SECTION 2.** The City Council hereby approves the Memorandum of Understanding and Covenants as shown in Exhibit 2, authorizes the City Manager to execute the Memorandum of Understanding, and directs the City Clerk to record the original in the Official Records of Los Angeles County.

**SECTION 3.** The Mayor shall sign this Resolution, and the City Clerk shall attest and certify the passage and adoption thereof.

**PASSED, APPROVED, AND ADOPTED THIS** 12<sup>th</sup> **day of November, 2024.**

\_\_\_\_\_  
Mayor, City of Claremont

ATTEST:

\_\_\_\_\_  
City Clerk, City of Claremont

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, City of Claremont

2 PARCELS  
7.914 ACRES

SHEET 1 OF 2 SHEETS

# PARCEL MAP NO. 84585

IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 27023-1 AS PER MAP FILED IN BOOK 317, PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ANDREASEN ENGINEERING, INC.

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY SET FORTH AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES, AND EMERGENCY VEHICLE PURPOSES AND ALL USES AND APPURTENANCES INCIDENT THERETO OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1.

CLARE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: GG243, LLC, A DELAWARE LIMITED LIABILITY COMPANY,  
ITS: GENERAL PARTNER

JAMES ALAN WEINBERG  
PRESIDENT

DATE

NOTARY ACKNOWLEDGMENT:

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  
COUNTY OF

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_, COUNTY

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

SIGNATURE OMISSIONS

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISION OF SECTION 66436(a)3(A)(i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

CITY OF CLAREMONT, HOLDER OF AN EASEMENT FOR AVIGATION RIGHTS RECORDED JUNE 19, 1997 AS INSTRUMENT NO. 97-917067, OF OFFICIAL RECORDS

NOTE: SAID EASEMENT IS INDETERMINATE IN NATURE

CITY OF CLAREMONT, HOLDER OF AN EASEMENT FOR SIDEWALK AND LANDSCAPING AS DEDICATED ON THE MAP OF PARCEL MAP NO. 23719 IN BOOK 277, PAGES 28 AND 29 OF PARCEL MAPS.

CABLE AIRPORT, HOLDER OF AN EASEMENT FOR A NON-BUILDABLE STRIP OF LAND AS NOTED ON THE MAP OF PARCEL MAP NO. 23719 IN BOOK 277, PAGES 28 AND 29 OF PARCEL MAPS.

ATLANTIC RICHFIELD, A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS RECORDED JULY 7, 1997 AS INSTRUMENT NO. 97-1006306, OF OFFICIAL RECORDS

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLARE PROPERTIES, LLC, ON OCTOBER 8, 2024. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

STEPHEN VENTURA R.C.E. 32437  
EXPIRATION: DECEMBER 31, 2024

DATE



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF CLAREMONT APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

MARIA B. TIPPING R.C.E. 87116  
CITY ENGINEER

DATE



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DAVID G. GILBERTSON, L.S. NO. 6941  
ACTING CITY SURVEYOR

DATE



CITY CLERK CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CLAREMONT, ON \_\_\_\_\_, 2024 APPROVED THIS MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE EASEMENT FOR PUBLIC UTILITIES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO

SHELLEY DESAUTELS  
CITY CLERK, CITY OF CLAREMONT

DATE

SPECIAL ASSESSMENT STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CLAREMONT, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF CLAREMONT

DATE

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY DATE \_\_\_\_\_

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL NO. 84585 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY \_\_\_\_\_ DEPUTY DATE \_\_\_\_\_

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°33'30"W OF THE CENTERLINE OF FOOTHILL BOULEVARD AS SHOWN ON PARCEL MAP NO. 6175, P.M.B. 84/2-3.

2 PARCELS  
7.914 ACRES

SHEET 2 OF 2 SHEETS

# PARCEL MAP NO. 84585

IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

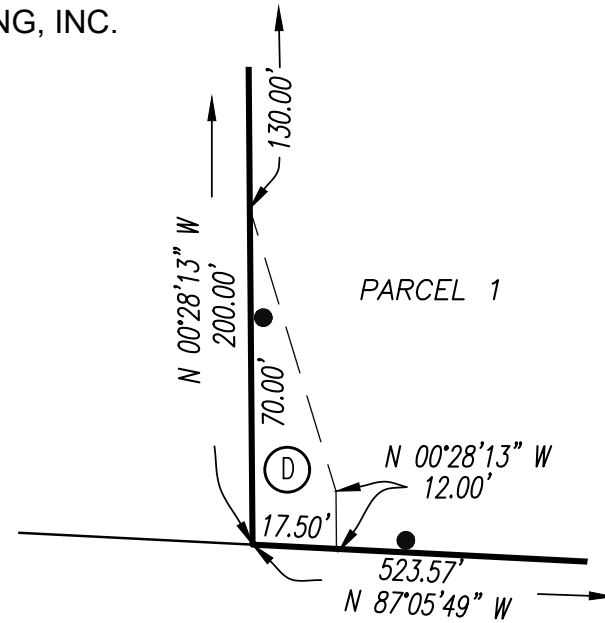
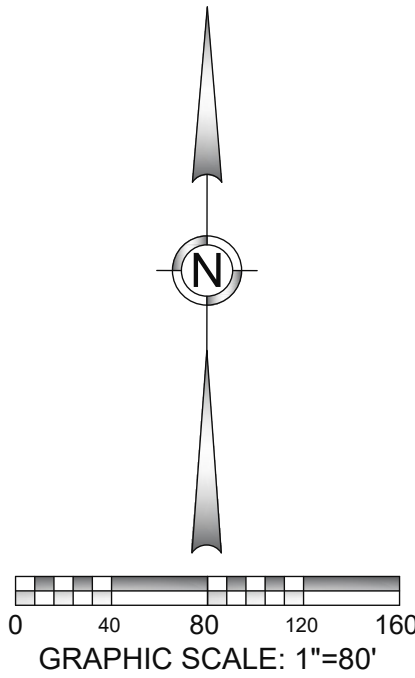
BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 27023-1 AS PER MAP FILED IN BOOK 317, PAGES 98 AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ANDREASEN ENGINEERING, INC.

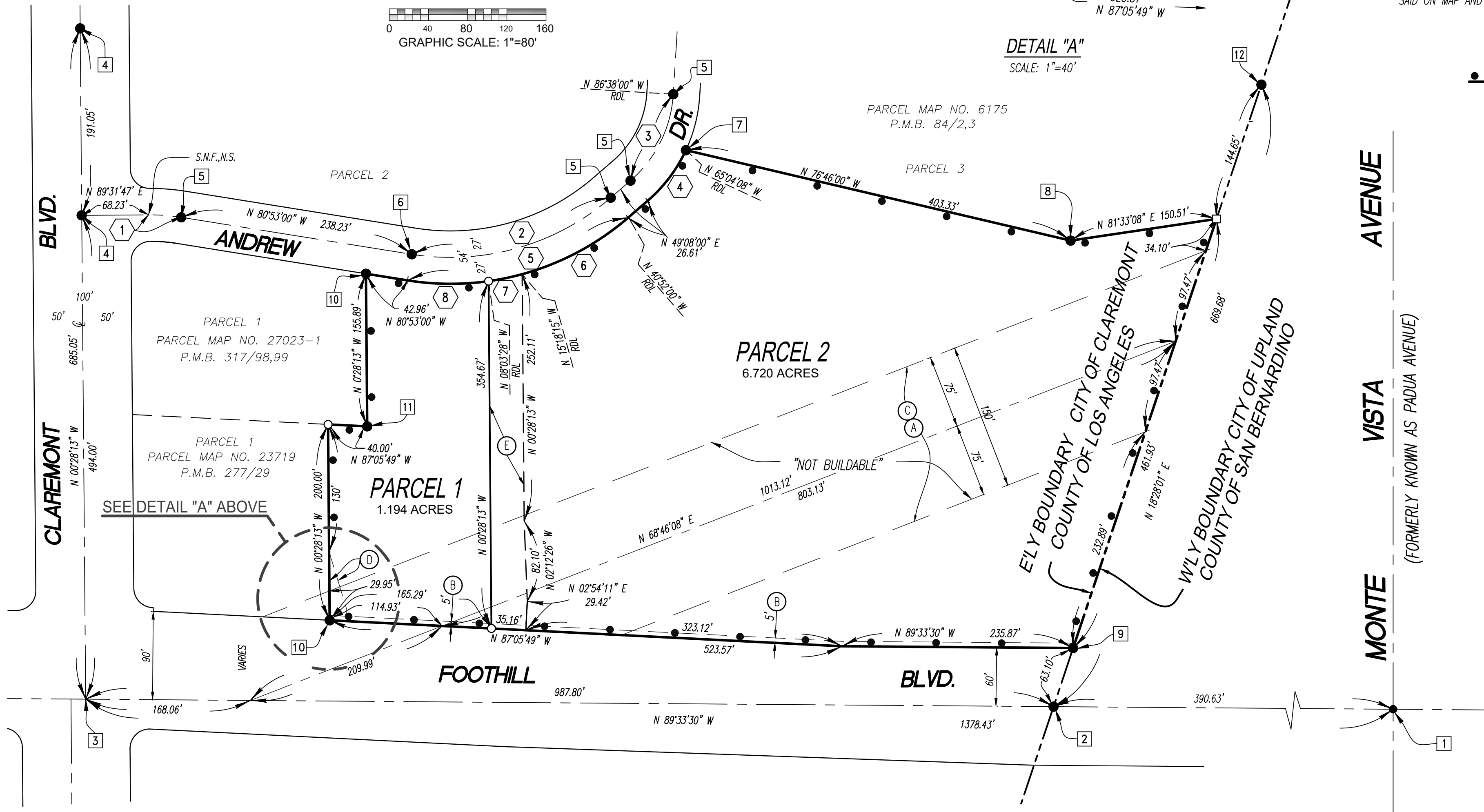
C#	RADIUS	DELTA	LENGTH	TANGENT
1	200.00'	09°35'13"	33.46'	16.77'
2	250.00'	49°59'00"	218.09'	116.53'
3	127.00'	45°36'00"	101.06'	55.39'
4	154.00'	24°12'08"	65.05'	33.02'
5	277.00'	49°59'00"	241.65'	129.12'
6	277.00'	25°33'45"	123.58'	62.84'
7	277.00'	07°14'47"	35.03'	17.54'
8	277.00'	17°10'29"	83.03'	41.83'

## BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°33'30"W OF THE CENTERLINE OF FOOTHILL BOULEVARD AS SHOWN ON PARCEL MAP NO. 6175, P.M.B. 84/2-3.



DETAIL "A"  
SCALE: 1"=40'



## EASEMENTS

- (A) AN AVIGATION EASEMENT IN FAVOR OF THE CITY OF CLAREMONT, RECORDED JUNE 19, 1997 AS INSTRUMENT NO. 97-917067, OF OFFICIAL RECORDS.
- (B) AN EASEMENT FOR SIDEWALK AND LANDSCAPING PURPOSES, IN FAVOR OF THE CITY OF CLAREMONT, AS SHOWN ON PARCEL MAP NO. 23719, RECORDED IN PARCEL MAP BOOK 277, PAGES 28 & 29.
- (C) 150 FOOT WIDE NON-BUILDABLE STRIP OF LAND PER NOTE, AS SHOWN ON PARCEL MAP NO. 23719, RECORDED IN PARCEL MAP BOOK 277, PAGES 28 & 29.
- (D) A VARIABLE WIDTH NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, IN COMMON WITH OTHERS, RECORDED JULY 7, 1997 AS INSTRUMENT NO. 97-1006306 OF OFFICIAL RECORDS.
- (E) A VARIABLE WIDTH NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, IN COMMON WITH OTHERS, RESERVED FOR THE USE AND BENEFIT OF PARCEL 1. WE ALSO HEREBY DEDICATE TO THE CITY OF CLAREMONT A PUBLIC UTILITY EASEMENT SO DESIGNATED AND SAID ON MAP AND ALL USES INCIDENTAL THERETO.

## MONUMENT NOTES:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- INDICATES FOUND MONUMENT AS NOTED
- SET 1" I.P. & TAG R.C.E. 32437 OR LEAD, TACK & TAG R.C.E. 32437 OR SPIKE & WASHER STAMPED R.C.E. 32437 TO BE SET AT ALL PROPERTY CORNERS OR IN T.C. ON P.L. PROD. UNLESS OTHERWISE NOTED.
- SEARCHED NOTHING FOUND, SET 2" I.P. TAGGED R.C.E. 32437 TO REPLACE SAME, AS SHOWN ON PARCEL MAP NO. 27023-1, M.B. 317/98-99

## MONUMENT NOTES:

- 1 FOUND 1 1/2" BRASS DISC STAMPED "LS9106" DN. 2" PER C.R. BK. 356 PG. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 2 FOUND MAG NAIL & WASHER, MARKED "L.S. 6957", FLUSH, PER P.W.F.B. 1537/380 AND ACCEPTED AS BEING ON THE CENTERLINE OF FOOTHILL BLVD. AND COUNTY LINE
- 3 NOTHING FOUND, NOTHING SET ESTABLISHED CENTER LINE INTERSECTION BY RECORD BEARING AND DISTANCE PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 4 FOUND CONCRETE NAIL PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 5 FOUND SPIKE & TIN PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 6 FOUND FOUR PUNCH MARKS ON S.M.H. RIM PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 7 FOUND 1" I.P. TAG MISSING, FLUSH, ACCEPTED AS THE N.W. PROPERTY CORNER PARCEL 2 PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 8 FOUND 1" I.P. WITH TAG STAMPED "RCE 8205", 0.6' DOWN, PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 9 FOUND 1" I.P. BENT WITH TAG STAMPED "RCE" 32437, PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 10 FOUND LEAD, TACK AND TAG STAMPED "RCE" 32437, AS BEING ON THE PROLONGATION OF THE W'LY LINE OF PARCEL 2, PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 11 FOUND LEAD, TACK AND TAG STAMPED "RCE" 32437, ACCEPTED AS PROPERTY CORNER, PER PARCEL MAP NO. 27023-1, M.B. 317/98-99
- 12 FOUND 2" I.P. MARKED MKD RCE 8205, 0.7' DOWN, PER PARCEL MAP NO. 27023-1, M.B. 317/98-99

DATE: October 28, 2024

JN3036B

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

CITY OF CLAREMONT  
207 Harvard Avenue  
P.O. Box 880  
Claremont, CA 91711  
Attn: City Clerk

---

(Space Above this Line is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Claremont and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

**MEMORANDUM OF UNDERSTANDING AND COVENANTS**

**Between CITY OF CLAREMONT and CLARE PROPERTIES, LLC.**

**For**

**Parcel Map 84585**

## **AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING AND COVENANTS ("MOU") is made this \_\_\_\_th day of \_\_\_\_, 2024, by and between the CITY OF CLAREMONT, a California municipal corporation ("City"), and CLARE PROPERTIES, LLC., a California limited liability corporation ("Clare Properties"). The City and Clare Properties are sometimes referred herein individually as a "Party" and collectively as the "Parties."

## **RECITALS**

The Parties enter into this MOU on the basis of the following facts, understanding, and intentions:

A. Clare Properties is the owner of that certain property located at 735 East Foothill Boulevard, west of the northwest corner of Monte Vista Avenue and Foothill Boulevard, APN 8307-003-066, more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Clare Properties proposes to subdivide the Property into two parcels as set forth in Parcel Map No. 84585 — Parcel 1 for the existing 1.2 acre Armstrong Garden Center ("Parcel 1") and Parcel 2 for the 6.7 acre undeveloped property ("Parcel 2").

B. Clare Properties has offered to sell Parcel 2 to the City, and subject to City Council approval of a Purchase and Sale Agreement, the City intends to purchase Parcel 2.

C. On October 15, 2024, the Claremont Planning Commission held a duly noticed public hearing on Tentative Parcel Map No. 84585, at which time all persons wishing to testify in connection with the said proposal were heard and said proposal was fully studied. After the duly noticed public hearing, the Planning Commission adopted Resolution No. 2024-10 approving Tentative Parcel Map No. 84585, subject to several conditions of approval.

D. On November 12, 2024, the City Council adopted Resolution No. 2024-\_\_ approving Final Parcel Map Number 84585 subdividing the Property into the two Parcels described above. Final Parcel Map Number 84585 depicts Parcel 1 and Parcel 2 and is attached hereto as Exhibit B and incorporated herein by this reference.

E. Typically, the City and an applicant for a final parcel subdivision map would enter a Subdivision Improvement Agreement to ensure certain conditions of approval to a tentative subdivision map are satisfied. Here, following approval and recordation of Final Parcel Map Number 84585, the City will become the owner of Parcel 2 to Parcel Map No. 84585. This MOU takes the place of a Subdivision Improvement Agreement. Through this MOU, the Parties agree that after Parcel 2 is transferred to the City, the City shall be responsible for ensuring compliance with the conditions of approval outlined below in Section 2 of this MOU prior to Development of Parcel 2 (as defined below).



F. "Development" shall mean the construction of urban land uses, including, but not limited to, construction or alteration of any structure, utilities, or other facilities; grading, deposit of refuse, debris, or fill materials, clearing and planting of vegetative cover; and any use or expansion of the use of land ("Development"). Routine repair and maintenance activities and security measures (such as installing a fence around the perimeter of Parcel 2) do not constitute Development. Sale, lease, or transfer of Parcel 2 does not constitute a Development.

**NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:**

## **SECTION 1. INCORPORATION OF RECITALS.**

The Recitals set forth above are incorporated herein by reference as if fully restated.

## **SECTION 2. COVENANTS.**

### **A. Los Angeles County Fire Department Requirements.**

All required Los Angeles County Fire Department improvements, including, but not limited to, the installation of four fire hydrants and necessary water main line extension, new installation or upgrades, may be deferred until but must be completed prior to the issuance of a building permit for Development of Parcel 2.

### **B. Development Impact Fees and Subdivision Improvement Agreement.**

Payment of Development Impact Fees and approval of a Subdivision Improvement Agreement for the completion of any applicable improvements may be deferred until but must be completed prior to the issuance of a building permit for the Development of Parcel 2. All applicable development conditions of approval and City and State requirements for the completion of public improvements including, but not limited to, public streetlights, sidewalks, American with Disabilities Act ramps, and landscaping may be deferred until but must be completed prior to the issuance of a building permit for Development of Parcel 2.

### **C. Will-Serve Letters.**

At the time of Development, the applicant shall obtain "Will-serve" letters from utilities, including gas, water, electric, cable, TV, and telephone, and the applicant shall contact the individual utility companies to coordinate the installation of said utilities.

**D. Letters of Non-Interference.**

At the time of Development, the applicant shall obtain letters of non-interference from any utility company that may have rights of easement within the boundaries of Parcel 2, as well as a description of the types and locations of all underground utilities.

**SECTION 3. BINDING ON SUCCESSORS; COVENANTS RUN WITH THE LAND; CONSENT TO RECORD MOU AGAINST PROPERTY.**

The provisions of this MOU shall constitute covenants which shall run with the land comprising Parcel 2 for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

The City covenants that it shall not transfer Parcel 2 to an agent, assign, transferee, grantee, lessee, or subsequent purchaser (collectively, "transferee") without notice to the transferee of the covenants set forth in this MOU. In order to impart constructive notice of this restriction, the Parties agree that the City shall record this MOU against Parcel 2, and each Party consents to such recordation.

The City further covenants that it shall not transfer Parcel 2 to a successor in interest unless that successor covenants that he, she, they or it and his, her, their or its successors in interest shall not transfer Parcel 2 to a transferee without providing notice of the covenants set forth in this MOU.

The City may enter a Subdivision Improvement Agreement or similar agreement that transfers the covenants of this MOU to a third party, such as a purchaser, lessee, or developer of Parcel 2. Once the covenants set forth in Section 2 of this MOU are transferred to a new party, the City may unilaterally terminate this MOU and file the appropriate document(s) to remove this MOU from title to Parcel 2.

Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of Parcel 2 is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this MOU is contained in the instrument by which such person acquired an interest in Parcel 2.

**SECTION 5. NOTICES.**

Any notice, request, approval or other communication to be provided under this MOU shall be in writing and provided by personal service or a form of express mail or service and addressed to:

If to City:

City of Claremont  
P.O. Box 880  
Claremont, CA 91711  
Attention: Director of Community Development

If to Clare Properties:

Clare Properties  
10940 Wilshire Blvd., Suite 1960  
Los Angeles, CA 90024  
Attention: Director of Real Estate and Development

Any entity listed above may change its address for receipt of notices, requests, approvals or other communications by providing written notice of the same and new mailing and service address to the other entities listed above.

#### **SECTION 6. SEVERABILITY.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or section of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

#### **SECTION 7. AUTHORITY TO EXECUTE.**

Each Party warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this MOU, (iii) by so executing this MOU, it is formally bound to the provisions of this MOU, (iv) its entering into and performance of its obligations set forth in this MOU does not violate any provision of any other agreement to which it is bound, and (v) there is no existing or threatened litigation or legal proceeding of which the Party is aware which could prevent the Party from entering into or performing its obligations set forth in this MOU.

#### **SECTION 8. COUNTERPARTS.**

This MOU may be executed simultaneously or in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same MOU.

[SIGNATURES FOLLOW ON NEXT PAGE]



IN WITNESS WHERE OF, the Parties have entered into this MOU as of the date first written above.

CITY OF CLAREMONT

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

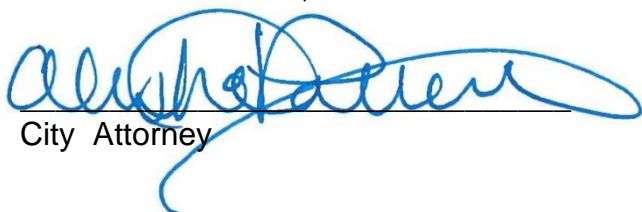
Adam Pirrie, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

  
\_\_\_\_\_  
City Attorney

CLARE PROPERTIES LLC,

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

Name: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property Prior to Subdivision**

THE LAND REFERRED TO HEREIN IS SITUATION IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 PARCEL MAP NO. 27023-1, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 317, PAGES 98 AND 99, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8307-003-066

## **EXHIBIT B**

### **Final Parcel Map Number 84585**

THE LAND REFERRED TO HEREIN IS SITUATION IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 8458