

RESOLUTION NO. 2021-24**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING THE FINAL TRACT MAP NO. 82123**

WHEREAS, the Subdivider of Tract Map No. 82123 has presented for approval of the City Council of the City of Claremont the final map of said parcels; and

WHEREAS, the City Engineer has determined that Tract Map No. 82123 satisfies the requirements of the City's Subdivision Ordinance, set forth in Title 17 of the Claremont Municipal Code; and

WHEREAS, the Subdivider desires the City Council to approve Tract Map No. 82123.

NOW THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. That the final map of Tract Map No. 82123, as submitted by the subdivider, conforms to the requirements of the City's Subdivision Ordinance, set forth in Title 17 of the Claremont Municipal Code with the submittal of certain Deferral Agreements and is hereby accepted and approved.

SECTION 2. That the proper officials of the City of Claremont are hereby instructed to endorse the acceptance of said City upon said map, subject to the following requirements and conditions:

1. Acceptance of funds deposited for Faithful Performance of the construction of certain Public Improvements for Tract Map No. 82123 in the amount seven hundred forty seven thousand, one hundred and eighty four dollars (\$747,184.00) as described in that certain Agreement for Completion of Public Improvements executed by the subdivider and attached hereto as Exhibit A; and
2. Acceptance of funds deposited to ensure payment for Labor and Materials for the construction of certain Public Improvements for Tract Map No. 82123 in the amount of seven hundred forty seven thousand, one hundred and eighty four dollars (\$747,184.00) as described in that certain Agreement for Completion of Public Improvements executed by the subdivider and attached hereto as Exhibit A; and
3. Acceptance of improvement security in the amount of five thousand dollars (\$5,000.00) securing payment for the placement of survey monuments as required on the final map; and
4. Acceptance of funds deposited to ensure the construction of a traffic signal at Indian Hill Boulevard and Colby Circle for TR 82123 in the amount of five hundred thousand Dollars (\$500,000.00) as described in that certain Deferred

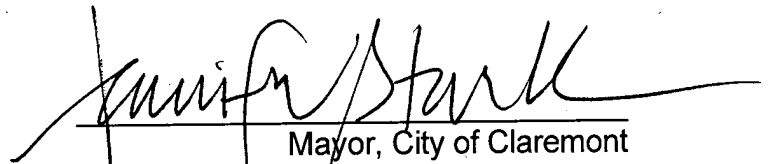
Improvement Agreement Tentative Tract Map No. 82123 and attached hereto as Exhibit B; and

5. Acceptance of the Agreement to Defer Completion of Certain Conditions of Approval for Tentative Tract Map No. 82123 between the City of Claremont and Claremont Development, LLC and attached hereto as Exhibit C; and

SECTION 3. The City Council hereby approves the Agreement for Completion of Public Improvements as shown in Exhibit A, Deferred Improvement Agreement Tentative Tract Map No. 82123 as shown in Exhibit B and Agreement to Defer Completion of Certain Conditions of Approval For Tentative Tract Map No. 82123 as shown in Exhibit C and directs the City Clerk to record the original in the Official Records of Los Angeles County.

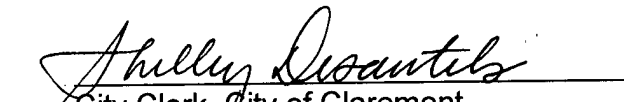
SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 8th day of June, 2021.



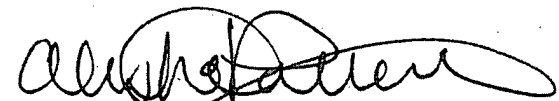
Mayor, City of Claremont

ATTEST:



City Clerk, City of Claremont

APPROVED AS TO FORM:




City Attorney, City of Claremont

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

I, Shelley Desautels, City Clerk of the City of Claremont, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2021-24 was regularly adopted by the City Council of said City of Claremont at a regular meeting of said Council held on the 8th day of June, 2021, by the following vote:

AYES:	COUNCILMEMBERS:	CALAYCAY, LEANO, MEDINA, STARK
NOES:	COUNCILMEMBERS:	NONE
ABSTENSIONS:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	REECE



City Clerk of the City of Claremont

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Claremont
207 Harvard Ave.
Claremont, CA 91711
Attention: City Clerk

Exempt Recording Fee
Pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 82123

between

THE CITY OF CLAREMONT
a California municipal corporation

and

Claremont 96 Development LLC, a Delaware limited liability company

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 82123
CLAREMONT 96 DEVELOPMENT AND THE CITY OF CLAREMONT**

I. PARTIES AND DATE.

This Agreement is entered into as of this 8th day of June 2021 ("Date of Execution") by and between the City of Claremont, a California municipal corporation ("City") and Claremont 96 Development, with its principal office located at 895 Dove Street, Suite 400, Newport Beach, CA 92660 ("Subdivider"). City and Subdivider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. Subdivider is the owner of certain real property located at 511 Colby Circle within the City of Claremont, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter "Property"). The Property is generally two parcels of land located on the north and south side of Colby Circle, between Indian Hill Boulevard and the Colby Circle knuckle.

B. The Property is part of the Old School House/Claremont Inn Specific Plan (Specific Plan 9). The City Council for the City of Claremont ("City Council") approved this Specific Plan (through the adoption of Ordinance No. 2007-01). Pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) ("CEQA") and State CEQA Guidelines (14 C.C.R. §§ 15000 et seq.), the City Council certified a mitigated negative declaration ("MND") for the Specific Plan and corresponding zone change (State Clearinghouse #2006101134) to analyze all potential adverse environmental impacts of the Specific Plan. (See City Council Resolution No. 2006-69, adopted December 12, 2006.) In connection of its approval of Tentative Tract Map #73078, the City Council later approved an addendum to the MND ("Addendum"). (See City Council Resolution No. 2017-45, adopted July 11, 2017.)

C. Pursuant to the Subdivision Map Act (Gov. Code § 66410 et seq.) ("Map Act") and the City's Subdivision Ordinance (Title 17 to the Claremont Municipal Code ["CMC"]) ("Subdivision Ordinance"), on September 8, 2020, the City Council approved Resolution 2020-66, which approved Tentative Tract Map No. 82123 ("TTM #82123") for the 96-unit Colby Neighborhood Townhomes in the Specific Plan Area (the "Project"). TTM #82121 and Resolution No. 2020-66 are on file with the City Clerk and are incorporated herein by reference.

D. The City Council approved TTM #82123 subject to conditions of approval that are set forth in Section 6 of Resolution 2020-66 ("Conditions"). Per Condition No. 2, the City Council's approval of TTM #82123 is also subject to the mitigation measures in the MND and Addendum for the Specific Plan ("Mitigation Measures"). The Mitigation Measures and Conditions are attached to City Council Resolution Nos. 2006-69 and 2020-60, respectively, which are on file with the City Clerk and incorporated herein by reference.

E. Subdivider has not completed all of the work or made all of the public improvements required by the Map Act, the Subdivision Ordinance, the Conditions, and other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

F. Pursuant to Chapter 17.212 of the CMC and Section 66411.1(b) of the California Government Code, Subdivider and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for TTM #82123.

G. Subdivider has submitted to the City a Final Map for the Project (hereinafter "Final Map"). The Final Map will be presented to the City Council for its consideration at the same time as a proposed Deferred Improvement Agreement, a proposed Agreement to Defer Completion of Certain Conditions of Approval, and this Agreement.

H. Subdivider's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all the following conditions are satisfied: (a) Subdivider provides City the security of the type and in the amounts required by this Agreement, (b) the Los Angeles County Fire Department approves the Final Map, and (c) the Final Map and this Agreement are both recorded in the Recorder's Office of the County of Los Angeles. The Final Map shall not be recorded unless and until it is approved by the Los Angeles County Fire Department. If the Final Map is approved by the Los Angeles County Fire Department, then Subdivider shall record the Final Map and this Agreement within twenty (20) working days after that approval. If all of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Subdivider.

1.1 Incorporation of Recitals. The Recitals are true and are incorporated herein by reference.

2.0 Public Improvements. Subdivider shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of TTM #82123, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Subdivider for TTM #82123 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Subdivider shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Subdivider further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Subdivider agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Subdivider shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Subdivider's obligations under this Agreement. Subdivider shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Subdivider. Prior to commencing any work, Subdivider shall file a written statement with the City Clerk and the City Engineer, signed by Subdivider and each utility which will provide utility service to the Property, attesting that Subdivider has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Subdivider is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Subdivider from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Subdivider and its contractors, if any, shall perform all work required to construct Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Subdivider represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Subdivider warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires modification or alteration in the Public Improvements, Subdivider shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Subdivider's surety for this Agreement.

2.7 Additional Public Improvements. The additional public improvements should be those set forth in Exhibit B.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Subdivider at all times prior to City's acceptance of the Public Improvements. Subdivider shall maintain all the Public Improvements in a state of good repair until they are completed by Subdivider and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Subdivider's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Subdivider fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Subdivider and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Subdivider shall fully and adequately complete or have completed the Public Improvements within twelve (12) months after the Date of Execution.

4.1 Extensions. City may, in its sole and absolute discretion, provide Subdivider with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Subdivider and its surety consent in advance to any extension of time as may be given by City to Subdivider, and waives any and all right to notice of such extension(s). Subdivider's acceptance of an extension of time granted by City shall constitute a waiver by Subdivider and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Subdivider, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Subdivider, and to require adjustments thereto when warranted according to City's reasonable discretion.

5.0 Grading. Subdivider agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of TTM #82123 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 13.0 et seq. of this Agreement.

6.0 Utilities. Subdivider shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within TTM #82123 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such

services. Except for commercial or industrial properties, Subdivider shall also provide cable television facilities to serve each parcel, lot, or unit of land within TTM #82123 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Subdivider shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to TTM #82123.

8.0 City Inspection of Public Improvements. Subdivider shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Subdivider neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Subdivider to be in default or violation of this Agreement and make written demand upon Subdivider or its surety, or both, to immediately remedy the default or violation ("Notice"). Subdivider shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Subdivider shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Subdivider and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Subdivider and its surety, without the necessity of giving any further notice to Subdivider or surety. City's right to take such actions shall in no way be limited by the fact that Subdivider or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Subdivider or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Subdivider or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or

equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

10.0 Administrative Costs. If Subdivider fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Subdivider fails to comply with any other obligation contained herein, Subdivider and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Subdivider and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City shall be authorized to accept the Public Improvements. The City may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Subdivider's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Subdivider shall file with the Recorder's Office of the County of Los Angeles a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Subdivider provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Subdivider hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Subdivider shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Subdivider and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Subdivider and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Subdivider from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Subdivider's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Subdivider shall provide City with surety bonds in the amounts and under the terms set forth below ("Security").

The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Subdivider shall adjust the Security in the amount requested by City. Subdivider's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Subdivider's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Subdivider is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Subdivider's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Subdivider shall provide City a faithful performance bond in the amount of **Seven Hundred Forty-Seven Thousand and One Hundred Eighty-Four Dollars (\$ 747,184.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated. The City may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Subdivider is not in default on any provision of this Agreement or condition of approval for Tract Map no. 82123, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. To guarantee the Public Improvements during the Warranty period, the Subdivider shall maintain 15% of the security initially provided under this section, which shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Subdivider is not in default on any provision of this Agreement or condition of approval for TTM #82123.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Subdivider shall provide City a labor and materials bond in the amount of **Seven Hundred Forty-Seven Thousand and One Hundred Eighty-Four Dollars (\$ 747,184.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Subdivider or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Subdivider and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of

City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. If Subdivider's field survey for TTM #82123 necessitates setting monuments under Sections 66428 and 66495 of the Map Act ("Subdivision Monuments"), then prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all Subdivision Monuments in compliance with the City's Municipal and/or Development Code, Subdivider shall deposit cash with City in the amount of **Five Thousand Dollars (\$5,000.00)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Subdivider is not in default of any provision of this Agreement or condition of approval for TTM #82123.

15.0 Lien. To secure the timely performance of Subdivider's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, Subdivider hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Subdivider's default on those obligations for which security has been provided pursuant to Sections 13.0 et seq. and 14.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

16.0 Indemnification. Subdivider shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Subdivider, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Subdivider's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17.0 Insurance.

17.1 Types; Amounts. Subdivider shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Subdivider and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Subdivider and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than **\$1,000,000** per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto or vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Subdivider and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than **\$1,000,000** per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than **\$1,000,000** per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Subdivider and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Subdivider or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Subdivider and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Subdivider and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best's rating of no less than A:VIII.

18.0 Signs and Advertising. Subdivider understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Subdivider hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Subdivider and its surety. Subdivider and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, Tract Map no. 82123, nor any other related map, entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Subdivider. Subdivider's contractors and subcontractors are exclusively and solely under the control and dominion of Subdivider. Nothing herein shall be deemed to make Subdivider or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Subdivider include all personnel, employees, agents, and subcontractors of Subdivider, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Claremont
207 Harvard Avenue
Claremont, CA 91711

Attn: City Clerk

DEVELOPER:

Claremont 96 Development, LLC
895 Dove Street, Suite 400
Newport Beach, CA 92660

Attn: Rick Puffer

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Subdivider of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Subdivider agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Subdivider shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Subdivider from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other

court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Subdivider expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

CITY OF CLAREMONT
A Municipal Corporation

SUBDIVIDER:

By: 

Claremont 96 Development, LLC

By: _____

Jennifer Stark
Mayor of the City of Claremont

By: _____

Owner

By: _____

Owner

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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.

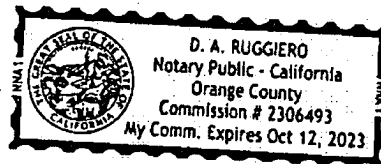
State of California)
County of ~~Los Angeles~~ Orange

On June 3, 2021, before me, D.A. Ruggiero, Notary Public, personally appeared Rick Puffer, who proved to be on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 they/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 D.A. Ruggiero (Seal)



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, _____, Notary Public, personally appeared _____, who proved to be 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 they/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 _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT MAP NO. 82123

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

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF COLBY CIRCLE PER PARCEL MAP NO. 8421, FILED IN BOOK 93 PAGES 78 AND 79 OF PARCEL MAPS, TOGETHER WITH LOT 4 OF TRACT MAP NO. 73078, FILED IN BOOK 1413, PAGES 57 THROUGH 60, INCLUSIVE, OF MAPS, BOTH IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT MAP NO. 82123

Subdivider shall construct public improvements per the following approved plans:
Improvement Plans R 02-2015

Public Improvements include, but are not limited to:

- Street improvements
 - Street restoration
 - Drive approach
 - Handicap ramps
 - Street trees
 - Landscaping & Irrigation
 - Street Lights
 - Curb and Gutter
 - Sidewalk
- Grading and drainage structures in public and private easements
- Undergrounding of new and existing utility lines

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT MAP NO. 82123

As evidence of understanding the provisions contained in this Agreement, and of the Subdivider's intent to comply with same, the Subdivider has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 747,184.00

Surety: _____

Attorney-in-fact: _____

Address: _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 747,184.00

Surety: _____

Attorney-in-fact: _____

Address: _____

CASH MONUMENT SECURITY: \$ 5,000.00

Amount deposited per Cash Receipt No. _____ Date: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Claremont
207 Harvard Ave.
Claremont, CA 91711
Attention: City Clerk

Exempt Recording Fee
Pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF CLAREMONT
DEFERRED IMPROVEMENT AGREEMENT
TENTATIVE TRACT MAP #82123

This DEFERRED IMPROVEMENT AGREEMENT ("Agreement") is made and entered into as of June 8, 2021 ("Effective Date") by and between the City of Claremont, a municipal corporation of the State of California ("City") and Claremont 96 Development, LLC, a Delaware limited liability company ("Subdivider"). City and Subdivider are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Subdivider is the owner of certain real property located at 511 Colby Circle within the City of Claremont, and more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by reference ("Property"). The Property is generally two parcels of land located on the north and south side of Colby Circle, between Indian Hill Boulevard and the Colby Circle knuckle.

B. The Property is part of the Old School House/Claremont Inn Specific Plan (Specific Plan 9). The City Council for the City of Claremont ("City Council") approved this Specific Plan (through the adoption of Ordinance No. 2007-01). Pursuant to the California Environmental Quality Act (Pub. Res. Code § 21000 *et seq.*) ("CEQA") and State CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), the City Council certified a mitigated negative declaration ("MND") for the Specific Plan and corresponding zone change (State Clearinghouse #2006101134) to analyze all potential adverse environmental impacts of the Specific Plan. (See City Council Resolution No. 2006-69, adopted December 12, 2006.) In connection of its approval of Tentative Tract Map #73078, the City Council later approved an addendum to the MND ("Addendum"). (See City Council Resolution No. 2017-45, adopted July 11, 2017.)

C. Pursuant to the Subdivision Map Act (Gov. Code § 66410 *et seq.*) and the City's Subdivision Ordinance (Title 17 to the Claremont Municipal Code), on September 8, 2020, the City Council approved Resolution 2020-66, which approved Tentative Tract Map #82123 ("TTM #82123") for the 96-unit Colby Neighborhood Townhomes in the Specific Plan Area (the "Project"). TTM #82121 and Resolution No. 2020-66 are on file with the City Clerk and are incorporated herein by reference.

D. The City Council approved TTM #82123 subject to conditions of approval that are set forth in Section 6 of Resolution 2020-66 ("Conditions"). Per Condition No. 2, the City Council's approval of TTM #82123 is also subject to the mitigation measures in the MND and Addendum for the Specific Plan ("Mitigation Measures"). The Conditions and Mitigation Measures are attached hereto as Exhibits "B" and "C" respectively, and incorporated herein by reference.

E. Mitigation Measure K obligates Subdivider to provide financial security for the construction of a traffic signal at the intersection of Indian Hill Boulevard and Colby Circle ("Improvements"). Conditions 7.m, 7.n and 7.o require that, prior to the approval and recordation of the final map, Subdivider must enter into an agreement with the City and post security in a form acceptable to the City Engineer and based on designed improvement plans and cost estimates guaranteeing the construction of a traffic signal at Indian Hill Boulevard and Colby Circle.

F. Subdivider and City desire to fund the Improvements and satisfy Mitigation Measure K and Conditions 7.m, 7.n and 7.o through this Agreement.

G. The Parties agree that the estimated cost of the Improvements ranges from two hundred eighteen thousand, nine hundred fifty-five dollars (\$218,955) ("Minimum Estimated Cost") to five hundred thousand dollars (\$500,000) ("Maximum Estimated Cost"), depending on, inter alia, land acquisition costs and City staff administration time.

H. Subdivider has submitted to the City a Final Map for the Project (hereinafter "Final Map"). The Final Map will be presented to the City Council for its consideration at the same time as a proposed Subdivision Improvement Agreement, a proposed Agreement to Defer Completion of Certain Conditions of Approval, and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subdivider and the City hereto agree as follows:

1. Subdivider's Obligations

- a. **Compliance with Mitigation Measures and Conditions.** Subdivider shall comply with all requirements of Mitigation Measure K and Conditions 7.m, 7.n, and 7.o.
- b. **Security.** Prior to Final Map approval and recordation of the Final Map, Subdivider shall furnish to City a good and sufficient cash bond, or other acceptable security (such as a letter of credit) if approved by the City Engineer, in substantially the form authorized by the City Standard Conditions and Government Code Sections 66499.1 and 66499.2, or in another form acceptable to the City Engineer and the City Attorney, in the amount of one hundred (100) percent of the Maximum Estimated Cost of the Improvements

as set forth above (\$500,000), to assure faithful performance of this Agreement in regards to the Improvements ("Security"). The surety for such Security shall be authorized to do business in California and shall be satisfactory to the City, in the City's sole direction.

The amount of the Security required hereunder is based upon an approximation of the maximum costs, fees, and expenses to construct a traffic signal at the intersection of Indian Hill Boulevard and Colby Circle, including but not limited to, land acquisition, preliminary engineering and design, construction, construction engineering, and City staff administrative time. Subdivider has not provided a fully engineered plan for the traffic signal. As a result, the approximation of the maximum costs, fees and expenses is based on typical installations and estimating unknown factors. As part of the obligation secured by the surety and in addition to the face amount of the Security, the surety shall also secure the administrative costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. These expenses, fees and costs shall be taxed as costs and included in any judgement rendered.

The surety shall stipulate and agree that no change, extension of time, alteration or addition to the terms of the Agreement or the Improvements shall in any way affect its obligation on the security. In addition, the surety shall waive notice of any change, extension of time, alteration or addition to the terms of this Agreement.

If the Security has an expiration, termination, and/or nonrenewal provision, the surety shall stipulate and agree that, on prior to the thirtieth (30th) day before the Security expires, terminates, and/or does not renew (collectively referred to hereafter as "expires" or "expiration"), the City may draw down on the full amount of the Security (\$500,000) by presenting a drawing request to the surety. The City agrees that it shall not present a drawing request if the Subdivider provides the City with replacement Security that complies with the requirements of this Agreement on or prior to the sixtieth (60th) day before the expiration of the security.

At least (60) days prior to the expiration of the Security, Subdivider shall either: (1) provide replacement Security that complies with the requirements of this Agreement, Mitigation Measure K, and Conditions 7.m, 7.n, and 7.o; or (2) notify the City of the City's right to present a drawing request for the Security that is due to expire. Such notice shall be personally served on the City to the attention of the City Manager, with a copy to the City Attorney, shall be conspicuously marked "URGENT," and shall specify in bold, underlined, conspicuous font the deadline by which the City must present the surety with a drawing request for the security that is due to expire. The City may retain the proceeds of the Security in lieu of replacement Security and use those proceeds in accordance with the terms of this Agreement. If the City exercises its right to draw on Security prior to its expiration, Subdivider

shall reimburse City for any reasonable costs that City incurs in so presenting the drawing request for payment.

If the City determines a traffic signal is needed at the intersection of Indian Hill Boulevard and Colby Circle before the conclusion of the five-year bonding period, the Subdivider must maintain its Security for the Maximum Estimated Cost until construction of the Improvements is completed to the satisfaction of the City Engineer.

- c. **Potential Construction of Traffic Signal.** Subdivider agrees that, if the City determines a traffic signal is needed at the intersection of Indian Hill Boulevard and Colby Circle before the conclusion of the five-year bonding period, Subdivider shall construct or cause to be constructed, at Subdivider's sole cost, expense and liability, a traffic signal at the intersection of Indian Hill Boulevard and Colby Circle to the satisfaction of the City Engineer. Subdivider shall cause plans to be drawn for the traffic signal, and such plans shall be approved by the City Engineer prior to commencement of any construction activities. Subdivider agrees to pay all fees and expenses associated with construction of the traffic signal at the intersection of Indian Hill Boulevard and Colby Circle, including but not limited to, costs associated with any necessary land acquisition or right-of-way costs, City staff administration time, City plan check, report review, engineering, inspection and testing services, or other service fees rendered or required.

Subdivider hereby acknowledges and agrees that if the traffic signal at the intersection of Indian Hill Boulevard and Colby Circle is needed, Subdivider shall be solely responsible for completing construction of the traffic signal in a timely manner, as determined by the City Engineer. If during the course of construction of the traffic signal, the City determines that alterations are necessary, Subdivider shall undertake such design and/or construction changes at its sole cost and expense as may be reasonably required by the City. Any and all alterations in the plans and specifications of the traffic signal may be accomplished without first giving prior notice thereof to Subdivider's surety for purposes of this Agreement.

Subdivider agrees that if the traffic signal at the intersection of Indian Hill Boulevard and Colby Circle is needed, it shall be engineered, constructed and completed in a skillful and workmanlike manner in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is commenced. Subdivider warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, including a City Business License, and

that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

Subdivider agrees that if the traffic signal at the intersection of Indian Hill Boulevard and Colby Circle is not completed to the satisfaction of the City Engineer within three (3) years of the required five-year bonding period, the City may use the Security to construct the traffic signal or cause the traffic signal to be constructed, and if the actual costs of the traffic signal exceed the Maximum Estimated Cost (\$500,000), Subdivider shall pay the full actual costs.

- d. **City Right of Access.** For the purpose of assuring compliance with this Agreement, Subdivider grants the City, its employees, independent contractors, agents and assigns, the license to enter the Property, and guarantees the City's right to reasonable access for the purpose of : (i) inspecting the progress of the Improvements throughout the term of this Agreement; and (ii) completing Improvements in the event of Default (as defined below). City will use good faith efforts to minimize any interference that the City's entry may have upon the Subdivider. The license to enter, inspect, and complete the Improvements shall remain valid until the Improvements are completed to the satisfaction of the City. The ability of the City to enter the Property and complete the Improvements is of particular concern to the City, and it is because of this license the City has agreed to enter into this Agreement.

2. City's Obligations

- a. **Review of Traffic Conditions.** In accordance with Mitigation Measure K and Conditions 7.m, 7.n, and 7.o, the City Engineer will review conditions at the intersection of Indian Hill Boulevard and Colby Circle during the halfway point of the five year bonding period and near the end of the five year bonding period to assess whether a traffic signal is necessary based on traffic warrants and engineering judgement.
- b. **Release of Security.** City agrees that if either: (i) the traffic signal warrants and the engineering judgement of the City Engineer deems the traffic signal at the intersection of Indian Hill Boulevard and Colby Circle is not necessary at the conclusion of the five-year bonding period; or (ii) the City determines a traffic signal is necessary, and the traffic signal is constructed to the satisfaction of the City Engineer, then the City shall release any remaining amount of the Security to the Subdivider.

3. Term of Agreement

Subdivider and City expressly acknowledge and agree that this Agreement shall continue in full force and effect until the Improvements have been completed and accepted in writing by the City.

4. Default by Subdivider

In the event Subdivider fails to timely perform any obligation hereunder ("Default"), Subdivider and its surety agree to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorneys' fees. At any time after such Default, City may make a written demand upon Subdivider or its surety, or both, to immediately remedy or cure any such default ("Default Notice"). If the Default is not cured, or if Subdivider has not taken steps to commence to cure the Default within thirty (30) days of such Default Notice, City may then conduct any remedial activity in its sole and absolute discretion it believes is required to remedy the Default. All such work or remedial activity shall be at the sole and absolute expense, liability, and obligation of Subdivider and its surety, without the necessity of giving any further notice Subdivider or its surety. City's right to take such actions shall in no way be limited by the fact that Subdivider or its surety may have constructed any, or none, of the required Improvements at the time of the Default Notice. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Subdivider or its surety to cease in order to allow adequate coordination by the City.

5. No Waiver

The City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right of privilege provided herein, or City's waiver of any breach hereunder, shall not relive the Subdivider of any of its obligations hereunder. The foregoing shall be true whether the City's actions are intentional or unintentional. Subdivider agrees to waive, as a defense, counterclaim or setoff, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of the City with regards to the authorization, execution or performance of the Improvements or this Agreement.

6. Binding on Successors; Obligations Run with the Land; Consent to Record Agreement Against the Property

The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property 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.

Subdivider covenants that it shall not transfer the Property to an agent, assign, transferee, grantee, lessee, or subsequent purchaser (collectively, "transferee") without notice to the transferee of the covenants set forth in this Agreement. In order to impart constructive notice of this restriction, Subdivider agrees that the City shall record this Agreement against the Property, and Subdivider consents to such recordation.

Subdivider further covenants that it shall not transfer the Property 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 the Property to a transferee without providing notice of the covenants set forth in this Agreement.

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

7. Third Party Legal Action

Subdivider shall defend, indemnify, and hold harmless the City and its officials, officers, employees, and agents ("Indemnified Parties") from and against any claim, action, or proceeding against the Indemnified Parties to attack, set aside, void, or annul an approval by the City relating to the Project, including, without limitation, an action by an advisory agency, appeal board, or legislative body concerning this Agreement. This defense and indemnification shall include the payment of all legal costs incurred on behalf of the City in connection with the application, and the defense of any claim, action or proceeding challenging the approval. The City will promptly notify Subdivider of any claim, action, or proceeding and will cooperate fully in the defense.

In the event a legal challenge to this Agreement or any related discretionary approval is successful, and an award of damages, attorney fees, and/or costs is made to the challenger, Subdivider shall be responsible to pay the full amount of such an award.

8. Notices

Any notice, request, approval or other communication to be provided under this Agreement shall be in writing and provided by personal service or prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:
City of Claremont
Community Development Department
207 Harvard Ave.
Claremont, California 91711
Attn: City Engineer

To Subdivider:
Claremont 96 Development
895 Dove Street, Suite 400
Newport Beach, CA 92660

Attn: Rick Puffer, Vice President-
Development

9. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement 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 Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

10. Authority to Execute

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

The City and Subdivider represent and warrant to each other that the individuals executing this Agreement that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Subdivider and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11. Governing Law & Venue

The laws of the State of California shall govern the interpretation of this Agreement. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Los Angeles.

12. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13. Integration

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

14. Third Party Beneficiaries

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15. Attorneys' Fees

In any action or proceeding arising out of this Agreement, the prevailing Party therein shall be entitled to recover from the other Party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication costs and other expenses incurred by the prevailing Party in connection therewith, at trial and all appellate proceedings. In any legal action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees not to exceed the amount of fees, costs, and expenses incurred by the City Attorney's Office in connection with that action.

16. Counterparts

This Agreement 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 Agreement.

17. Amendment

This Agreement may be amended at any time by the mutual consent of the Parties by a written instrument signed by both Parties.

IN WITNESS WHEREOF the Parties do hereby agree to the full performance of the terms set forth herein.

City of Claremont,
a municipal corporation

By: Jennifer Stark
Title: MAYOR
Date: _____


Attest:

By: Shelley Desautels
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Alisha Patterson
Title: CITY ATTORNEY

Claremont 96 Development, LLC,
a California limited liability company


By: RICK PUFFER
Title: VICE PRESIDENT
Date: JUNE 2ND 2021

By: _____
Title: _____
Date: _____

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~~ Orange)

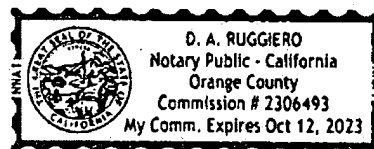
On June 3, 2021, before me, D.A. Ruggiero,
(insert name and title of the officer)

Notary Public, personally appeared Rick Puffer,
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 DARuggiero



(Seal)

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, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

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, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

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, _____
(insert name and title of the officer)

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.

Signature _____

(Seal)

State of California)
County of Los Angeles)

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.

WITNESS my hand and official seal.

(Seal)

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

BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF COLBY CIRCLE PER PARCEL
MAP NO. 8421, FILED IN BOOK 93 PAGES 78 AND 79 OF PARCEL MAPS, TOGETHER
WITH LOT 4 OF TRACT MAP NO. 73078, FILED IN BOOK 1413, PAGES 57 THROUGH 60,
INCLUSIVE, OF MAPS, BOTH IN THE OFFICE OF THE LOS ANGELES COUNTY
RECORDER.

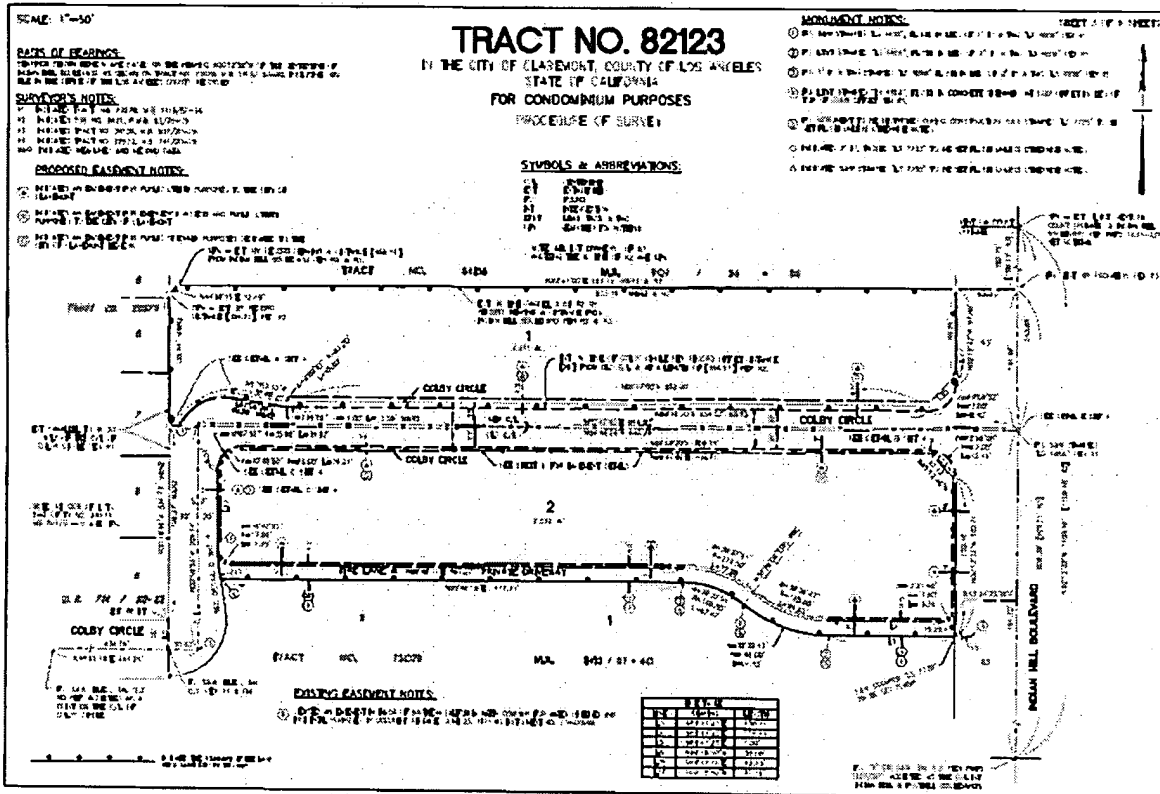


EXHIBIT B

RESOLUTION NO. 2020-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT APPROVING TENTATIVE TRACT MAP #82123 FOR THE 96-UNIT COLBY NEIGHBORHOOD TOWNHOMES AT THE OLD SCHOOL HOUSE/CLAREMONT INN SPECIFIC PLAN AREA – APPLICANT- INTRACORP HOMES/RICK PUFFER

WHEREAS, the applicant is requesting approval of an application for Tentative Tract Map #82123 (“Project”) covering the lots on each side of the east-west portion of Colby Circle, immediately west of Indian Hill Boulevard and north of the Old School House mixed-use site; and

WHEREAS, the City’s General Plan designates the Project site as Mixed-Use, and the zoning designation is Specific Plan 9 (Old School House/Claremont Inn Specific Plan) (the “Specific Plan”). The Specific Plan was adopted in 2006, along with a Mitigated Negative Declaration (“MND”) and an Addendum adopted in 2017 and covers a 21-acre area situated at the northwest corner of the intersection of Foothill and Indian Hill Boulevards.

WHEREAS, the Specific Plan allows for several major improvements, including the construction of the Colby Neighborhood Townhomes, a 96-unit, two- to three-story townhome project with attached 2-car garages and 48 guest spaces covering 4.95 acres of the Specific Plan area; and

WHEREAS, Claremont’s Inclusionary Housing Ordinance requires for-sale residential developments of seven or more units to provide a minimum 15 percent of all newly-constructed dwelling units at an affordable rate (low- or moderate income), or pay an in-lieu fee, when applicable. Density Bonus Law also mandates that development projects that incorporate affordable housing are entitled to a density bonus, and other incentives to enable the construction of affordable housing. The Specific Plan states that a total of 126 housing units would be developed, including 96 units in the Colby Neighborhood Townhomes project and 30 units in the condominium project in the Old School House mixed-use site. Fifteen percent of 126 units equates to 19 units that must be classified as “inclusionary units” which must be offered and sold to Moderate Income Households at an affordable housing cost. The City will verify tenant incomes to maintain the affordability of the inclusionary units. The Specific Plan approved the units to be scattered in the condominiums planned for the Colby Neighborhood Townhomes (three inclusionary units) and the 30-unit condominium project (16 inclusionary units); and

WHEREAS, The Colby Neighborhood Townhome project was fully analyzed under the Mitigated Negative Declaration prepared for the OSH/Claremont Inn Specific Plan (State Clearinghouse #2006101134), adopted by the City Council on December 12, 2006. There are no substantial changes to the project, substantial changes to the circumstances under which the project is undertaken, or new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was approved. As such, Section 15162(a) of

the California Code of Regulations does not authorize the City to require subsequent environmental review at this time.

WHEREAS, on July 21, 2020, the Planning Commission held a noticed public hearing where the Project was analyzed, and all persons wishing to testify in connection with the Project were heard, and, after receiving all pertinent testimony and evidence on the matter, including the staff report and documents presented at the public hearing, on a 6-0-1 vote, the Planning Commission adopted Resolution 2020-12, recommending that the City Council approve the Project; and

WHEREAS, a Project hearing was noticed for the City Council meeting on September 8, 2020. On August 27, 2020, notices were posted at the Project site, and all properties within 300 feet of the Specific Plan boundary areas for the project were notified by mail. On August 28, 2020, notice was also published in the Claremont Courier; and

WHEREAS, before taking action, the City Council has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, and all written and oral evidence presented to it during all meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Colby Neighborhood Townhome project was fully analyzed under the Mitigated Negative Declaration prepared for the OSH/Claremont Inn Specific Plan (State Clearinghouse #2006101134), adopted by the City Council on December 12, 2006. There are no substantial changes to the project, substantial changes to the circumstances under which the project is undertaken, or new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was approved. As such, Section 15162(a) of the California Code of Regulations does not authorize the City to require subsequent environmental review at this time.

Section 3. Based on the entire record before the City Council, all written and oral evidence presented to the Planning Commission and City Council, and the findings set forth in this Resolution, the City Council approves Tentative Tract Map #82123, subject to the Conditions of Approval included in this Resolution.

Section 4. The Project includes the improvements that further many General Plan goals and policies including the following:

Redevelopment and Mixed-Use

- *Provide new opportunities in the Foothill Boulevard Corridor for Mixed-Use residential, retail, commercial, and civic uses (Policy 2-15.1).*
- *Transform the Claremont Inn (now Doubletree) and Old School House property into a vibrant Mixed-Use development that includes a hotel, conference center, retail space, entertainment/cultural space, and higher density residences with pedestrian connections between the different uses (Policy 2-16).*
- *Revitalize aging and underperforming commercial and industrial areas (Goal 3-2).*
- *Facilitate creative, attractive, and beneficial redevelopment of the Old School House site, including provision of housing opportunities (Policy 3-2.7).*
- *Allow Mixed-Used development as a means of providing housing near commercial services (Policy 8-3.2).*

The Project is a major component of the Old School House revitalization. The Project will remove two unsightly and underutilized surface parking lots to construct a residential project that will not only architecturally complement the Old School House, but will also increase the housing supply in the city, including three additional moderate-income units. The Project will allow for the completion of the redevelopment program envisioned in the Specific Plan for the Old School House site and help tie it in with the Griswold Townhomes on the north and the Oxford neighborhood to the west. The new townhomes utilize a contemporary interpretation of the Spanish Colonial design of the Old School House thus complementing the historic character of the existing building while addressing current trends. The new development will also include new landscaping, street trees, an open common area plaza with seating areas and barbeques, public art pieces. Pedestrian and vehicular circulation will be provided through internal walkways and the new Road 'A' connecting the Project site to the mixed-use portion of the Old School House property. The existing access from the Griswold development onto the Specific Plan area will also be maintained through the vehicular and pedestrian gates located along the northern shared property line.

Housing

- *Provide opportunities for a variety of housing types that respond to the needs of residents of all age ranges and incomes and located in all areas of the city (Policy 2-2.1).*
- *Provide opportunities throughout the city for adequate and affordable housing in a wide range of housing types to meet the needs of all socio-economic segments of the community (Goal 8-3).*
- *Promote economically diverse neighborhoods by encouraging mixed-income housing developments (Policy 8-3.4).*

- *Encourage affordable housing to be distributed throughout the city to create economically diverse neighborhoods and to minimize concentrated impacts on the schools in areas of the city with existing affordable housing (Policy 8-3.11).*

The Project consists of attached and detached housing in the form of two- to four-bedroom units, flats, two- to three-story units, offering both market rate and moderate-income (affordable) rate housing units. The affordable housing units would be for-sale to qualified buyers.

The Specific Plan designates 3 of the 30 units in the Colby Neighborhood Townhomes to be reserved for moderate income buyers (inclusionary units). The other 16 inclusionary units designated in the Specific Plan are located in the 30-unit condominium project in the Old School House mixed-use site.

In an effort to promote economically diverse neighborhoods, the Project will integrate the affordable housing units with the market rate housing units rather than clustering them, with two units provided on separate buildings on Lot 1 and the third unit provided on Lot 2. Aside from the 16 inclusionary units provided in the 30-unit condominium project. Collectively, the Specific Plan area will provide a total of 19 affordable housing units within an area of the city that currently does not have any available for purchase.

Design

- *Require the preservation of the architecturally significant portions of the Old School House Center building to the extent feasible (Policy 2-16.2).*
- *Create an experience that complements existing Old School House tenants (Policy 2-16.3).*
- *Ensure the future development at the Old School House is sensitive to and compatible with surrounding residential areas (Policy 2-16.4).*

The Project will not affect any of the existing historic Old School House buildings, but rather, it will complement the Spanish Colonial architectural style with a contemporary interpretation of Spanish architecture to address current housing trends. Regarding the surrounding residential areas, the new buildings along the north and west sides of Lot 1 are two-story single-family homes that provide an appropriate transition to two-story homes from Griswold Townhomes and Oxford Avenue. Buildings along the north side are set back 10 feet from the property line shared with Griswold Townhomes as required. As requested by the closest neighbors on Oxford Avenue, the homes will be setback between 13.8 feet and 14.3 feet from the shared property line, thus further than the minimum required 10-foot-wide setback. This will result in a significant distance between the new single-family homes and the closest two-story residence along Oxford Avenue at 67 feet 11 inches. Also, as requested by the neighbors to provide privacy along the property line, all second story balconies were removed from these homes, and the second story floor plans were designed to limit the windows along the front elevation to an interior staircase window and a bedroom window. Additionally, several Brisbane Box trees are proposed to be planted to create the evergreen privacy screen suggested by the

Commission between. The new trees will add to the existing mature Canary Island Pine tree that is located on the Laws' side of the property line.

Parking

- *Provide convenient and accessible parking that fosters economic growth and improves quality of life in neighborhoods (Goal 4-6).*

The Project will provide convenient and accessible residential parking onsite within two-car garages attached to each unit for a total of 192 spaces as required in the Specific Plan. The 49 guest spaces (one space over the 48 required spaces) are provided through a combination of on-site and off-site spaces, including 12 spaces (including one ADA) on Lot 1, 23 spaces along the south side of Colby Circle, and 14 spaces in the parking lot along Road "A" north of the Old School House theatre building. Although the Specific Plan only requires 15 percent of the guest parking to be provided on-site, the applicant is providing over 50 percent of these spaces onsite due to Fire Department parking restrictions along the north side of Colby Circle. In this case, the applicant's proposal to provide a larger share of guest spaces on private property improves parking availability for overnight guests given the City's prohibition on overnight parking on public streets.

Neighborhood Associations

- *Foster neighborhood associations, recognizing that they will vary in structure and may have dissimilar goals from each other. Encourage residents to join together according to natural or perceived neighborhood boundaries, which may change over time (Policy 7-2.2).*

The Colby Neighborhood Townhomes development will establish a Homeowner's Association (HOA) to manage the project according to the Covenants, Conditions, and Restrictions (CC&R's) required to be recorded against the property as a condition of approval of the Project. The CC&Rs will provide a cohesive set of goals and policies to ensure that design and operational standards are maintained for the life of the development.

Section 5. The findings of Section 17.050.070 of the Claremont Municipal Code can be made for the proposed Tentative Tract Map as follows:

1. *The proposed map, or the design or improvement of the subdivision, is consistent with the General Plan and applicable Specific Plan and Municipal Code provisions of this Code. The proposed division of property, and its design and improvements, are consistent with the General Plan designation of the property and the goals and policies contained in the General Plan, including those described in Section C above. In addition, the map is consistent with the Specific Plan in the following ways:*

* Area – The map is within the boundaries of the Specific Plan and is substantially consistent with the size of development anticipated in that same area of the Specific Plan.

* Uses - The map maintains property line configurations that are consistent with the Specific Plan Zoning Districts, placing the multi-family residential development on Lots 1 and 2 located on each side of the east-west portion of Colby Circle. The map would also help facilitate a major principle from the Specific Plan, namely, townhouse and condominium housing should be an integral component to the overall development. Also, the map maintains the same number of townhomes and residential parking spaces prescribed in the Specific Plan, while increasing the number of guest spaces from 48 to 49 spaces.

* Access – The map is substantially consistent with all vehicle access points proposed with the Development Plan in Figure 2-2 of the Specific Plan. Furthermore, the map area also includes the northern half of private Road 'A', a new roadway planned in the Specific Plan to provide east-west access between the southern "knuckle" of Colby Circle and Indian Hill Boulevard. The southern half of the new road is included in Tract Map 73078 covering the Old School House mixed-use site.

* Improvements - The map will facilitate required on-site and off-site improvements that will go toward furthering features identified in the Specific Plan, including new residences, parking, sidewalks, lighting, landscaping, etc.

* Specific Plan Objectives - The map is consistent with objectives of the Specific Plan in that it will: facilitate development that goes toward revitalizing and beautifying the site; provide a mix of uses that are integrated to help continue the dynamic synergy of activities serving locals and visitors alike; maintain and expand pedestrian connections on and offsite; maintain compatibility with the surrounding neighborhoods by including single-family housing units along the north and west property lines as an appropriate transition from multi-family residences.

* Specific Plan Policies and Goals – The map will further many of the Specific Plan goals and policies, such as:

Goal 1.1: *Provide pedestrian and open space connections between all uses.* The map will maintain and expand pedestrian access and connectivity throughout the site along walkways, driveway alleys, a common outdoor plaza area and offsite public sidewalks.

Goal 3.1: *Create visually and architectural variety through changes in housing typology, building heights, massing, and exterior design.* The new buildings will create visual and architectural variety through its many housing types, including

12 single-family two-story detached residences, one two-story duplex, and nine two-story triplexes on Lot 1. Lot 2 includes 10 three-story buildings consisting of eight 5-plexes, one 7-plex and one 8-plex.

Goal 3.3: *Incorporate new housing into the surrounding neighborhood with an orientation towards streets and sidewalks.* The buildings are designed with the majority of townhomes having front doors facing the courtyards between buildings, but the plan also includes a number of units with front doors facing Colby Circle or Indian Hill Boulevard, in addition to three residences facing the Oxford Avenue neighboring properties along the west perimeter of Lot 1 and one unit facing the Griswold development on the north.

Policy 1.1: *Create a pedestrian network with major linkages and internal pathways between parcels.* The map includes pedestrian walkways throughout Lots 1 and 2 connecting to the sidewalks along Colby Circle and across the new Road 'A' to the Old School House mixed-use site. Access easements within Lots 1 and 2 will be dedicated to maintain the pedestrian access that has historically been provided for residents of the Griswold development across the Project site to Colby Circle and the Old School House site, as well as for the occasional delivery/moving trucks and emergency vehicle that cannot be accommodate through the Griswold Townhomes entrance along Foothill Boulevard.

2. *The site is physically suitable for the type and density of the development.* Because the Project is substantially consistent with the development anticipated by the Specific Plan on the site, the site is physically suitable for the proposed type and density of the development. The site is served by Colby Circle, Foothill and Indian Hill Boulevards, all being improved public streets with sufficient capacity to absorb the traffic generated by the Project. In addition, the Project will introduce a new thoughtfully located private street that will improve internal circulation on the site and connections to the existing network of streets and private drives. Moreover, the site's zoning designation permits the type of use proposed, and the density of the use complies with both State and local standards. Further, the density of residential units is identical to what was proposed in the Specific Plan, and other improvements are substantially consistent with the Specific Plan and will meet the conditions associated with this Tract Map.
3. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.* As explained in the MND, the design of the proposed subdivision of the site and improvements will not cause substantial environmental damage, nor substantially and avoidably injure fish and wildlife.
4. *The design of the subdivision or the type of improvements is not likely to cause serious public health or safety problems.* The design of the proposed subdivision and other related improvements will not cause any serious health or safety

problems, in that all construction and public improvements will be performed per the requirements of all applicable codes, including the zoning and building codes.

5. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision will not conflict with easements acquired by the public at large. All public easements will be accommodated or relocated to more appropriate locations on the site or within the adjacent public streets. Water and sewer easements will be dedicated on Lot 1, as well as access easements for the Griswold Townhomes residents over Lots 1 and 2. A existing water easement in Lot 1 will be quitclaimed as the water line will be relocated within Colby Circle as part of the development. In addition, sidewalk easements will also be dedicated on Lots 1 and 2 adjacent to the Colby Circle public right-of-way, and public utility easements will be dedicated within Lot 1.
6. *Solar access and passive heating and cooling design requirements have been satisfied in accordance with Chapter 17.03.* The design of the subdivision allows adequate solar access to meet passive heating and cooling design requirements. In addition, photovoltaic solar power will be available to each homeowner with an estimated minimum of 230 kW of solar panels installed within the Project.
7. *The subdivision balances the housing needs of the region against the public service needs of the City's residents and available fiscal and environmental resources.* The Project helps the City meet its regional housing needs by providing for new market rate and moderate income housing.
8. *The discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements of the Los Angeles Regional Water Quality Control Board.* The discharge of waste from the Project will not result in the violation of the existing requirements of the Regional Water Quality Control Board, as the Project will be required to annex to the Los Angeles County Sanitation District and hook up to the local sanitary sewer system.

Section 6. Tentative Tract Map #82123 is approved based on the findings of Section C, and subject to the following conditions:

1. The applicant shall submit, within five days of City Council approval, the following item necessary to file a Notice of Determination, as required by CEQA: A check in the amount of \$75, payable to the Los Angeles County Clerk Recorder.
2. The applicant or future Project successor shall comply with all previously approved applicable Specific Plan CEQA mitigation measures.
3. The applicant/owner shall provide disclosure in the escrow documents for Units 40, 41 and 90 regarding the potential for future installation of traffic signals at the north and south corners of Indian Hill Boulevard and Colby Circle pursuant to CEQA Mitigation Measure K.

4. Noncompliance with any condition of this approval shall constitute a violation of the Claremont Municipal Code. Violations may be enforced in accordance with the provisions and/or the administrative fines program of Chapter 1.14 of the Claremont Municipal Code.
5. The applicant/owner, by utilizing the benefits of this approval, shall thereby agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the issues of such approval. In addition, the applicant/owner shall reimburse the City et al for any court costs and attorney fees that the City et al may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant/owner of its obligation hereunder.
6. Prior to filing the Final Map with the City Engineer, the developer shall:
 - a. Pay any and/or all outstanding development review fees related to the Project (Tentative Tract Map #82123 and any/all other related files). Payment shall be collected prior to filing the Final Map with the City Engineer.
 - b. Submit all required plans and studies, which shall be prepared by a registered professional engineer and submitted to the City Engineer for review and approval. All drawings must be submitted on 24"x36" and 11"x17" sheets.
 - c. Confirm that the original, signed Final Map includes offers of dedication of all necessary easements when required for roadways, sidewalks, streetlights, drainage facilities, sanitary sewer, storm drain, landscaping, utilities, ingress and egress, etc. All dedications shall be recorded as directed by the City Engineer. No structures shall be placed on any part of these easements, except those directly related to the Project and authorized by the City Engineer. Any required onsite easements shall be delineated on the Final Map as approved by the City Engineer.
 - d. Submit to the City, at least 60 days before filing the original signed Final Map in order to permit review, pursuant to Government Code §66456.2, of the following documents and receive approval from the City Engineer:
 - i. A Final Map for review and approval from the City Engineer and City's Acting Land Surveyor, along with the applicable review deposit. The Final Map shall be in conformance with the approved Tentative Map. A Final Map shall comply with the State of California's Subdivision Map Act, and all applicable City ordinances and resolutions. The map shall show additional dedications for street right-of-way, landscape, pedestrian access, sewer lines, storm drain lines, or overland flow, as necessary. The Final Map shall be approved for recording by the City Council and be recorded with the County Recorder.

- ii. Continue to work with the Engineering & Planning divisions regarding the right of way final configuration at the north west and south west corners of Indian Hill Boulevard and Colby Circle. Final configuration of easements shall be to the satisfaction of the City Engineer and Acting Land Surveyor.
- iii. Los Angeles County Bench marks shall be used for vertical control.
- iv. A preliminary soils report that addresses the geology, the stability of the site, the grading requirements, and all necessary erosion control measures, and soil stabilization methods, per Mitigation Measure C.
- v. Prior to the completion of final plans and specifications for the Colby Neighborhood component of the Specific Plan, the Applicant shall submit to the City of Claremont a Final Geotechnical Investigation, prepared by an engineer licensed to perform such analyses, based upon the approved location of new facilities. The Final Geotechnical Investigation will define the foundation conditions present at each of the structure locations, and shall provide specific test analyses and recommendations for necessary soils engineering parameters, such as, but not limited to, allowable bearing capacities, liquefaction potential, expected settlements, and seismic parameters. The Final Geotechnical Investigation will provide plans and specifications for foundations. All reasonable plans shall be prepared, and precautions shall be taken, which are standard for the geotechnical industry to ensure the safety of all personnel and persons who may be involved in the investigations. Methods, techniques, and analyses shall be consistent with criteria established by the City of Claremont. This report shall be subject to the review and approval by the City of Claremont. (Mitigation Measure D)
- vi. Final infiltration testing will be required for each proposed drywell, or alternative infiltration based bmp, at the location and infiltration depth to confirm the infiltration rates used in the preliminary design.
- vii. A Final 25-year hydrology study prepared in conformance with the standards and requirements of the Los Angeles County Flood Control District. The study shall address how potential grading, in conjunction with the drainage conveyance systems, will allow building pads and adjacent properties to be safe from inundation from rainfall runoff and will protect downstream properties from drainage caused by the alteration of drainage patterns. All drainage shall be designed to contain a ten-year event within curb-to-curb area, and a 50-year event within the public right-of-way. All drainage structures shall be per City of Claremont or Los Angeles County standards. The developer may, as a result of the findings of the hydrology study, be required to install additional storm drain facilities prior to the issuance of the first Certificate of Occupancy for dwelling purposes.
- viii. Colby Circle is flowing at or over capacity during heavy storm events. Complete bypass of off-site run-on may not be possible due to Colby Circle capacity constraints. The Final Hydrology/Hydraulic report will need to analyze these conditions with a curb to curb analysis performed within and beyond the project frontage. Work with city staff to determine locations to analyze beyond the project frontage. If flooding conditions remain, increased on-site project detention may be required to accommodate off-site run-on not

accommodated in Colby Circle. The drainage design will need to address these conditions to the satisfaction of the City Engineer.

- ix. Comprehensive precise grading and drainage plans for the Colby Neighborhood site and new east/west private roadway. Plans shall be prepared and duly wet-stamped by a licensed civil engineer and be in conformance with the California Building Code and the City's standard grading requirements, and shall demonstrate compliance with the recommendations of the geotechnical engineer. Pad certifications and compaction tests will be required during the course of construction. The plans shall be subject to the review and approval of the City Engineer, and comply with and include the following elements:
 - 1. Slope areas no greater than 5:1.
 - 2. Onsite, stamped concrete crosswalk areas to be enhanced with white reflective paint. Locations that cross private roadway A shall be studied to address pedestrian safety concerns, including but not limited to, driver visibility, stopping sight distance, lighting requirements and ADA accessibility.
 - 3. Required improvements on private property outside of the Colby Neighborhood TR 82123 property boundary. This includes Griswold drainage improvements on the property to the north of the project area and Phase II Private Road A and guest parking improvements located on the TR 73078 30-unit condo project property. Construction easements and agreements and/or authorizations permitting the offsite construction shall be required prior to issuance of construction permits.
 - 4. Street Improvements, including but not limited to, street trees and parkway landscaping, public streetlights, accessible ADA compliant sidewalks and handicap ramps, and drive approaches per City standards.
 - 5. List all applicable Best Management Practices ("BMPs") for construction of site improvements; demonstrating compliance with any applicable National Pollutant Discharge Elimination System ("NPDES") permit requirements.
- x. Demonstrate compliance with the NPDES permit requirements, subject to review and approval by the City Engineer.
- xi. Title report and backup documents. This includes any/all reference maps and any easement documents referenced in the title report.
- xii. Closure calculations for map.
- xiii. Letters of non-interference from any utility company that may have rights of easement within the property boundaries, as well as a description of the types and locations of all underground utilities.
- xiv. "Will-serve" letters from utilities including gas, water, electric, cable TV, and telephone. Further, the developer shall contact the individual companies to coordinate the installation of said utilities.
- xv. Sewer plans designed by a registered civil engineer. Studies involving the sewer capacity shall be required as determined appropriate by the City Engineer. The applicant shall conduct sewer flow metering at specific locations as directed by the City Engineer.

- xvi. Utility plans for a water system, designed to the satisfaction of Golden State Water Company, the City Engineer, and the Los Angeles County Fire Department "LACOFD").
- xvii. Enter into a Subdivision Improvement Agreement and Deferred Improvement Agreement with the City of Claremont for the completion of applicable public improvements fronting the map boundaries.
- e. Obtain final map tax clearance from the Los Angeles County Land Development Office pursuant to Government Code Section § 66492.
- f. Annex or verification that the property has been annexed into the Los Angeles County Sanitation District Number 21, and all applicable fees shall be paid.
- g. Obtain approval and satisfy the requirements from the LACOFD for the proposed subdivision demonstrating compliance with LACOFD requirements.
- h. Submit a construction timeline for the project. The timeline shall include, at a minimum, the estimated start and finish dates for the following construction milestones: demolition, rough grading, precise grading, foundation work, framing, exterior and interior finished, landscaping, and certificate of occupancy. The project shall be diligently commenced and completed in accordance with the timeline/milestones accepted and approved by the Community Development Director. If any milestones are not met, the project may be subject to enforcement action by the City, including modification, suspension or revocation pursuant to applicable City Codes and State laws.
- i. Add a note to the applicable map sheets that reflects that the private roads will have unimpeded access.

7. Prior to approval and recordation of the final map, the subdivider shall:

- a. Include an original, signed Final Map, and offers for dedication of all necessary easements when required for roadway purposes, public sidewalks, drainage facilities, sanitary sewer, landscaping, utilities, ingress and egress, etc. All dedications shall be recorded as directed by the City Engineer. No structures shall be placed on any part of the easement, except those directly related to the purposes of said easement, or otherwise approved by the City Engineer or respective easement holders. If applicable, any quitclaims by the City to be done prior to recordation of Final Map (and document number noted on Final Map).
- b. Pay all fees and/or satisfy the requirements established by City ordinances and resolutions including, but not limited to, those set forth in the Claremont Municipal Code. These shall include, but not be limited to, the following:

- i. Final Map Check
- ii. Public Works Permit, plan check and inspection fees
- iii. Grading Permit, plan check and inspection fees
- iv. Development Impact Fees, including but not limited to:
 - (a) Sewer connection fees
 - (b) Drainage fees
 - (c) Transportation Impact fees
 - (d) Parkland fees
 - (e) Resurfacing fees
- c. Post security deposits/bonds guaranteeing: 1) construction within the public right-of-way and easement areas; 2) drainage and grading improvements; 3) construction of all utilities serving the site (including undergrounding of any/all utilities); 4) sewer improvements; 5) maintenance deposits; 6) landscape improvements (including street trees); and 7) construction of the project itself (if deemed) necessary).
- d. Submit for City Engineer and City Acting Land Surveyor's review and approval necessary cross lot drainage easements applicable to the project. Once approved, the applicant is responsible for recordation of said easements prior to the approval of the Final Map.
- e. Demolition and/or grading permits shall not be issued until such time as the parking garage associated with the 30-unit condominium project within TR 73078 is deemed by the City to be safe for occupancy and all related safety elements required for human occupancy and vehicular access are completed to the satisfaction of the Community Development Director.
- f. Submit comprehensive grading and drainage plans prepared by a registered civil engineer. The plans shall be in conformance with the California Building Code (latest edition), list all applicable BMP's for construction, and be in compliance with the City's MS4 ordinance, any applicable NPDES permits, Planning Development Document requirements, subject to review and approval of the City Engineer.
- g. Plans shall show that all applicable utilities (existing and proposed) are being placed underground including both facilities and wires for the supply and distribution of electrical energy, telephone, data and cable in accordance with the requirements of the Claremont Municipal Code. The existing and proposed underground utilities must be shown on the Building Plans and Engineering plans prior to permit issuance.

- h. File a Notice of Intent (NOI) with the Regional Water Quality Control Board. The NOI will be required prior to the issuance of grading and/or public works permits if a demolition permit is issued first.
- i. Submit a Storm Water Pollution Prevention Plan (SWPPP) and Low Impact Development (LID) document prepared by a registered civil engineer, in compliance with the City's MS4 ordinance and NPDES permit requirements, subject to review and approval by the City Engineer. The SWPPP will be required prior to the issuance of grading and/or public works permits if a demolition permit is issued first. Demonstrate compliance with the NPDES permit requirements including on-site retention of the storm water quality design volume from: (a) the 0.75-inch, 24-hour storm event; and (b) the 85th percentile, 24-hour rain event; as determined by the Los Angeles County isohyetal map, whichever is greater, subject to review and approval by the City Engineer.
- j. Applicant shall design, install and complete all necessary public improvements, including but not limited to, pavement, curbs, gutters, sidewalks, streetlights, street trees, driveway approaches, ADA ramps, sewers, storm drains, and domestic water and fire water construction in the public right-of-way along the entire street frontage of the development site. This includes facilities that will remain on private property but maintained by the City. Design and construction of all public improvements shall be in accordance with City codes.

Street improvement plans shall be designed by a registered civil engineer for portions of the site's Colby Circle right-of-way and Indian Hill Boulevard right-of-way and all private streets (private road "A"), drives and alleys. The design of Colby Circle shall be consistent with the City of Claremont Complete Streets Policy 10-43. These plans shall include curb and gutter, handicap ramps, ADA compliant sidewalks and transition, bus stops, parkways (where possible), parkway landscaping and irrigation, bus stops, parkways (where possible), parkway landscaping and irrigation, street lighting and street trees, access ramps and modified driveway approaches (as required for ADA/Title 24 purposes); all necessary traffic control signs (including new stop signs, crosswalks, reflective beacons, etc.) and striping, street reconstruction, striping and any transitions configurations, as necessary, as determined by the City Engineer. Public street lights shall be installed per the City of Claremont Street Light Policy. In addition, existing signage replacements and/or relocations and new sign installations within the project frontage shall be consistent with City MUTCD standards, which include new reflective requirements.

- Colby Circle shall be widened to a 36-foot curb-to-curb section in the east-west segment and receive curb-to-curb reconstruction within the tract map boundary.

- Indian Hill Boulevard shall receive a 2" grind and cap treatment (half width) and new sidewalk, curb, gutter and ADA ramps.

All private streets, driveways, and alleys shall be constructed in accordance with the approved typical sections shown on the tentative map. All private streets, alleys, and drives shall be constructed as determined by the geotechnical report and with a minimum four-inch of asphalt over four-inches of compacted native materials.

- k. Post security deposits guaranteeing: 1) construction within the public right-of-way; 2) grading improvements; 3) construction of all utilities serving the site (including undergrounding); 4) sewer improvements; 5) maintenance deposits; and, 6) landscaping improvements. The security deposit for construction within the public right-of-way shall include the costs for installation of street lights along the north and south Colby Circle frontage.
- l. The need for stop signs at the Colby Circle bends shall be analyzed at the north and south bends. Concerns with blind corner situations and provision of ADA need to be addressed.
- i. The Colby Neighborhood project shall install stop sign improvements at the north Colby Circle knuckle as specified in the approved study prepared by Kimley Horn TR 73078 Stop Sign Analysis currently being reviewed by the city.
- m. Prior to issuance of grading permits associated with the construction of the Colby Neighborhood residences, the Applicant shall post a five-year bond for the construction of a traffic signal at the Colby Circle/Indian Hill Boulevard intersection. Intersection conditions will be re-evaluated by the developer, at the developer's expense and in coordination with the City at the halfway point of the five-year bond and conclusion of the bonding period. If the warrants are not met, the bond may be retired. (Mitigation Measure K).
- n. The warrants shall be prepared under current conditions present at the specified time per the mitigation measure requirement. If the warrants are met, the signal will be installed by the developer, at the developer's expense. The developer shall work with city staff and/or consultants for the review and approval of the traffic signal plan for this intersection. All fees incurred by consultant review shall be paid at the developer's expense.
- o. A Deferred Improvement Agreement (DIA) will be required to address the five-year bond for the construction of a traffic signal. The DIA shall be processed concurrently with the Subdivision Improvement Agreement at final map approval. The bond amount shall be based on designed improvement plans and cost estimates. Curb ramps shall be designed to Caltrans standards.

- p. The Project applicant shall demonstrate to the City's Building Division that all recommendations from the Project's Geotechnical report have been incorporated into the Project design and grading and building plans. During grading and construction, the City's Community Development staff shall verify that grading and construction activities comply with these recommendations.
- q. Monument preservation shall be done in accordance with the Business Professions Code section 8771.
- r. In conjunction with the submittal of precise grading and landscape plans, the Project applicant shall work with the City Engineer and City Arborist regarding appropriate sight distance for the existing and proposed access drives for review and approval.
- s. The applicant shall specify the BMP's, such as watering the site and covering activities, in order to control fugitive dust during construction activities. To reduce air quality impacts, pursuant to South Coast Air Quality Management District ("SCAQMD") Rule 403, the applicant shall also be required to secure any necessary permits from the SCAQMD, including an approved fugitive dust emissions control plan, prior to the issuance of grading permits.
- t. During grading and construction operations, the applicant shall implement Best Available Control Measures ("BACM's") to minimize nuisance levels of construction activity emissions such as dirt, emissions and offsite impacts. BACM's shall include, but not limited to, the following:
 - i. Water all active construction areas at least twice daily;
 - ii. Cover all haul trucks or maintain at least two feet of freeboard.
 - iii. Pave or apply water four times daily to all unpaved parking or staging areas.
 - iv. Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
 - v. Cover or water twice daily any onsite stockpiles or debris, dirt, or dusty material.
 - vi. Suspend all operations on any unpaved surface if winds exceed 25 mph.
 - vii. Hydroseed or otherwise stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed.
 - viii. Require a 90-day, low-NOx tune-ups for off-road equipment.
 - ix. Limit allowable idling to five minutes for trucks and heavy equipment.
 - x. Encourage carpooling for construction workers.
 - xi. Limit lane closures to off-peak travel periods.
 - xii. Park construction vehicles off traveled roadways.
 - xiii. Wet down or cover dirt hauled offsite.
 - xiv. Wash or sweep access points daily.
 - xv. Encourage receipt of material during non-peak traffic hours.
 - xvi. Sandbag construction sites for erosion control.

- u. Prior to grading and building operations, the applicant shall provide to City staff a signed written statement from the primary construction contractor acknowledging receipt of all related City Conditions of Approval and that the contractor understands that it is a misdemeanor under Claremont Municipal Code to violate a Condition of Approval.
8. **Prior to the release of the applicable subdivision improvement bonds**, the improvements authorized by either a grading permit or public works permit shall be done to the satisfaction of the City Engineer. Prior to construction, the applicant shall obtain both a public works permit, and grading and on-site improvement permit from the Engineering Division.
9. **Prior to the issuance of the first Certificate of Occupancy for any dwelling unit**, the following improvements shall be installed and documents noted below shall be provided by the developer to the satisfaction of the City Engineer:
- a. The CC&R's and any maintenance agreements, including but not limited to, responsibilities (repair schedule and costs percentages), or other applicable documents shall be reviewed by the City and be subject to approval by the City Attorney at the expense of the applicant. The maintenance responsibilities (repair schedule and cost percentages) of the private sewer system and private storm drains system shall be included in the document, among other requirements, to the satisfaction of the Community Development Director.
 - b. No occupancy permit can be granted for the residential homes, until all improvements required by this approval have been properly constructed, inspected and approved.
 - i. This includes off-site improvements located on the Griswold (drainage) and TR 73078 (Private Road "A" and visitor parking) properties.
 - c. A sewer system in accordance with approved sewer plans.
 - d. All public utilities (existing and proposed) to service the site, including gas, electricity, water, and telephone shall be underground and be operational. The developer shall contact the individual utility companies to coordinate the installation of said utilities.
 - e. Street and public right-of-way improvements, and any other necessary improvement, to provide adequate vehicular and emergency access, and as determined by the City Engineer. This includes the reconstruction of all existing sidewalk, curb and gutter.
 - f. Prior to the issuance of any certificates of occupancy for the Colby Neighborhood residences, as part of the Colby Circle street improvements associated with the development of the Colby Neighborhood residential development, the applicant shall stripe Colby Circle at Indian Hill Boulevard to provide a dedicated eastbound right-turn lane. (Mitigation Measure I)
 - g. The dedicated eastbound right-turn lane shall be 100' long.

- h. Traffic and parking items (i.e., stop sign, striping) as determined necessary by the City Engineer and Building and Safety Official.
- i. Add street name signs (private) that are of a style which complements the Old School House architecture.
- j. Private streetlights within the project area approved by the Architectural Commission.
- k. Install all new public streetlights approved by the City Engineer for Indian Hill Boulevard and Colby Circle.
- l. Coordinate with Community Services, Engineering and Planning to identify the tree species and location of street trees. Street trees must be in place prior to issuance of Certificate of Occupancy.
- m. Red curb or post no parking on all public streets as determined by the City Engineer for all areas adjacent to the map area.
- n. Add street/roadway name signs (public and private) that are of a style which complements the Old School House architecture or a style consistent with public street name signs design at the following locations, unless otherwise determined by the City Engineer: Colby Circle/Indian Hill Boulevard, Colby Circle/new private street, Indian Hill Boulevard/new private street, and at Colby Circle roadway bends. Also add low private group address signs to identify the Colby Townhomes at each courtyard, as well as curb address numbers. Name for new private streets/roadways shall be approved by the City of Claremont. Private signs shall be clearly indicated as private as determined appropriate by the City Engineer.
- o. Install all trip reduction measures as determined appropriate by the Director of Community Development, including but not limited to sidewalks, bicycle parking, carpool/vanpool parking, bus stop improvements or kiosk with public transportation information.
- p. Record an easement for purposes of vehicular access and parking within Lot 1 of the Old School House Tract Map #73078 as shown on the Preliminary Site Plan (Sheet 4 of Tentative Tract Map #82123). The easement document shall be reviewed by the City and recorded by the subdivider.

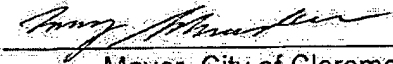
Section 7. The approval period for Tentative Tract Map #82123 shall be three years from the date of adoption of this resolution, unless extended under the Government Code. The Final Tract Map shall be filed with the City Engineer, and shall comply with the Subdivision Map Act of the State of California and all applicable ordinances, requirements, and resolutions of the City of Claremont.

Section 8. The documents and materials that constitute the record of proceedings on which these findings have been based are located in the City of Claremont, 207 Harvard Avenue, Claremont, CA 91711. The custodian for these records is the City Clerk of the City of Claremont.

Section 9. City staff shall cause a Notice of Determination to be filed and posted with the County of Los Angeles Registrar-Record/County Clerk and the State Clearinghouse within five working days of the City's adoption of this resolution.

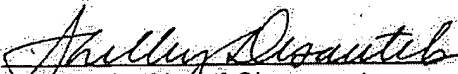
Section 10. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption of it.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2020.



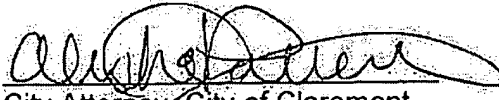
Mayor, City of Claremont

ATTEST:



City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont

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

I, Shelley Desautels, City Clerk of the City of Claremont, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2020-66 was regularly adopted by the City Council of said City of Claremont at a regular meeting of said Council held on the 8th day of September, 2020, by the following vote:

AYES: COUNCILMEMBERS: CALAYCAY, LEANO, SCHROEDER, STARK

NOES: COUNCILMEMBERS: NONE

ABSTENSIONS: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: REECE



City Clerk of the City of Claremont

EXHIBIT C

EXHIBIT C

The following table is a compilation of the mitigation measures applicable to this project. If the proposed project is approved, these mitigation measures will be included as future conditions of approval.

The table provides the mitigation measure, the responsible party and timeframe for implementation, and the monitoring agency.

SUMMARY OF MITIGATION MEASURES			
SPECIFIC PLAN FOR OLD SCHOOL HOUSE/CLAREMONT INN REVITALIZATION (FILE #06-SP-01) AND REZONING OF THE SUBJECT PROPERTY FROM CM TO SP-9 (FILE #06-Z03)			
Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
BIOLOGICAL RESOURCES			
Mitigation Measure A Any steel or median tree damaged or removed to facilitate on- or off-site improvements shall be replaced with an approved species, sized at 24-inch box or larger, at a 1:1 replacement ratio. The Applicant shall post a landscaping bond with the Engineering Division at the time of grading or other on/off-site improvement permit issuance to ensure that affected trees are replaced and are warranted to survive for no less than one year after installation. Landscaping bonds shall not be released during the warranty period.	Applicant	Prior to the release of landscaping bonds	City Planner & City Engineer
CULTURAL RESOURCES			
Mitigation Measure B Prior to the issuance of any demolition permits for any interior or exterior portion of the Old School House, prior to the issuance of grading permits to alter the grades abutting the site, and prior to the demolition of any interior features of the Old School House, the applicant shall, under the direction of Claremont Heritage, submit a professionally prepared written and photographic record of the exterior and interior of affected portions of the building, for review and approval by staff. Conformance to HABSHAER criteria is not required. The written record shall document approximate dates of construction for the features to be demolished. Once the written and photographic record is approved, three copies of the final document shall be submitted for permanent archiving at the City, Claremont Heritage, and Hornblow Library Special Collection.	Applicant	Prior to issuance of demolition permits for any interior or exterior portion of the Old School House, prior to the issuance of grading permits to alter the grades abutting the site, and prior to the demolition of any interior features of the Old School House.	City Planner & City Engineer & Building Official

Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
GEOLOGY AND SOILS			
<p>Mitigation Measure C</p> <p>Prior to City approval of any tentative subdivision maps or architectural plans for the Colby Neighborhood component of the Specific Plan, the Applicant shall submit to the City of Claremont a <i>Preliminary Geotechnical Investigation</i>, prepared by an engineer licensed to perform such analyses, based upon the proposed location of new facilities. The <i>Preliminary Geotechnical Investigation</i> shall include a delineation of the Indian Hill Fault relative to the subject property, identify setback zones, as applicable, where human occupancy structures are prohibited, and foundation enhancement zones, as applicable, where the foundations for such structures must be reinforced.</p>	Applicant	Prior to City approval of tentative subdivision maps or architectural plans for the Colby Neighborhood component of the Specific Plan, whichever occurs first.	City Engineer, Building Official and City Planner
<p>Mitigation Measure D</p> <p>Prior to the completion of final plans and specifications for the Colby Neighborhood component of the Specific Plan, the Applicant shall submit to the City of Claremont a <i>Final Geotechnical Investigation</i>, prepared by an engineer licensed to perform such analyses, based upon the approved location of new facilities. The <i>Final Geotechnical Investigation</i> will define the foundation conditions present at each of the structure locations, and shall provide specific tests, analyses and recommendations for necessary soils engineering parameters, such as, but not limited to, allowable bearing capacities, liquefaction potential, expected settlements, and seismic parameters. The <i>Final Geotechnical Investigation</i> will provide plans and specifications for foundations. All reasonable plans shall be prepared, and precautions shall be taken, which are standard for the geotechnical industry to ensure the safety of all personnel and persons who may be involved in the investigations. Methods, techniques, and analyses shall be consistent with criteria established by the City of Claremont. This report shall be subject to review and approval by the City of Claremont.</p>	Applicant	Prior to issuance of grading permits associated with the Colby Neighborhood	City Engineer, Building Official and City Planner

Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
HAZARDS AND HAZARDOUS MATERIALS			
<p><u>Mitigation Measure E</u></p> <p>Prior to the issuance of demolition permits for any buildings or portions of buildings within the Specific Plan area, the buildings shall be inspected for asbestos by a qualified professional. If asbestos is found within the structures, a report shall be prepared documenting that they were disposed of in compliance with State and Federal regulations. Compliance with Rule 1403 of the South Coast Air Quality Management District (SCAQMD) is required whether or not asbestos is found in the structures. Because the law requires AQMD permits prior to the issuance of demolition permits, separate mitigation measures are not necessary to ensure that abatement procedures are properly administered.</p>	Applicant	Prior to the issuance of any building demolition permits	Building Official
TRANSPORTATION/TRAFFIC			
<p><u>Mitigation Measure F</u></p> <p>Prior to the issuance of a certificate of occupancy for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first, the Applicant shall re-slope the Colby Circle southbound approach at Foothill Boulevard to provide a southbound left-turn lane. This improvement shall be shown on street improvement plans submitted to the City Engineer for review and approval prior to the commencement of work.</p>	Applicant	Prior to the issuance of a certificate of occupancy for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first.	City Engineer & City Planner
<p><u>Mitigation Measure G</u></p> <p>Prior to the issuance of a certificate of occupancy for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first, the applicant shall install signage at the Foothill Boulevard driveway facing Berkeley Drive to restrict southbound left-turn and through movements at all times.</p>	Applicant	Prior to the issuance of a certificate of occupancy for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first.	City Engineer & City Planner

Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
TRANSPORTATION/TRAFFIC (continued)			
<u>Mitigation Measure H</u> Prior to grading permit issuance for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first. The Applicant shall pay a fair-share contribution toward the future improvements to the intersection of Foothill Boulevard and Indian Hill Boulevard to improve pedestrian circulation to and from the Specific Plan area. This fair share contribution shall be 25% of the estimated improvement cost based on a preliminary intersection design submitted by the Applicant to the City Engineer, and found acceptable to the City Engineer and City Planner.	Applicant	Prior to grading permit issuance for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first.	City Engineer & City Planner
<u>Mitigation Measure I</u> Prior to the issuance of any certificates of occupancy for the Colby Neighborhood residences, as part of the Colby Circle street improvements associated with the development of the Colby Neighborhood residential development, the applicant shall strip Colby Circle at Indian Hill Boulevard to provide a dedicated eastbound right-turn lane.	Applicant	Prior to the issuance of any certificates of occupancy for the Colby Neighborhood residences.	City Engineer & City Planner
<u>Mitigation Measure J</u> Prior to issuance of grading permits associated with the construction of the Colby Neighborhood residences, the Applicant shall post a five-year bond for the construction of a traffic signal the Colby Circle/Indian Hill Boulevard intersection. Intersection conditions will be reviewed at the halfway point of the five-year bond and conclusion of the bonding period. If the warrants are not met, the bond may be retired.	Applicant	Prior to issuance of grading permits associated with the construction of the Colby Neighborhood residences.	City Engineer & City Planner
<u>Mitigation Measure K</u> Prior to grading permit issuance for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first, the Applicant shall pay a fair-share contribution toward the widening of Foothill Boulevard at Towne Avenue to provide westbound right-turn lane and overlap phase. This fair share contribution shall be 1% of the improvement cost as long as the dinner theater remains a component of the Specific Plan. This contribution shall be increased to 3% of the improvement cost if the dinner theater site is redeveloped for an alternative use.	Applicant	Time Frame: 1% of the total improvement cost shall be paid prior to grading permit issuance for new Pad Building N1, the renovation of Building E7, or the first residential unit, whichever occurs first, plus 2% of the total improvement cost prior to the issuance of any demolition, grading or building permit to redevelop the dinner theater site for a different use.	City Engineer, Building Official & City Planner

Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
TRANSPORTATION/TRAFFIC (continued)			
<u>Mitigation Measure L</u> If the dinner theater is redeveloped for an alternative use, the Applicant shall pay a fair-share contribution toward the widening of Arrow Highway at Indian Hill Boulevard to provide a northbound right-turn lane. This fair-share contribution shall be 3% of the estimated improvement cost.	Applicant	Prior to the issuance of any demolition, grading or building permit to redevelop the dinner theater site for a different use.	City Engineer, Building Official & City Planner
<u>Mitigation Measure M</u> If the dinner theater is redeveloped for an alternative use, the Applicant shall pay a fair-share contribution toward the addition of a second northbound left-turn lane to the I-10 westbound onramp. This fair-share contribution shall be 1.5% of the estimated improvement cost.	Applicant	Prior to the issuance of any demolition, grading or building permit to redevelop the dinner theater site for a different use.	City Engineer, Building Official & City Planner
<u>Mitigation Measure N</u> Prior to design review approval for the parking structure, the Applicant shall submit to the City Planner for review and approval a parking management plan to address how the on-site, non-residential parking demand will be satisfied in the event that the reciprocal parking agreement with the neighboring property to the west is terminated. Implementation of the parking management plan shall commence no later than the date that the reciprocal parking agreement expires.	Applicant	1) <u>Approval of Parking Management Plan</u> - Prior to design review approval for the parking structure. 2) <u>Implementation of Parking Management Plan</u> - Expiration date of reciprocal parking agreement.	City Planner

Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
TRANSPORTATION/TRAFFIC (continued)			
<p><u>Mitigation Measure Q</u></p> <p>Prior to the issuance of grading permits for Building N1, the Applicant shall:</p> <p>A. Conduct traffic counts for one week at the following intersections, during a normal school session:</p> <ul style="list-style-type: none"> i. Berkeley/Foothill ii. Berkeley/Baughman iii. Colby/Santa Barbara iv. Colby/Lafayette v. Colby/Oxford <p>B. Pay a deposit of six thousand dollars (\$6,000.00) to the Engineering Division to cover staff and consultant costs associated with the preparation of Traffic and Transportation Commission agenda items to identify and consider traffic-calming measures for the following roadway segments:</p> <ul style="list-style-type: none"> i. The south leg of the Berkeley Avenue/Foothill Boulevard intersection and potential removal of westbound left turn pocket at Berkeley/Foothill; ii. Santa Barbara Drive between Mountain Avenue and Colby Circle; and iii. Study Colby Circle, Lafayette Road near Colby Circle and Oxford Drive near Colby Circle, and make recommendations for potential striping or signage changes, if warranted for safety. <p>The Traffic and Transportation Commission shall consider these matters within one year following the date of City Council adoption of the Specific Plan. The Traffic and Transportation Commission shall refer to the City of Claremont Traffic Calming Policy ("Traffic Calming Policy") Basic Principles in its recommendation to the City Council.</p>	Applicant	<p>1) <u>Conducting of traffic counts, payment of deposits and posting of bonds</u> – Prior to issuance of grading permits for Building N1.</p> <p>2) <u>Traffic and Transportation Commission consideration of traffic-calming measures</u> – Within one (1) year following the date of City Council adoption of the Specific Plan.</p>	City Engineer

Mitigation Measure	Responsible Party	Timeframe	Monitoring Party
TRANSPORTATION/TRAFFIC (continued)			
Mitigation Measure Q (continued)			
<p>C. Post two sixty-thousand dollar (\$60,000.00) bonds, each to be separately earmarked for potential future traffic-calming improvements at the following locations:</p> <p>i The south leg of the Berkeley Avenue/Foothill Boulevard intersection, and potential removal of westbound left turn pocket at Berkeley/Foothill;</p> <p>ii Santa Barbara, between Mountain and Colby.</p> <p>Each bond may only be used to fund improvements at the location for which it has been earmarked, and only if the City Council, after receiving a recommendation from the Traffic and Transportation Commission, determines that such improvements are in conformance with the Traffic Calming Policy's Basic Principles; otherwise, the bonds may be relieved. Any costs exceeding \$60,000 at either roadway segment shall be borne by the directly affected property owners (the determination of "directly affected property owners" shall be as set forth in the Traffic Calming Policy). Further, as stated in the Traffic Calming Policy, no traffic calming measures shall be implemented until after such measures have been approved by the City Council, and then by two-thirds of the affected property owners.</p>			

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Claremont
207 Harvard Ave.
Claremont, CA 91711
Attention: City Clerk

Exempt Recording Fee
Pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF CLAREMONT
AGREEMENT TO DEFER COMPLETION OF CERTAIN CONDITIONS OF APPROVAL FOR
TENTATIVE TRACT MAP #82123

This AGREEMENT TO DEFER CERTAIN CONDITIONS OF APPROVAL FOR TENTATIVE TRACT MAP #82123 ("Agreement") is made and entered as of June 8, 2021 ("Effective Date"), by and between the City of Claremont, a municipal corporation of the State of California ("City") and Claremont 96 Development, LLC, a Delaware limited liability company, ("Subdivider"). City and Subdivider are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Subdivider is the owner of certain real property located at 511 Colby Circle within the City of Claremont, and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter "Property"). The Property is generally two parcels of land located on the north and south side of Colby Circle, between Indian Hill Boulevard and the Colby Circle knuckle.

B. Pursuant to the Subdivision Map Act (Gov. Code § 66410 et seq.) and the City's Subdivision Ordinance (Title 17 to the Claremont Municipal Code), on September 8, 2020, the City Council for the City of Claremont approved Resolution 2020-66, which approved Tentative Tract Map #82123 ("TTM #82123") for the 96-unit Colby Neighborhood Townhomes in the Old School House/Claremont Inn Specific Plan Area (the "Project"). TTM #82123 and Resolution No. 2020-66 are on file with the City Clerk and are incorporated herein by reference.

C. The City Council approved TTM #82123 subject to conditions of approval that are set forth in Section 6 of Resolution 2020-66. The conditions of approval to Resolution No. 2020-66 are attached hereto as Exhibit "B", and incorporated herein by reference (hereinafter "Conditions").

D. Among other things, Condition No. 6 states:

6. **Prior to filing the Final Map with the City Engineer**, the developer shall:

...

- d. Submit to the City, at least 60 days before filing the original signed Final Map in order to permit review, pursuant to Government Code § 66456.2, of the following documents and receive approval from [sic] the City Engineer:

- i. A Final Map for review and approval from the City Engineer and City's Acting Land Surveyor, along with the applicable review deposit. The Final Map shall be in conformance with the approved Tentative Map. A Final Map shall comply with the State of California's Subdivision Map Act, and all applicable City ordinances and resolutions. The map shall show additional dedications for street right-of-way, landscape, pedestrian access, sewer lines, storm drain lines, or overland flow, as necessary. The Final Map shall be approved for recording by the City Council and be recorded with the County Recorder.

...

- xiii. Letters of non-interference from any utility company that may have rights of easement within the property boundaries, as well as a description of the types and locations of all underground utilities.

...

- xvi. Utility plans for a water system, designed to the satisfaction of Golden State Water Company, the City Engineer, and the Los Angeles County Fire Department "LACOFD").

- xvii. Enter into a Subdivision Improvement Agreement and Deferred Subdivision Improvement Agreement with the City of Claremont for the completion of applicable public improvements fronting the map boundaries.

...

- g. Obtain approval and satisfy the requirements from the LACOFD for the proposed subdivision demonstrating compliance with LACOFD requirements.

...

E. Among other things, Condition of Approval No. 7 states:

7. Prior to approval and recordation of the final map, the subdivider shall:

- a. Include an original, signed Final Map, and offers of dedication of all necessary easements when required for roadway purposes, public sidewalks, drainage facilities, sanitary sewer, landscaping, utilities, ingress and egress, etc. All dedications shall be recorded as directed by the City Engineer. No structures shall be placed on any part of the easement, except those directly related to the purposes of said

easement, or otherwise approved by the City Engineer or respective easement holders. If applicable, any quitclaims by the City to be done prior to recordation of Final Map (and document number noted on Final Map).

...

- m. Prior to issuance of grading permits associated with construction of the Colby Neighborhood residences, the Applicant shall post a five-year bond for the construction of a traffic signal at the Colby Circle/Indian Hill Boulevard intersection. Intersection conditions will be re-evaluated by the developer, at the developer's expense and in coordination with the City at the halfway point of the five-year bond and conclusion of the bonding period. If the warrants are not met, the bond may be retired. (Mitigation Measure K).
- n. The warrants shall be prepared under current conditions present at the specified time per the mitigation measure requirement. If the warrants are met, the signal will be installed by the developer, at the developer's expense. The developer shall work with city staff and/or consultants for the review and approval of the traffic signal plan for this intersection. All fees incurred by the consultant review shall be paid at the developer's expense.
- o. A Deferred Improvement Agreement (DIA) will be required to address the five-year bond for the construction of the traffic signal. The DIA shall be processed concurrently with the Subdivision Improvement Agreement at final map approval. The bond amount shall be based on designed improvement plans and cost estimates. Curb ramps shall be designed to Caltrans standards.

F. Subdivider has encountered delays obtaining approval of utility plans for a water system from Golden State Water Company, the City Engineer, and the LACOFD (required by Condition 6.d.xvi) and memorializing related easement rights (required by the other Conditions listed above in the previous recital). To allow the Project to proceed, the City has agreed to defer Subdivider's obligation to submit utility plans for a water system and related easement rights in accordance with the terms set forth below in this Agreement.

G. Subdivider has submitted to the City a Final Map for the Project (hereinafter "Final Map"). The Final Map will be presented to the City Council for its consideration at the same time as a proposed Subdivision Improvement Agreement ("SIA"), a proposed Deferred Improvement Agreement ("DIA"), and this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subdivider and the City hereto agree as follows:

1. Deferral of Time for Completion of Conditions Relating to the Water System Plan.

a. City Approval of Final Map. Notwithstanding the timing requirements relating to utility plans for a water system and related easements set forth in Conditions 6 and 7, the City hereby agrees that Subdivider has provided the City Engineer with confirmation from the Golden State Water Company ("GSW") and the Los Angeles County Fire Department ("LACOFD") that Subdivider's utility plans for a water system meet GSW's and LACOFD's requirements. As such, the City hereby agrees that Subdivider may file a Final Map with the City Engineer for City Council consideration and approval.

b. Recordation of Final Map. The Final Map shall not be recorded unless and until it is approved by LACOFD.

c. Issuance of Grading and Building Permits. Except as expressly set forth in the paragraph below, Subdivider shall not request, and the City shall not issue any grading permits or building permits for the Project unless and until: (1) the Final Map is recorded; and (2) Subdivider has fully complied with Conditions 6 and 7 by, among other things, obtaining approval of utility plans for a water system from GSW, the City Engineer, and the LACOFD and by providing documentation that, to the satisfaction of the City Engineer, memorializes that Subdivider and/or GSW has obtained and/or conveyed any and all easement rights that will be needed for the implementation and maintenance of the water system and vacated any easements that are no longer necessary for a water system.

The parties agree that, after: (1) the City Council approves the Final Map, (2) this Agreement, the DIA, and the SIA are fully-executed, and (3) the Final Map is recorded, Subdivider may request, and the City may issue grading permits and building permits for the following work in the following sequence:

(1) Grading – South side only.

(2) Wet utilities – Domestic Water in Colby Circle can be permitted once Subdivider has entered into a Main Extension Contract with GSW.

(3) Wet utilities – South side only In tract.

(4) Grading & Wet utilities – Remaining North Side – after GSW acceptance of new water system in Colby Circle and successful transfer of adjacent existing lines to the new water system.

(5) Building Permits – North and South sides.

2. Right to Suspend or Revoke

If Subdivider fails to obtain from GSW and/or LACOFD utility plans for the water system and/or fails to obtain or convey the related easements as required by Condition No. 6, identified in Recital D, within 12 months of the date on which the City Council approved the Final Map, the City shall have the right to suspend or revoke Subdivider's permit(s) and/or approval(s) that relate to, were issued in connection with, and/or are impacted by the utility plans for the water system and related easements (including, without limitation, the City Council's approval of the Final Map). Notwithstanding the forgoing, this Agreement does not preclude or restrict the

City's right to suspend or revoke Subdivider's permits and/or approvals on any other ground set forth in applicable law.

3. Subdivider's Acceptance of Risks

Subdivider understands, acknowledges, and agrees that, even if the City has approved the Final Map and issued grading permits and/or building permits, any work Subdivider performs prior to recordation of the Final Map that is required to be corrected as a result of modifications to utility plans for the water system and related easements **does not confer any vested rights and is performed entirely at Subdivider's risk.**

Subdivider further understands, acknowledges, and agrees that, if GSW, LACOFD, and/or the City Engineer ultimately reject Subdivider's proposed utility plans for a water system and related easements, or if the proposal cannot be implemented for any other reason (such as infeasibility), then Subdivider may need to reconfigure the Project to find a new way to connect the Project to GSW's water system. Subdivider understands, acknowledges, and agrees that changes to the layout of the Project may require a new subdivision map and/or other discretionary approvals (such as a new or amended Architectural Review), which Subdivider will need to prepare at Subdivider's sole expense.

By filing a Final Map with the City Engineer for City Council review and approval prior to satisfying Conditions 6 and 7, Subdivider has knowingly and voluntarily assumed these risks.

4. Binding on Successors; Obligations Run with the Land; Consent to Record Agreement Against the Property

The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property 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.

Subdivider covenants that it shall not transfer the Property to an agent, assign, transferee, grantee, lessee, or subsequent purchaser (collectively, "transferee") without notice to the transferee of the covenants set forth in this Agreement. In order to impart constructive notice of this restriction, Subdivider agrees that the City shall record this Agreement against the Property, and Subdivider consents to such recordation.

Subdivider further covenants that it shall not transfer the Property 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 the Property to a transferee without providing notice of the covenants set forth in this Agreement.

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

5. Release of Covenants

If Subdivider fully complies with Conditions 6 and 7 to the City Engineer's satisfaction, then at Subdivider's request, the City Engineer, on behalf of the City, shall execute a release of this Agreement that may be recorded against the Property. Subdivider shall be responsible for any and all costs associated with drafting and recording such a release.

6. Third Party Legal Action

Subdivider shall defend, indemnify, and hold harmless the City and its officials, officers, employees, and agents, including without limitation, its City Engineer ("Indemnified Parties") from and against any claim, action, or proceeding against the Indemnified Parties to attack, set aside, void, or annul any approval by the City relating to the Project's Final Map and related agreements (i.e., this Agreement, the DIA, and/or the SIA), including, without limitation, an action by an advisory agency, appeal board, legislative body, or licensing board concerning Indemnified Parties' approval of the Project, the Final Map, this Agreement, grading permits, building permits, or any other Project-related approval. This defense and indemnification shall include the payment of all legal costs incurred on behalf of the Indemnified Parties in connection with the application, and the defense of any claim, action or proceeding challenging the approval. The Indemnified Parties may select legal counsel of their choice to defend the challenge or they may accept the defense tendered by Subdivider.

The Indemnified Parties will promptly notify Subdivider of any claim, action, or proceeding and will cooperate fully in the defense. Within thirty (30) days of receipt of such notice, Subdivider shall provide the City with a litigation deposit in the amount of twenty-five thousand dollars (\$250,000) to be used for the Indemnified Parties' legal fees and costs defending the Project approval(s). Subdivider shall replenish the deposit as requested by the City, and unless waived by the City, the amount of the deposit must remain at at least ten thousand dollars (\$10,000) while the proceeding is pending. Any funds remaining in the deposit shall be reimbursed to Subdivider at the conclusion of the proceeding.

In the event a legal challenge to this Agreement or any related discretionary approval is successful, and an award of damages, attorney fees, and/or costs is made to the challenger, Subdivider shall be responsible to pay the full amount of such an award.

7. Notices

Any notice, request, approval or other communication to be provided under this Agreement shall be in writing and provided by personal service or prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Claremont
Community Development Department
207 Harvard Ave.
Claremont, California 91711
Attn: City Engineer

To Subdivider:

Claremont 96 Development, LLC, a
Delaware limited liability company
895 Dove Street, Suite 400
Newport Beach, CA 92660

Attn: Rick Puffer, Vice President -
Development

8. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement 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 Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

9. Authority to Execute

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

The City and Subdivider represent and warrant to each other that the individuals executing this Agreement that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Subdivider and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. Governing Law & Venue

The laws of the State of California shall govern the interpretation of this Agreement. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Los Angeles.

11. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12. Integration

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral, express or implied.

13. Third Party Beneficiaries

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

14. Attorneys' Fees

In any action or proceeding arising out of this Agreement, the prevailing Party therein shall be entitled to recover from the other Party thereto the reasonable attorneys' and paralegals' fees, court costs, filing fees, publication costs and other expenses incurred by the prevailing Party in connection therewith, at trial and all appellate proceedings. In any legal action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees not to exceed the amount of fees, costs, and expenses incurred by the City Attorney's Office in connection with that action.

15. Counterparts

This Agreement 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 Agreement.

16. Amendment

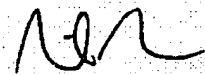
This Agreement may be amended at any time by the mutual consent of the Parties by a written instrument signed by both Parties.

IN WITNESS WHEREOF the Parties do hereby agree to the full performance of the terms set forth herein.

City of Claremont,
a municipal corporation

Claremont 96 Development, LLC,
a California limited liability company

By: Jennifer Stark
Title: MAYOR
Date: _____


By: **RICK RUFFOLO**
Title: **VICE PRESIDENT**
Date: **JUNE 3RD 2021**

Attest:

By: Shelley Desautels
Title: CITY CLERK
Date: _____

By: _____
Title: _____
Date: _____

Approved As To Form:

By: Alisha Patterson
Title: CITY ATTORNEY

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.

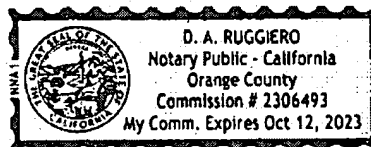
State of California Orange)
County of ~~Los Angeles~~ Orange)

On June 3, 2021, before me, D.A. Ruggiero,
(insert name and title of the officer)

Notary Public, personally appeared Rick Puffer,
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 D.A. Ruggiero

(Seal)

State of California)
County of Los Angeles)

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.

WITNESS my hand and official seal.

(Seal)

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, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

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, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

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, _____,
(insert name and title of the officer)

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.

Signature _____

(Seal)

EXHIBIT A
IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 3 AND A PORTION OF COLBY CIRCLE PER PARCEL MAP NO. 8421, FILED IN BOOK 93 PAGES 78 AND 79 OF PARCEL MAPS, TOGETHER WITH LOT 4 OF TRACT MAP NO. 73078, FILED IN BOOK 1413, PAGES 57 THROUGH 60, INCLUSIVE, OF MAPS, BOTH IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

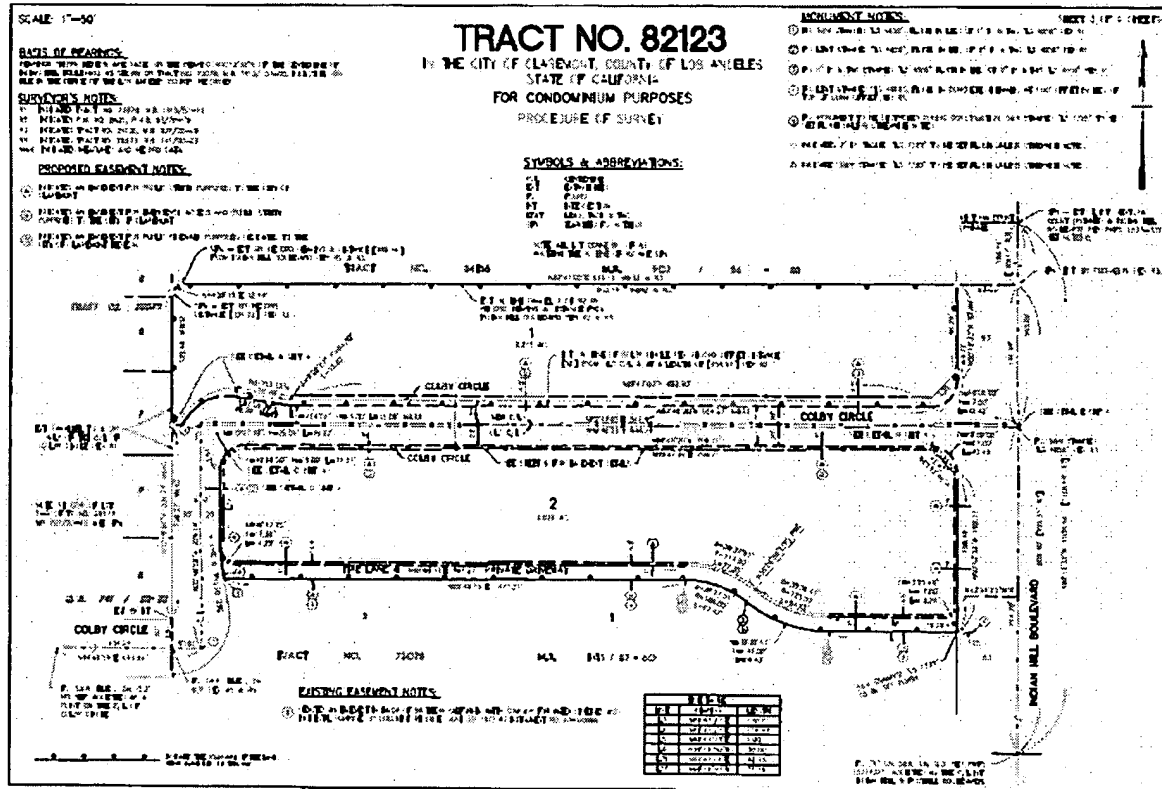


EXHIBIT B

RESOLUTION NO. 2020-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT APPROVING TENTATIVE TRACT MAP #82123 FOR THE 96-UNIT COLBY NEIGHBORHOOD TOWNHOMES AT THE OLD SCHOOL HOUSE/CLAREMONT INN SPECIFIC PLAN AREA – APPLICANT- INTRACORP HOMES/RICK PUFFER

WHEREAS, the applicant is requesting approval of an application for Tentative Tract Map #82123 ("Project") covering the lots on each side of the east-west portion of Colby Circle, immediately west of Indian Hill Boulevard and north of the Old School House mixed-use site; and

WHEREAS, the City's General Plan designates the Project site as Mixed-Use, and the zoning designation is Specific Plan 9 (Old School House/Claremont Inn Specific Plan) (the "Specific Plan"). The Specific Plan was adopted in 2006, along with a Mitigated Negative Declaration ("MND") and an Addendum adopted in 2017 and covers a 21-acre area situated at the northwest corner of the intersection of Foothill and Indian Hill Boulevards.

WHEREAS, the Specific Plan allows for several major improvements, including the construction of the Colby Neighborhood Townhomes, a 96-unit, two- to three-story townhome project with attached 2-car garages and 48 guest spaces covering 4.95 acres of the Specific Plan area; and

WHEREAS, Claremont's Inclusionary Housing Ordinance requires for-sale residential developments of seven or more units to provide a minimum 15 percent of all newly-constructed dwelling units at an affordable rate (low- or moderate income), or pay an in-lieu fee, when applicable. Density Bonus Law also mandates that development projects that incorporate affordable housing are entitled to a density bonus, and other incentives to enable the construction of affordable housing. The Specific Plan states that a total of 126 housing units would be developed, including 96 units in the Colby Neighborhood Townhomes project and 30 units in the condominium project in the Old School House mixed-use site. Fifteen percent of 126 units equates to 19 units that must be classified as "inclusionary units" which must be offered and sold to Moderate Income Households at an affordable housing cost. The City will verify tenant incomes to maintain the affordability of the inclusionary units. The Specific Plan approved the units to be scattered in the condominiums planned for the Colby Neighborhood Townhomes (three inclusionary units) and the 30-unit condominium project (16 inclusionary units); and

WHEREAS, The Colby Neighborhood Townhome project was fully analyzed under the Mitigated Negative Declaration prepared for the OSH/Claremont Inn Specific Plan (State Clearinghouse #2006101134), adopted by the City Council on December 12, 2006. There are no substantial changes to the project, substantial changes to the circumstances under which the project is undertaken, or new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was approved. As such, Section 15162(a) of

the California Code of Regulations does not authorize the City to require subsequent environmental review at this time.

WHEREAS, on July 21, 2020, the Planning Commission held a noticed public hearing where the Project was analyzed; and all persons wishing to testify in connection with the Project were heard, and, after receiving all pertinent testimony and evidence on the matter, including the staff report and documents presented at the public hearing, on a 6-0-1 vote, the Planning Commission adopted Resolution 2020-12, recommending that the City Council approve the Project; and

WHEREAS, a Project hearing was noticed for the City Council meeting on September 8, 2020. On August 27, 2020, notices were posted at the Project site, and all properties within 300 feet of the Specific Plan boundary areas for the project were notified by mail. On August 28, 2020, notice was also published in the Claremont Courier; and

WHEREAS, before taking action, the City Council has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, and all written and oral evidence presented to it during all meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Colby Neighborhood Townhome project was fully analyzed under the Mitigated Negative Declaration prepared for the OSH/Claremont Inn Specific Plan (State Clearinghouse #2006101134), adopted by the City Council on December 12, 2006. There are no substantial changes to the project, substantial changes to the circumstances under which the project is undertaken, or new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the MND was approved. As such, Section 15162(a) of the California Code of Regulations does not authorize the City to require subsequent environmental review at this time.

Section 3. Based on the entire record before the City Council, all written and oral evidence presented to the Planning Commission and City Council, and the findings set forth in this Resolution, the City Council approves Tentative Tract Map #82123, subject to the Conditions of Approval included in this Resolution.

Section 4. The Project includes the improvements that further many General Plan goals and policies including the following:

Redevelopment and Mixed-Use

- *Provide new opportunities in the Foothill Boulevard Corridor for Mixed-Use residential, retail, commercial, and civic uses (Policy 2-15.1).*
- *Transform the Claremont Inn (now Doubletree) and Old School House property into a vibrant Mixed-Use development that includes a hotel, conference center, retail space, entertainment/cultural space, and higher density residences with pedestrian connections between the different uses (Policy 2-16).*
- *Revitalize aging and underperforming commercial and industrial areas (Goal 3-2).*
- *Facilitate creative, attractive, and beneficial redevelopment of the Old School House site, including provision of housing opportunities (Policy 3-2.7).*
- *Allow Mixed-Used development as a means of providing housing near commercial services (Policy 8-3.2).*

The Project is a major component of the Old School House revitalization. The Project will remove two unsightly and underutilized surface parking lots to construct a residential project that will not only architecturally complement the Old School House, but will also increase the housing supply in the city, including three additional moderate-income units. The Project will allow for the completion of the redevelopment program envisioned in the Specific Plan for the Old School House site and help tie it in with the Griswold Townhomes on the north and the Oxford neighborhood to the west. The new townhomes utilize a contemporary interpretation of the Spanish Colonial design of the Old School House thus complementing the historic character of the existing building while addressing current trends. The new development will also include new landscaping, street trees, an open common area plaza with seating areas and barbeques, public art pieces. Pedestrian and vehicular circulation will be provided through internal walkways and the new Road 'A' connecting the Project site to the mixed-use portion of the Old School House property. The existing access from the Griswold development onto the Specific Plan area will also be maintained through the vehicular and pedestrian gates located along the northern shared property line.

Housing

- *Provide opportunities for a variety of housing types that respond to the needs of residents of all age ranges and incomes and located in all areas of the city (Policy 2-2.1).*
- *Provide opportunities throughout the city for adequate and affordable housing in a wide range of housing types to meet the needs of all socio-economic segments of the community (Goal 8-3).*
- *Promote economically diverse neighborhoods by encouraging mixed-income housing developments (Policy 8-3.4).*

- *Encourage affordable housing to be distributed throughout the city to create economically diverse neighborhoods and to minimize concentrated impacts on the schools in areas of the city with existing affordable housing (Policy 8-3.11).*

The Project consists of attached and detached housing in the form of two- to four-bedroom units, flats, two- to three-story units, offering both market rate and moderate-income (affordable) rate housing units. The affordable housing units would be for-sale to qualified buyers.

The Specific Plan designates 3 of the 30 units in the Colby Neighborhood Townhomes to be reserved for moderate income buyers (inclusionary units). The other 16 inclusionary units designated in the Specific Plan are located in the 30-unit condominium project in the Old School House mixed-use site.

In an effort to promote economically diverse neighborhoods, the Project will integrate the affordable housing units with the market rate housing units rather than clustering them, with two units provided on separate buildings on Lot 1 and the third unit provided on Lot 2. Aside from the 16 inclusionary units provided in the 30-unit condominium project. Collectively, the Specific Plan area will provide a total of 19 affordable housing units within an area of the city that currently does not have any available for purchase.

Design

- *Require the preservation of the architecturally significant portions of the Old School House Center building to the extent feasible (Policy 2-16.2).*
- *Create an experience that complements existing Old School House tenants (Policy 2-16.3).*
- *Ensure the future development at the Old School House is sensitive to and compatible with surrounding residential areas (Policy 2-16.4).*

The Project will not affect any of the existing historic Old School House buildings, but rather, it will complement the Spanish Colonial architectural style with a contemporary interpretation of Spanish architecture to address current housing trends. Regarding the surrounding residential areas, the new buildings along the north and west sides of Lot 1 are two-story single-family homes that provide an appropriate transition to two-story homes from Griswold Townhomes and Oxford Avenue. Buildings along the north side are set back 10 feet from the property line shared with Griswold Townhomes as required. As requested by the closest neighbors on Oxford Avenue, the homes will be setback between 13.8 feet and 14.3 feet from the shared property line, thus further than the minimum required 10-foot-wide setback. This will result in a significant distance between the new single-family homes and the closest two-story residence along Oxford Avenue at 67 feet 11 inches. Also, as requested by the neighbors to provide privacy along the property line, all second story balconies were removed from these homes, and the second story floor plans were designed to limit the windows along the front elevation to an interior staircase window and a bedroom window. Additionally, several Brisbane Box trees are proposed to be planted to create the evergreen privacy screen suggested by the

Commission between. The new trees will add to the existing mature Canary Island Pine tree that is located on the Laws' side of the property line.

Parking

- *Provide convenient and accessible parking that fosters economic growth and improves quality of life in neighborhoods (Goal 4-6).*

The Project will provide convenient and accessible residential parking onsite within two-car garages attached to each unit for a total of 192 spaces as required in the Specific Plan. The 49 guest spaces (one space over the 48 required spaces) are provided through a combination of on-site and off-site spaces, including 12 spaces (including one ADA) on Lot 1, 23 spaces along the south side of Colby Circle, and 14 spaces in the parking lot along Road "A" north of the Old School House theatre building. Although the Specific Plan only requires 15 percent of the guest parking to be provided on-site, the applicant is providing over 50 percent of these spaces onsite due to Fire Department parking restrictions along the north side of Colby Circle. In this case, the applicant's proposal to provide a larger share of guest spaces on private property improves parking availability for overnight guests given the City's prohibition on overnight parking on public streets.

Neighborhood Associations

- *Foster neighborhood associations, recognizing that they will vary in structure and may have dissimilar goals from each other. Encourage residents to join together according to natural or perceived neighborhood boundaries, which may change over time (Policy 7-2.2).*

The Colby Neighborhood Townhomes development will establish a Homeowner's Association (HOA) to manage the project according to the Covenants, Conditions, and Restrictions (CC&R's) required to be recorded against the property as a condition of approval of the Project. The CC&Rs will provide a cohesive set of goals and policies to ensure that design and operational standards are maintained for the life of the development.

Section 5. The findings of Section 17.050.070 of the Claremont Municipal Code can be made for the proposed Tentative Tract Map as follows:

1. *The proposed map, or the design or improvement of the subdivision, is consistent with the General Plan and applicable Specific Plan and Municipal Code provisions of this Code. The proposed division of property, and its design and improvements, are consistent with the General Plan designation of the property and the goals and policies contained in the General Plan, including those described in Section C above. In addition, the map is consistent with the Specific Plan in the following ways:*

* Area – The map is within the boundaries of the Specific Plan and is substantially consistent with the size of development anticipated in that same area of the Specific Plan.

* Uses - The map maintains property line configurations that are consistent with the Specific Plan Zoning Districts, placing the multi-family residential development on Lots 1 and 2 located on each side of the east-west portion of Colby Circle. The map would also help facilitate a major principle from the Specific Plan, namely, townhouse and condominium housing should be an integral component to the overall development. Also, the map maintains the same number of townhomes and residential parking spaces prescribed in the Specific Plan, while increasing the number of guest spaces from 48 to 49 spaces.

* Access – The map is substantially consistent with all vehicle access points proposed with the Development Plan in Figure 2-2 of the Specific Plan. Furthermore, the map area also includes the northern half of private Road 'A', a new roadway planned in the Specific Plan to provide east-west access between the southern "knuckle" of Colby Circle and Indian Hill Boulevard. The southern half of the new road is included in Tract Map 73078 covering the Old School House mixed-use site.

* Improvements - The map will facilitate required on-site and off-site improvements that will go toward furthering features identified in the Specific Plan, including new residences, parking, sidewalks, lighting, landscaping, etc.

* Specific Plan Objectives - The map is consistent with objectives of the Specific Plan in that it will: facilitate development that goes toward revitalizing and beautifying the site; provide a mix of uses that are integrated to help continue the dynamic synergy of activities serving locals and visitors alike; maintain and expand pedestrian connections on and offsite; maintain compatibility with the surrounding neighborhoods by including single-family housing units along the north and west property lines as an appropriate transition from multi-family residences.

* Specific Plan Policies and Goals – The map will further many of the Specific Plan goals and policies, such as:

Goal 1.1: *Provide pedestrian and open space connections between all uses.* The map will maintain and expand pedestrian access and connectivity throughout the site along walkways, driveway alleys, a common outdoor plaza area and offsite public sidewalks.

Goal 3.1: *Create visually and architectural variety through changes in housing typology, building heights, massing, and exterior design.* The new buildings will create visual and architectural variety through its many housing types, including

12 single-family two-story detached residences, one two-story duplex, and nine two-story triplexes on Lot 1. Lot 2 includes 10 three-story buildings consisting of eight 5-plexes, one 7-plex and one 8-plex.

Goal 3.3: *Incorporate new housing into the surrounding neighborhood with an orientation towards streets and sidewalks.* The buildings are designed with the majority of townhomes having front doors facing the courtyards between buildings, but the plan also includes a number of units with front doors facing Colby Circle or Indian Hill Boulevard, in addition to three residences facing the Oxford Avenue neighboring properties along the west perimeter of Lot 1 and one unit facing the Griswold development on the north.

Policy 1.1: *Create a pedestrian network with major linkages and internal pathways between parcels.* The map includes pedestrian walkways throughout Lots 1 and 2 connecting to the sidewalks along Colby Circle and across the new Road 'A' to the Old School House mixed-use site. Access easements within Lots 1 and 2 will be dedicated to maintain the pedestrian access that has historically been provided for residents of the Griswold development across the Project site to Colby Circle and the Old School House site, as well as for the occasional delivery/moving trucks and emergency vehicle that cannot be accommodate through the Griswold Townhomes entrance along Foothill Boulevard.

2. *The site is physically suitable for the type and density of the development.* Because the Project is substantially consistent with the development anticipated by the Specific Plan on the site, the site is physically suitable for the proposed type and density of the development. The site is served by Colby Circle, Foothill and Indian Hill Boulevards, all being improved public streets with sufficient capacity to absorb the traffic generated by the Project. In addition, the Project will introduce a new thoughtfully located private street that will improve internal circulation on the site and connections to the existing network of streets and private drives. Moreover, the site's zoning designation permits the type of use proposed, and the density of the use complies with both State and local standards. Further, the density of residential units is identical to what was proposed in the Specific Plan, and other improvements are substantially consistent with the Specific Plan and will meet the conditions associated with this Tract Map.
3. *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor substantially and avoidably injure fish or wildlife or their habitat.* As explained in the MND, the design of the proposed subdivision of the site and improvements will not cause substantial environmental damage, nor substantially and avoidably injure fish and wildlife.
4. *The design of the subdivision or the type of improvements is not likely to cause serious public health or safety problems.* The design of the proposed subdivision and other related improvements will not cause any serious health or safety

problems, in that all construction and public improvements will be performed per the requirements of all applicable codes, including the zoning and building codes.

5. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision will not conflict with easements acquired by the public at large. All public easements will be accommodated or relocated to more appropriate locations on the site or within the adjacent public streets. Water and sewer easements will be dedicated on Lot 1, as well as access easements for the Griswold Townhomes residents over Lots 1 and 2. A existing water easement in Lot 1 will be quitclaimed as the water line will be relocated within Colby Circle as part of the development. In addition, sidewalk easements will also be dedicated on Lots 1 and 2 adjacent to the Colby Circle public right-of-way, and public utility easements will be dedicated within Lot 1.
6. *Solar access and passive heating and cooling design requirements have been satisfied in accordance with Chapter 17.03.* The design of the subdivision allows adequate solar access to meet passive heating and cooling design requirements. In addition, photovoltaic solar power will be available to each homeowner with an estimated minimum of 230 kW of solar panels installed within the Project.
7. *The subdivision balances the housing needs of the region against the public service needs of the City's residents and available fiscal and environmental resources.* The Project helps the City meet its regional housing needs by providing for new market rate and moderate income housing.
8. *The discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements of the Los Angeles Regional Water Quality Control Board.* The discharge of waste from the Project will not result in the violation of the existing requirements of the Regional Water Quality Control Board, as the Project will be required to annex to the Los Angeles County Sanitation District and hook up to the local sanitary sewer system.

Section 6. Tentative Tract Map #82123 is approved based on the findings of Section C, and subject to the following conditions:

1. The applicant shall submit, within five days of City Council approval, the following item necessary to file a Notice of Determination, as required by CEQA: A check in the amount of \$75, payable to the Los Angeles County Clerk Recorder.
2. The applicant or future Project successor shall comply with all previously approved applicable Specific Plan CEQA mitigation measures.
3. The applicant/owner shall provide disclosure in the escrow documents for Units 40, 41 and 90 regarding the potential for future installation of traffic signals at the north and south corners of Indian Hill Boulevard and Colby Circle pursuant to CEQA Mitigation Measure K.

4. Noncompliance with any condition of this approval shall constitute a violation of the Claremont Municipal Code. Violations may be enforced in accordance with the provisions and/or the administrative fines program of Chapter 1.14 of the Claremont Municipal Code.
5. The applicant/owner, by utilizing the benefits of this approval, shall thereby agree to defend at its sole expense, any action against the City, its agents, officers, and employees because of the issues of such approval. In addition, the applicant/owner shall reimburse the City et al for any court costs and attorney fees that the City et al may be required to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant/owner of its obligation hereunder.
6. Prior to filing the Final Map with the City Engineer, the developer shall:
 - a. Pay any and/or all outstanding development review fees related to the Project (Tentative Tract Map #82123 and any/all other related files). Payment shall be collected prior to filing the Final Map with the City Engineer.
 - b. Submit all required plans and studies, which shall be prepared by a registered professional engineer and submitted to the City Engineer for review and approval. All drawings must be submitted on 24"x36" and 11"x17" sheets.
 - c. Confirm that the original, signed Final Map includes offers of dedication of all necessary easements when required for roadways, sidewalks, streetlights, drainage facilities, sanitary sewer, storm drain, landscaping, utilities, ingress and egress, etc. All dedications shall be recorded as directed they the City Engineer. No structures shall be placed on any part of these easements, except those directly related to the Project and authorized by the City Engineer. Any required onsite easements shall be delineated on the Final Map as approved by the City Engineer.
 - d. Submit to the City, at least 60 days before filing the original signed Final Map in order to permit review, pursuant to Government Code §66456.2, of the following documents and receive approval form the City Engineer:
 - i. A Final Map for review and approval from the City Engineer and City's Acting Land Surveyor, along with the applicable review deposit. The Final Map shall be in conformance with the approved Tentative Map. A Final Map shall comply with the State of California's Subdivision Map Act, and all applicable City ordinances and resolutions. The map shall show additional dedications for street right-of-way, landscape, pedestrian access, sewer lines, storm drain lines, or overland flow, as necessary. The Final Map shall be approved for recording by the City Council and be recorded with the County Recorder.

- ii. Continue to work with the Engineering & Planning divisions regarding the right of way final configuration at the north west and south west corners of Indian Hill Boulevard and Colby Circle. Final configuration of easements shall be to the satisfaction of the City Engineer and Acting Land Surveyor.
- iii. Los Angeles County Bench marks shall be used for vertical control.
- iv. A preliminary soils report that addresses the geology, the stability of the site, the grading requirements, and all necessary erosion control measures, and soil stabilization methods, per Mitigation Measure C.
- v. Prior to the completion of final plans and specifications for the Colby Neighborhood component of the Specific Plan, the Applicant shall submit to the City of Claremont a Final Geotechnical Investigation, prepared by an engineer licensed to perform such analyses, based upon the approved location of new facilities. The Final Geotechnical Investigation will define the foundation conditions present at each of the structure locations, and shall provide specific test analyses and recommendations for necessary soils engineering parameters, such as, but not limited to, allowable bearing capacities, liquefaction potential, expected settlements, and seismic parameters. The Final Geotechnical Investigation will provide plans and specifications for foundations. All reasonable plans shall be prepared, and precautions shall be taken, which are standard for the geotechnical industry to ensure the safety of all personnel and persons who may be involved in the investigations. Methods, techniques, and analyses shall be consistent with criteria established by the City of Claremont. This report shall be subject to the review and approval by the City of Claremont. (Mitigation Measure D)
- vi. Final infiltration testing will be required for each proposed drywell, or alternative infiltration based bmp, at the location and infiltration depth to confirm the infiltration rates used in the preliminary design.
- vii. A Final 25-year hydrology study prepared in conformance with the standards and requirements of the Los Angeles County Flood Control District. The study shall address how potential grading, in conjunction with the drainage conveyance systems, will allow building pads and adjacent properties to be safe from inundation from rainfall runoff and will protect downstream properties from drainage caused by the alteration of drainage patterns. All drainage shall be designed to contain a ten-year event within curb-to-curb area, and a 50-year event within the public right-of-way. All drainage structures shall be per City of Claremont or Los Angeles County standards. The developer may, as a result of the findings of the hydrology study, be required to install additional storm drain facilities prior to the issuance of the first Certificate of Occupancy for dwelling purposes.
- viii. Colby Circle is flowing at or over capacity during heavy storm events. Complete bypass of off-site run-on may not be possible due to Colby Circle capacity constraints. The Final Hydrology/Hydraulic report will need to analyze these conditions with a curb to curb analysis performed within and beyond the project frontage. Work with city staff to determine locations to analyze beyond the project frontage. If flooding conditions remain; increased on-site project detention may be required to accommodate off-site run-on not

accommodated in Colby Circle. The drainage design will need to address these conditions to the satisfaction of the City Engineer.

- ix. Comprehensive precise grading and drainage plans for the Colby Neighborhood site and new east/west private roadway. Plans shall be prepared and duly wet-stamped by a licensed civil engineer and be in conformance with the California Building Code and the City's standard grading requirements, and shall demonstrate compliance with the recommendations of the geotechnical engineer. Pad certifications and compaction tests will be required during the course of construction. The plans shall be subject to the review and approval of the City Engineer, and comply with and include the following elements:
 - 1. Slope areas no greater than 5:1.
 - 2. Onsite, stamped concrete crosswalk areas to be enhanced with white reflective paint. Locations that cross private roadway A shall be studied to address pedestrian safety concerns, including but not limited to, driver visibility, stopping sight distance, lighting requirements and ADA accessibility.
 - 3. Required improvements on private property outside of the Colby Neighborhood TR 82123 property boundary. This includes Griswold drainage improvements on the property to the north of the project area and Phase II Private Road A and guest parking improvements located on the TR 73078 30-unit condo project property. Construction easements and agreements and/or authorizations permitting the offsite construction shall be required prior to issuance of construction permits.
 - 4. Street Improvements, including but not limited to, street trees and parkway landscaping, public streetlights, accessible ADA compliant sidewalks and handicap ramps, and drive approaches per City standards.
 - 5. List all applicable Best Management Practices ("BMPs") for construction of site improvements; demonstrating compliance with any applicable National Pollutant Discharge Elimination System ("NPDES") permit requirements.
- x. Demonstrate compliance with the NPDES permit requirements, subject to review and approval by the City Engineer.
- xi. Title report and backup documents. This includes any/all reference maps and any easement documents referenced in the title report.
- xii. Closure calculations for map.
- xiii. Letters of non-interference from any utility company that may have rights of easement within the property boundaries, as well as a description of the types and locations of all underground utilities.
- xiv. "Will-serve" letters from utilities including gas, water, electric, cable TV, and telephone. Further, the developer shall contact the individual companies to coordinate the installation of said utilities.
- xv. Sewer plans designed by a registered civil engineer. Studies involving the sewer capacity shall be required as determined appropriate by the City Engineer. The applicant shall conduct sewer flow metering at specific locations as directed by the City Engineer.

- xvi. Utility plans for a water system, designed to the satisfaction of Golden State Water Company, the City Engineer, and the Los Angeles County Fire Department "LACOFD").
- xvii. Enter into a Subdivision Improvement Agreement and Deferred Improvement Agreement with the City of Claremont for the completion of applicable public improvements fronting the map boundaries.
- e. Obtain final map tax clearance from the Los Angeles County Land Development Office pursuant to Government Code Section § 66492.
- f. Annex or verification that the property has been annexed into the Los Angeles County Sanitation District Number 21, and all applicable fees shall be paid.
- g. Obtain approval and satisfy the requirements from the LACOFD for the proposed subdivision demonstrating compliance with LACOFD requirements.
- h. Submit a construction timeline for the project. The timeline shall include, at a minimum, the estimated start and finish dates for the following construction milestones: demolition, rough grading, precise grading, foundation work, framing, exterior and interior finished, landscaping, and certificate of occupancy. The project shall be diligently commenced and completed in accordance with the timeline/milestones accepted and approved by the Community Development Director. If any milestones are not met, the project may be subject to enforcement action by the City, including modification, suspension or revocation pursuant to applicable City Codes and State laws.
- i. Add a note to the applicable map sheets that reflects that the private roads will have unimpeded access.

7. Prior to approval and recordation of the final map, the subdivider shall:

- a. Include an original, signed Final Map, and offers for dedication of all necessary easements when required for roadway purposes, public sidewalks, drainage facilities, sanitary sewer, landscaping, utilities, ingress and egress, etc. All dedications shall be recorded as directed by the City Engineer. No structures shall be placed on any part of the easement, except those directly related to the purposes of said easement, or otherwise approved by the City Engineer or respective easement holders. If applicable, any quitclaims by the City to be done prior to recordation of Final Map (and document number noted on Final Map).
- b. Pay all fees and/or satisfy the requirements established by City ordinances and resolutions including, but not limited to, those set forth in the Claremont Municipal Code. These shall include, but not be limited to, the following:

- i. Final Map Check
- ii. Public Works Permit, plan check and inspection fees
- iii. Grading Permit, plan check and inspection fees
- iv. Development Impact Fees, including but not limited to:
 - (a) Sewer connection fees
 - (b) Drainage fees
 - (c) Transportation Impact fees
 - (d) Parkland fees
 - (e) Resurfacing fees
- c. Post security deposits/bonds guaranteeing: 1) construction within the public right-of-way and easement areas; 20 drainage and grading improvements; 30 construction of all utilities serving the site (including undergrounding of any/all utilities); 4) sewer improvements; 5) maintenance deposits; 6) landscape improvements (including street trees); and 7) construction of the project itself (if deemed) necessary).
- d. Submit for City Engineer and City Acting Land Surveyor's review and approval necessary cross lot drainage easements applicable to the project. Once approved, the applicant is responsible for recordation of said easements prior to the approval of the Final Map.
- e. Demolition and/or grading permits shall not be issued until such time as the parking garage associated with the 30-unit condominium project within TR 73078 is deemed by the City to be safe for occupancy and all related safety elements required for human occupancy and vehicular access are completed to the satisfaction of the Community Development Director.
- f. Submit comprehensive grading and drainage plans prepared by a registered civil engineer. The plans shall be in conformance with the California Building Code (latest edition), list all applicable BMP's for construction, and be in compliance with the City's MS4 ordinance, any applicable NPDES permits, Planning Development Document requirements, subject to review and approval of the City Engineer.
- g. Plans shall show that all applicable utilities (existing and proposed) are being placed underground including both facilities and wires for the supply and distribution of electrical energy, telephone, data and cable in accordance with the requirements of the Claremont Municipal Code. The existing and proposed underground utilities must be shown on the Building Plans and Engineering plans prior to permit issuance.

- h. File a Notice of Intent (NOI) with the Regional Water Quality Control Board. The NOI will be required prior to the issuance of grading and/or public works permits if a demolition permit is issued first.
- i. Submit a Storm Water Pollution Prevention Plan (SWPPP) and Low Impact Development (LID) document prepared by a registered civil engineer, in compliance with the City's MS4 ordinance and NPDES permit requirements, subject to review and approval by the City Engineer. The SWPPP will be required prior to the issuance of grading and/or public works permits if a demolition permit is issued first. Demonstrate compliance with the NPDES permit requirements including on-site retention of the storm water quality design volume from: (a) the 0.75-inch, 24-hour storm event; and (b) the 85th percentile, 24-hour rain event; as determined by the Los Angeles County isohyetal map, whichever is greater, subject to review and approval by the City Engineer.
- j. Applicant shall design, install and complete all necessary public improvements, including but not limited to, pavement, curbs, gutters, sidewalks, streetlights, street trees, driveway approaches, ADA ramps, sewers, storm drains, and domestic water and fire water construction in the public right-of-way along the entire street frontage of the development site. This includes facilities that will remain on private property but maintained by the City. Design and construction of all public improvements shall be in accordance with City codes.

Street improvement plans shall be designed by a registered civil engineer for portions of the site's Colby Circle right-of-way and Indian Hill Boulevard right-of-way and all private streets (private road "A"), drives and alleys. The design of Colby Circle shall be consistent with the City of Claremont Complete Streets Policy 10-43. These plans shall include curb and gutter, handicap ramps, ADA compliant sidewalks and transition, bus stops, parkways (where possible), parkway landscaping and irrigation, street lighting and street trees, access ramps and modified driveway approaches (as required for ADA/Title 24 purposes); all necessary traffic control signs (including new stop signs, crosswalks, reflective beacons, etc.) and striping, street reconstruction, striping and any transitions configurations, as necessary, as determined by the City Engineer. Public street lights shall be installed per the City of Claremont Street Light Policy. In addition, existing signage replacements and/or relocations and new sign installations within the project frontage shall be consistent with City MUTCD standards, which include new reflective requirements.

- Colby Circle shall be widened to a 36-foot curb-to-curb section in the east-west segment and receive curb-to-curb reconstruction within the tract map boundary.

- Indian Hill Boulevard shall receive a 2" grind and cap treatment (half width) and new sidewalk, curb, gutter and ADA ramps.

All private streets, driveways, and alleys shall be constructed in accordance with the approved typical sections shown on the tentative map. All private streets, alleys, and drives shall be constructed as determined by the geotechnical report and with a minimum four-inch of asphalt over four-inches of compacted native materials.

- k. Post security deposits guaranteeing: 1) construction within the public right-of-way; 2) grading improvements; 3) construction of all utilities serving the site (including undergrounding); 4) sewer improvements; 5) maintenance deposits; and, 6) landscaping improvements. The security deposit for construction within the public right-of-way shall include the costs for installation of street lights along the north and south Colby Circle frontage.
- l. The need for stop signs at the Colby Circle bends shall be analyzed at the north and south bends. Concerns with blind corner situations and provision of ADA need to be addressed.
- i. The Colby Neighborhood project shall install stop sign improvements at the north Colby Circle knuckle as specified in the approved study prepared by Kimley Horn TR 73078 Stop Sign Analysis currently being reviewed by the city.
- m. Prior to issuance of grading permits associated with the construction of the Colby Neighborhood residences, the Applicant shall post a five-year bond for the construction of a traffic signal at the Colby Circle/Indian Hill Boulevard intersection. Intersection conditions will be re-evaluated by the developer, at the developer's expense and in coordination with the City at the halfway point of the five-year bond and conclusion of the bonding period. If the warrants are not met, the bond may be retired. (Mitigation Measure K).
- n. The warrants shall be prepared under current conditions present at the specified time per the mitigation measure requirement. If the warrants are met, the signal will be installed by the developer, at the developer's expense. The developer shall work with city staff and/or consultants for the review and approval of the traffic signal plan for this intersection. All fees incurred by consultant review shall be paid at the developer's expense.
- o. A Deferred Improvement Agreement (DIA) will be required to address the five-year bond for the construction of a traffic signal. The DIA shall be processed concurrently with the Subdivision Improvement Agreement at final map approval. The bond amount shall be based on designed improvement plans and cost estimates. Curb ramps shall be designed to Caltrans standards.

- p. The Project applicant shall demonstrate to the City's Building Division that all recommendations from the Project's Geotechnical report have been incorporated into the Project design and grading and building plans. During grading and construction, the City's Community Development staff shall verify that grading and construction activities comply with these recommendations.
- q. Monument preservation shall be done in accordance with the Business Professions Code section 8771.
- r. In conjunction with the submittal of precise grading and landscape plans, the Project applicant shall work with the City Engineer and City Arborist regarding appropriate sight distance for the existing and proposed access drives for review and approval.
- s. The applicant shall specify the BMP's, such as watering the site and covering activities, in order to control fugitive dust during construction activities. To reduce air quality impacts, pursuant to South Coast Air Quality Management District ("SCAQMD") Rule 403, the applicant shall also be required to secure any necessary permits from the SCAQMD, including an approved fugitive dust emissions control plan, prior to the issuance of grading permits.
- t. During grading and construction operations, the applicant shall implement Best Available Control Measures ("BACM's") to minimize nuisance levels of construction activity emissions such as dirt, emissions and offsite impacts. BACM's shall include, but not limited to, the following:
 - i. Water all active construction areas at least twice daily;
 - ii. Cover all haul trucks or maintain at least two feet of freeboard.
 - iii. Pave or apply water four times daily to all unpaved parking or staging areas.
 - iv. Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
 - v. Cover or water twice daily any onsite stockpiles or debris, dirt, or dusty material.
 - vi. Suspend all operations on any unpaved surface if winds exceed 25 mph.
 - vii. Hydroseed or otherwise stabilize any cleared area which is to remain inactive for more than 96 hours after clearing is completed.
 - viii. Require a 90-day, low-NOx tune-ups for off-road equipment.
 - ix. Limit allowable idling to five minutes for trucks and heavy equipment.
 - x. Encourage carpooling for construction workers.
 - xi. Limit lane closures to off-peak travel periods.
 - xii. Park construction vehicles off traveled roadways.
 - xiii. Wet down or cover dirt hauled offsite.
 - xiv. Wash or sweep access points daily.
 - xv. Encourage receipt of material during non-peak traffic hours.
 - xvi. Sandbag construction sites for erosion control.

- u. Prior to grading and building operations, the applicant shall provide to City staff a signed written statement from the primary construction contractor acknowledging receipt of all related City Conditions of Approval and that the contractor understands that it is a misdemeanor under Claremont Municipal Code to violate a Condition of Approval.
8. **Prior to the release of the applicable subdivision improvement bonds,** the improvements authorized by either a grading permit or public works permit shall be done to the satisfaction of the City Engineer. Prior to construction, the applicant shall obtain both a public works permit, and grading and on-site improvement permit from the Engineering Division.
9. **Prior to the issuance of the first Certificate of Occupancy for any dwelling unit,** the following improvements shall be installed and documents noted below shall be provided by the developer to the satisfaction of the City Engineer:
- a. The CC&R's and any maintenance agreements, including but not limited to, responsibilities (repair schedule and costs percentages), or other applicable documents shall be reviewed by the City and be subject to approval by the City Attorney at the expense of the applicant. The maintenance responsibilities (repair schedule and cost percentages) of the private sewer system and private storm drains system shall be included in the document, among other requirements, to the satisfaction of the Community Development Director.
 - b. No occupancy permit can be granted for the residential homes, until all improvements required by this approval have been properly constructed, inspected and approved.
 - i. This includes off-site improvements located on the Griswold (drainage) and TR 73078 (Private Road "A" and visitor parking) properties.
 - c. A sewer system in accordance with approved sewer plans.
 - d. All public utilities (existing and proposed) to service the site, including gas, electricity, water, and telephone shall be underground and be operational. The developer shall contact the individual utility companies to coordinate the installation of said utilities.
 - e. Street and public right-of-way improvements, and any other necessary improvement, to provide adequate vehicular and emergency access, and as determined by the City Engineer. This includes the reconstruction of all existing sidewalk, curb and gutter.
 - f. Prior to the issuance of any certificates of occupancy for the Colby Neighborhood residences, as part of the Colby Circle street improvements associated with the development of the Colby Neighborhood residential development, the applicant shall stripe Colby Circle at Indian Hill Boulevard to provide a dedicated eastbound right-turn lane. (Mitigation Measure I)
 - g. The dedicated eastbound right-turn lane shall be 100' long.

- h. Traffic and parking items (i.e., stop sign, striping) as determined necessary by the City Engineer and Building and Safety Official.
- i. Add street name signs (private) that are of a style which complements the Old School House architecture.
- j. Private streetlights within the project area approved by the Architectural Commission.
- k. Install all new public streetlights approved by the City Engineer for Indian Hill Boulevard and Colby Circle.
- l. Coordinate with Community Services, Engineering and Planning to identify the tree species and location of street trees. Street trees must be in place prior to issuance of Certificate of Occupancy.
- m. Red curb or post no parking on all public streets as determined by the City Engineer for all areas adjacent to the map area.
- n. Add street/roadway name signs (public and private) that are of a style which complements the Old School House architecture or a style consistent with public street name signs design at the following locations, unless otherwise determined by the City Engineer: Colby Circle/Indian Hill Boulevard, Colby Circle/new private street, Indian Hill Boulevard/new private street, and at Colby Circle roadway bends. Also add low private group address signs to identify the Colby Townhomes at each courtyard, as well as curb address numbers. Name for new private streets/roadways shall be approved by the City of Claremont. Private signs shall be clearly indicated as private as determined appropriate by the City Engineer.
- o. Install all trip reduction measures as determined appropriate by the Director of Community Development, including but not limited to sidewalks, bicycle parking, carpool/vanpool parking, bus stop improvements or kiosk with public transportation information.
- p. Record an easement for purposes of vehicular access and parking within Lot 1 of the Old School House Tract Map #73078 as shown on the Preliminary Site Plan (Sheet 4 of Tentative Tract Map #82123). The easement document shall be reviewed by the City and recorded by the subdivider.

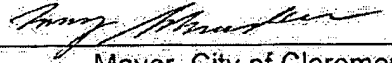
Section 7. The approval period for Tentative Tract Map #82123 shall be three years from the date of adoption of this resolution, unless extended under the Government Code. The Final Tract Map shall be filed with the City Engineer, and shall comply with the Subdivision Map Act of the State of California and all applicable ordinances, requirements, and resolutions of the City of Claremont.

Section 8. The documents and materials that constitute the record of proceedings on which these findings have been based are located in the City of Claremont, 207 Harvard Avenue, Claremont, CA 91711. The custodian for these records is the City Clerk of the City of Claremont.


Section 9. City staff shall cause a Notice of Determination to be filed and posted with the County of Los Angeles Registrar-Record/County Clerk and the State Clearinghouse within five working days of the City's adoption of this resolution.

Section 10. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption of it.

PASSED, APPROVED, AND ADOPTED this 8th day of September, 2020.


Mayor, City of Claremont

ATTEST:


City Clerk, City of Claremont

APPROVED AS TO FORM:


City Attorney, City of Claremont

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss:
CITY OF CLAREMONT)

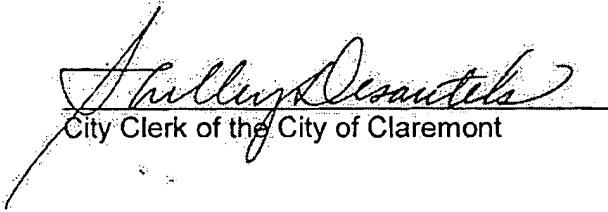
I, Shelley Desautels, City Clerk of the City of Claremont, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2020-66 was regularly adopted by the City Council of said City of Claremont at a regular meeting of said Council held on the 8th day of September, 2020, by the following vote:

AYES: COUNCILMEMBERS: CALAYCAY, LEANO, SCHROEDER, STARK

NOES: COUNCILMEMBERS: NONE

ABSTENSIONS: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: REECE


City Clerk of the City of Claremont

SCALE: 1"=50'

TRACT NO. 82123

IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES
PROCEDURE OF SURVEY

SHEET 3 OF 6 SHEETS

BASIS OF BEARINGS:
BEARINGS DETERMINED BY THE BEARING 180°27'27" OF THE CENTERLINE OF INDIAN HILL BOULEVARD AS SHOWN ON TRACT NO. 25078, M.B. 1413/57-60, INCORPORATED BY REFERENCE IN THE CITY OF CLAREMONT RECORDS.

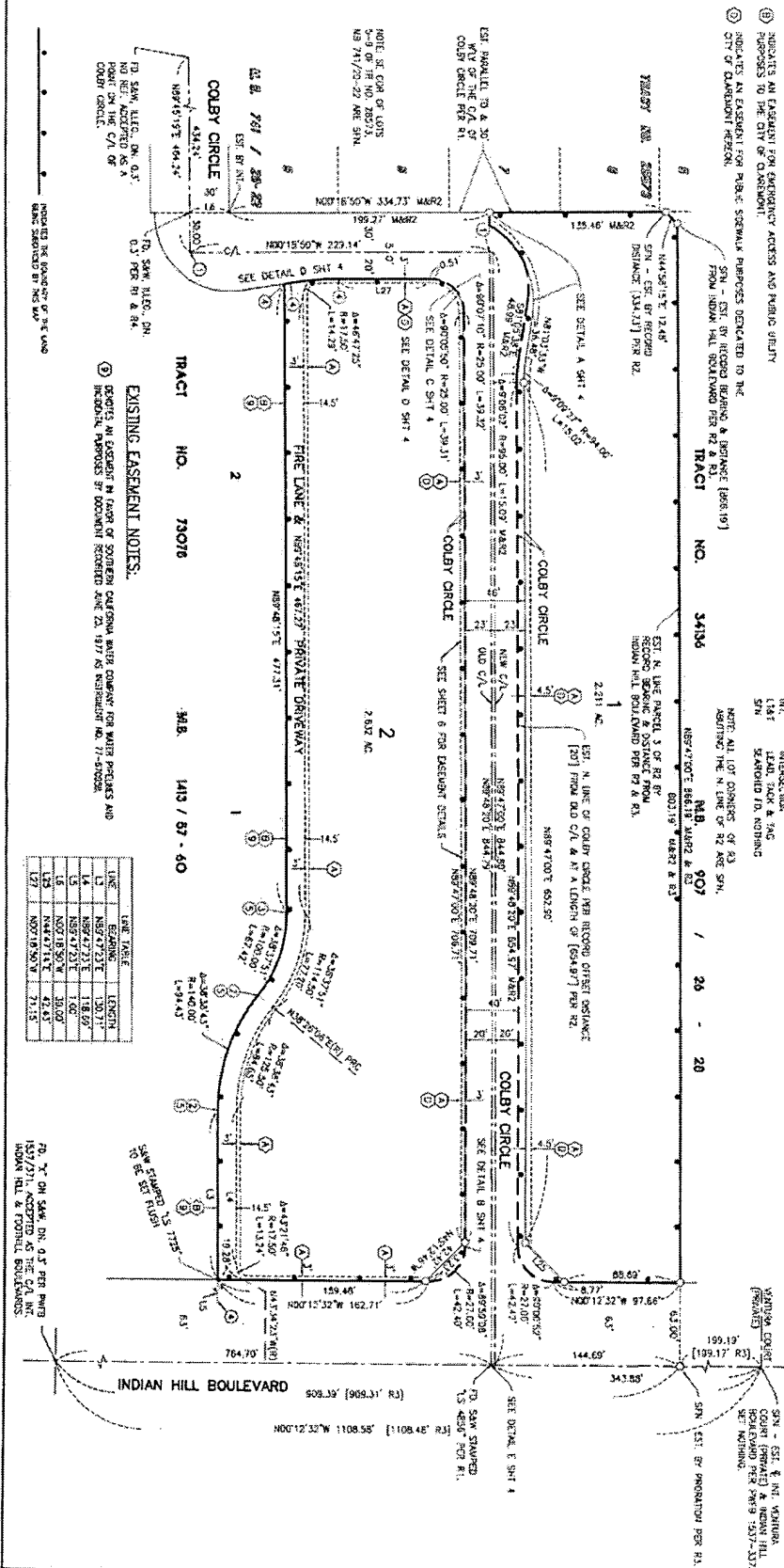
SURVEYOR'S NOTES:
1. THIS SURVEY WAS MADE BY THE SURVEYOR, M.B. 1413/57-60, ON 10/15/2018.
2. INDICATES TRACT NO. 14136, M.B. 907/78-79.
3. INDICATES TRACT NO. 25113, M.B. 74/29-32.
4. INDICATES TRACT NO. 25113, M.B. 74/29-32.
5. INDICATES TRACT NO. 25113, M.B. 74/29-32.

PROPOSED EASEMENT NOTES:
1. INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF CLAREMONT.
2. INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF CLAREMONT.
3. INDICATES AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO THE CITY OF CLAREMONT.

SYMBOLS & ABBREVIATIONS:

CA - CENTERLINE
EST - ESTABLISHED
FD - FOUND
INT - INTERSECTION
L&L - L&L JAG & TAG
S&M - S&M JAG & TAG
S&M - S&M JAG & TAG
S&M - S&M JAG & TAG

- MONUMENT NOTES:**
- ① TO SAW STAMPED "S 4500", FLUSH, IN UDD OF 1" W & TAG "S 4500" PER R.I.
 - ② TO 1" X 1" STAMPED "S 4500", FLUSH, IN UDD OF 2" W & TAG "S 4500" PER R.I.
 - ③ TO 1" W & TAG STAMPED "S 4500", FLUSH, IN UDD OF 2" W & TAG "S 4500" PER R.I.
 - ④ TO 1" X 1" STAMPED "S 4500", FLUSH, IN CONCRETE SIDEWALK, AT 100' OFFSET IN UDD OF TOP OF CURB OFFSET PER R.I.
 - ⑤ TO MONUMENT TO BE DESTROYED DURING CONSTRUCTION, SAW STAMPED "S 7725" TO BE SET FLUSH UNLESS OTHERWISE NOTED.
 - ⑥ INDICATES 2" W & TAG STAMPED "S 7725" TO BE SET FLUSH UNLESS OTHERWISE NOTED.
 - ⑦ INDICATES SAW STAMPED "S 7725" TO BE SET FLUSH UNLESS OTHERWISE NOTED.



LINE	BEARING	LENGTH
L1	N89°47'23"E	130.71
L2	N89°47'23"E	118.69
L3	N89°47'23"E	1.00
L4	N00°18'30"W	30.00
L5	N00°18'30"W	42.43
L6	N00°18'30"W	71.15

FD, 7" ON S&M, IN, 0.5' PER R.I.
153/231, ACCEPTED AS THE C.A. INT.
INDIAN HILL & FOOTBALL BOULEVARDS.