

RESOLUTION NO. 2019-\_\_\_\_\_**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING THE FINAL TRACT MAP NO. 73078**

**WHEREAS**, the subdivider of Tract Map No. 73078 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. 73078 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. 73078,

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

**SECTION 1.** That the final map of Tract Map No. 73078, 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, 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 73078 in the amount four hundred ninety seven thousand, seven hundred ninety Dollars (\$ 497,790) as described in that certain Agreement for Completion of Public Improvements executed by the subdivider and attached hereto as Exhibit 1;
2. Acceptance of funds deposited to ensure payment for Labor and Materials for the construction of certain Public Improvements for Tract Map No 73078 in the amount of four hundred ninety seven thousand, seven hundred ninety Dollars (\$ 497,790) as described in that certain Agreement for Completion of Public Improvements executed by the subdivider and attached hereto as Exhibit 1;
3. Acceptance of improvement security in the amount of seven thousand, three hundred Dollars (\$7,380.00) securing payment for the placement of survey monuments as required on the final map;

**SECTION 3.** The City Council hereby approves the Agreement for Completion of Public Improvements as shown in Exhibit 1 and directs the City Clerk to record the original in the Official Records of Los Angeles County.

**SECTION 4.** That 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** \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RECORDING REQUESTED BY:

CITY OF CLAREMONT

WHEN RECORDED RETURN TO:

CITY OF CLAREMONT  
207 HARVARD AVENUE  
CLAREMONT, CA 91711  
ATTN: City Clerk

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code  
Section 6103

CITY OF CLAREMONT, CALIFORNIA

By: \_\_\_\_\_  
City Clerk

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS**

**TRACT MAP NO. 73078**

**between**

**THE CITY OF CLAREMONT**

**a California municipal corporation**

**and**

**CLAREMONT CONDO DEVELOPMENT**

**AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS  
TRACT MAP NO. 73078  
CLAREMONT CONDO DEVELOPMENT AND THE CITY OF CLAREMONT**

**I. PARTIES AND DATE.**

This Agreement is entered into as of this **28** day of **May** (“Date of Execution”) by and between the City of Claremont, a California municipal corporation (“City”) and **Claremont Condo Development, LP**, a California limited partnership with its principal office located at **415 West Foothill Blvd., Suite 108, Claremont, CA 91711** (“Developer”). City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**II. RECITALS.**

A. 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”]), on July 11, 2017, the City Council for the City of Claremont approved Resolution No. 2017-45, which among other things, approved an amendment to Tentative Tract Map No. 73038, subject to various conditions of approval (“Tract No. 73078”). Tentative Tract Map No. 73038 and Resolution No. 2017-45 are on file with the City Clerk and are incorporated herein by reference. The amended tentative tract map was prepared on behalf of Developer by **Don Barrie & Associates.**

B. Developer has not completed all of the work or made all of the public improvements required by the City’s Subdivision Ordinance and the Map Act, the conditions of approval for amended Tentative Tract Map No. 73078, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to Chapter 17.212 of the CMC and the Map Act (Government Code Section 66411.1(b)), Developer 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 amended Tentative Tract Map No. 73078.

E. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 73078 (“Tract Map No. 73078”).

**III. TERMS.**

1.0 Effectiveness. This Agreement shall not be effective unless and until all the following conditions are satisfied in the sequential order hereinafter provided: (a) Developer provides City the security of the type and in the amounts required by this Agreement, and (b) Developer records Tract Map No. 73078, and this Agreement is recorded in the Recorder’s Office of the County of Los Angeles within twenty (20) working days after the Date of Execution. If the above described conditions are not satisfied, in the order of (a) and then (b), this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record Tract Map No. 73078.

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

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of amended Tentative Tract Map No. 73078, 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 Developer for Tract Map No. 73078 ("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 Developer 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. Developer 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, Developer 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, Developer 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 Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer 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. Developer 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 Developer 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. Developer 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. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer 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, Developer 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 Developer's surety for this Agreement.

2.7 Additional Public Improvements. Any additional public improvements should be 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 Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer 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 Developer'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 Developer 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 Developer 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, Developer 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 Developer 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, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer 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 Developer, 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 Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract Map No. 73078 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. Developer shall provide utility services, including water, power, gas, and telephone service to serve each tract, lot, or unit of land within Tract Map No. 73078 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, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land within Tract Map No. 73078 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. Developer 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 Tract Map No. 73078.

8.0 City Inspection of Public Improvements. Developer 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 Developer 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 Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default

or violation ("Notice"). Developer 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 Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer 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 Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer 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 Developer 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 Developer 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 Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer 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 Developer 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 Developer'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, Developer 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 Developer 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. Developer 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, Developer 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 Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer 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 Developer 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. Developer'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, Developer 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, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer'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 Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of **Four Hundred and Ninety-Seven Thousand, Seven Hundred and Ninety Dollars (\$ 497,790.00)**, 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 Developer is not in default on any provision of this Agreement or condition of approval for Tract Map No. 73078, 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 Developer 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 Developer is not in default on any provision of this Agreement or condition of approval for Tract Map No. 73078.

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, Developer shall provide City a labor and materials bond in the amount of **Four Hundred and Ninety-Seven Thousand, Seven Hundred and Ninety Dollars (\$ 497,790.00)**, 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 Developer 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 Developer 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 Developer's field survey for Tract Map No. 73078 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, Developer shall deposit cash with City in the amount of **Seven Thousand Three Hundred and Eighty Dollars (\$7,380)**, 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 Developer is not in default of any provision of this Agreement or condition of approval for Tract Map No. 73078.

15.0 Lien. To secure the timely performance of Developer'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, Developer 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 Developer'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. Developer 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 Developer, 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. Developer'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. Developer 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. Developer 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. Developer 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. Developer 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) Developer 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 Developer 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. Developer 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. Developer 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. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer 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 Developer and its surety. Developer 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. 73078, 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 Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer 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 Developer include all personnel, employees, agents, and subcontractors of Developer, 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 Condo Development, L.P.  
415 W. Foothill Blvd., Suite 108  
Claremont, CA 91711  
Attn:

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 Developer 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. Developer 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. Developer 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 Developer 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, Developer 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 Condo Development, L.P.

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

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.**

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**TRACT MAP NO. 73078**

BEING A SUBIVISION OF LOTS 1 THROUGH 4 OF LOT LINE ADJUSTMENT NO. 09-LL01 RECORDED JANUARY 27, 2012 AS PER INSTRUMENT NO 2012-146165 OF OFFICIAL RECORDS, ALL IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

## EXHIBIT "B"

### LIST OF PUBLIC IMPROVEMENTS

#### TRACT MAP NO. 73078

Developer shall construct public improvements per the following approved plans:  
**Improvement Plans R-02-1902; per Resolution 2017-45 Conditions of Approval**

Public Improvements include, but are not limited to:

- Installation of 6" concrete curb
- AC/AB pavement
- 4" concrete sidewalk
- Driveway approaches
- Stop signs
- Wheel chair ramps
- Raised truncated domes
- 8" curb and gutter
- Cross gutter
- 3' concrete gutter
- Remove/Replace damaged sidewalk
- Grind and replace existing AC
- Street lights
- Bus Shelter

**EXHIBIT "C"**

**SURETY BONDS AND OTHER SECURITY**

**TRACT MAP NO. 73078**

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

**PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 497,790.00**

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 497,790.00**

Surety: \_\_\_\_\_

Attorney-in-fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CASH MONUMENT SECURITY: \$ 7,380.00**

Amount deposited per Cash Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_



Performance Bond, Page 2

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at

\_\_\_\_\_ ,  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**CITY OF CLAREMONT**  
**TRACT MAP IMPROVEMENTS**  
**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Claremont, California (“City”) and \_\_\_\_\_ (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing of all labor, materials, tools, equipment, services, and incidentals for 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 for Tract Map No. 73078 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Public Improvements dated **May 28, 2019**, (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney’s fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and \_\_\_\_\_ (“Surety”), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all materialmen, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of **Four Hundred Ninety-Seven Thousand, Seven Hundred Ninety Dollars (\$ 497,790.00)**, which sum shall be not less than one hundred percent (100%) of the Estimated Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

Labor and Material Bond, Page 2

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

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**

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SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

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**CITY OF CLAREMONT  
DEFERRED IMPROVEMENT AGREEMENT  
OLD SCHOOL HOUSE/CLAREMONT INN REVITALIZATION SPECIFIC PLAN,  
TRACT 73078**

This **DEFERRED IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF CLAREMONT**, a municipal corporation (hereinafter "City"), and **CLAREMONT CONDO DEVELOPMENT, L.P.**, a California limited partnership (hereinafter "Subdivider"). The City and Subdivider are referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A.** Subdivider is the owner of the real property located on the northwest corner of Foothill Boulevard and Indian Hill Boulevard within the City of Claremont (hereinafter "Property"), and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.
- 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 July 11, 2017, the City Council for the City of Claremont approved Resolution No. 2017-45, which among other things, approved Tentative Tract Map No. 73038, subject to various conditions of approval ("Tract 73078"). Tentative Tract Map No. 73038 and Resolution No. 2017-45 are on file with the City Clerk and are incorporated herein by reference. The conditions of approval to Resolution No. 2017-45 (hereinafter "Conditions") are attached hereto as Exhibit "B", and incorporated herein by reference.
- C.** Tract 73078 is comprised of four lots and two private roads (the "Project"). A shopping center is located on Lot 1 ("OSH Center"). A 30-unit condominium project and a 240-space parking garage will be located on Lot 2 ("OSH Garden"). The DoubleTree Hotel is located on Lot 3. Through the Old School House/Double Tree Hotel Specific Plan, townhomes are proposed for Lot 4 (the "Colby Neighborhood Townhomes"), which will require approval of a new subdivision map. However, at the time Tentative Tract Map No. 73078 was approved, no development was

proposed for Lot 4. The first private road is an east/west private roadway/fire lane that connects Colby Circle to Indian Hill Boulevard (“Private Road A”). The second private road is a north/south roadway/fire lane that connects Private Road A to Foothill Boulevard (“Private Road B”).

**D.** In accordance with the Subdivision Map Act (California Government Code sections 66410, *et seq.*) and the Subdivision Ordinance (Title 17 to the Claremont Municipal Code), the 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 (hereinafter “Improvement Agreement”) and this Agreement. By the terms of the Improvement Agreement, the Subdivider will agree to complete, applicable public improvements fronting the map boundary (defined in the Improvement Agreement as “Public Improvements”) within a specific period of time. This includes required improvements for Colby Circle and Indian Hill Boulevard. The Subdivider will be required to make a fair share payment for the required improvements for Foothill Boulevard. If approved by the City Council, the Final Map and the Improvement Agreement will be on file with the City Clerk and incorporated herein by this reference.

**E.** In accordance with the Conditions (including, without limitation, Conditions 9e, 14a, 14b, 14d, and 14k), the Subdivider is also required to design and construct, at Subdivider’s sole cost and expense:

- Private Road A;
- Water improvements along and under Private Road A;
- Sewer improvements along and under Private Road A;
- A staircase from Private Road A into OSH Center (the “Candlelight Pavilion Stairway Improvements”); and
- A new bus parking and parking area south of Private Road A for the Candlelight Pavilion.

(collectively, the “Deferred Improvements”). The Deferred Improvements will not be completed at the time the City Council approves the Final Map. Therefore, Subdivider has agreed to execute this Agreement to ensure that the Deferred Improvements will be completed in accordance with the Conditions. The Deferred Improvements are described in more detail in Exhibit “C”, attached hereto and incorporated herein by this reference.

**F.** To coordinate the development of Lots 1 and 2 on the south side of Private Road A (i.e., OSH Center and OSH Garden) with the development of Lot 4 on the north side

of Private Road A (i.e., the Colby Neighborhood Townhomes), the Parties have agreed to phase the construction of the Deferred Improvements as follows:

- **Phase I** will consist of constructing Private Road A and its associated water and sewer improvements between the Colby Circle bend to Private Road B (hereinafter “Phase I Deferred Improvements”).
- **Phase II** will consist of constructing the remaining portions of Private Road A and its associated water and sewer improvements, the Pavilion Stairway Improvements, and the bus and parking area between Private Road B and Indian Hill Boulevard (hereinafter the “Phase II Deferred Improvements”).

A map that depicts the approximate locations of the improvements in Phases I and II is attached hereto as Exhibit “D”, and incorporated herein by reference.

- G.** This Agreement describes responsibilities of each of the lots created by the Final Map to guarantee completion of the Deferred Improvements, including the obligation to post improvement security.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. CONTINUED APPLICABILITY OF CONDITIONS OF APPROVAL TO DEFERRED IMPROVEMENTS.** Except as expressly and specifically modified by this Agreement, all of the requirements of the Conditions shall continue to apply to the Deferred Improvements. In the event of a conflict between the Conditions and this Agreement, with respect to a Deferred Improvement, the terms and conditions of this Agreement shall prevail.
- 2. DEFERRAL OF TIME FOR COMPLETION OF DEFERRED IMPROVEMENTS.** The time requirements of the Conditions notwithstanding, the Subdivider shall complete the Deferred Improvements according to the time requirements set forth in Exhibit “C” hereto. Time is of the essence in the performance of the Deferred Improvements in compliance with the requirements of Exhibit “C”. The Deferred Improvements shall be completed, at the sole expense of the Subdivider, to the satisfaction of the City Engineer.
- 3. IMPROVEMENT SECURITY.** Within the times specified in Exhibit “C,” the Subdivider shall furnish improvement security for the Deferred Improvements, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Claremont Municipal Code section 17.212.010, in each of the following amounts:

**3.1. Phase I Deferred Improvements**

**3.1.1 Phase I Street & Sewer Improvements Specified in Exhibit “C”**

- (a) **Faithful Performance** security in the amount of \$177,927.00 (in accordance with the cost estimates approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Deferred Improvements as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9; and
- (b) **Labor and Material** security in the amount of \$177,927.00 (in accordance with the cost estimates approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499.2, 66499.3, 66499.4 and 66499.7(b).

### **3.1.2 Phase I Water Improvements Specified in Exhibit “C”**

- (a) **Faithful Performance** security in the amount of \$246,405.00 (in accordance with the cost estimates approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Deferred Improvements as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9; and
- (b) **Labor and Material** security in the amount of \$246,405.00 (in accordance with the cost estimates approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499.2, 66499.3, 66499.4 and 66499.7(b).

## **3.2. Phase II Deferred Improvements**

### **3.2.1 Phase II Private Road A & Sewer Improvements Specified in Exhibit “C”**

- (a) **Faithful Performance** security in the amount of \$187,740.00 (in accordance with the cost estimates approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Deferred Improvements as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9; and
- (b) **Labor and Material** security in the amount of \$187,740 (in accordance with the cost estimates approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499.2, 66499.3, 66499.4 and 66499.7(b).

### **3.2.2 Phase II Water Improvements Specified in Exhibit “C”**

- (a) **Faithful Performance** security in the amount of \$46,646.00 (in accordance with the cost estimates approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Deferred Improvements as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9; and
- (b) **Labor and Material** security in the amount of \$46,646.00 (in accordance with the cost estimates approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499.2, 66499.3, 66499.4 and 66499.7(b).

### **3.2.3 Phase II Pavilion Staircase Improvements Specified in Exhibit “C”**

- (a) **Faithful Performance** security in the amount of \$2,380.00 (in accordance with the cost estimates approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Deferred Improvements as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9; and
- (b) **Labor and Material** security in the amount of \$2,380.00 (in accordance with the cost estimates approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499.2, 66499.3, 66499.4 and 66499.7(b).

### **3.2.4 Phase II Bus and Parking Area Improvements Specified in Exhibit “C”**

- (a) **Faithful Performance** security in the amount of \$148,456.00 (in accordance with the cost estimates approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Deferred Improvements as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9; and
- (b) **Labor and Material** security in the amount of \$148,456.00 (in accordance with the cost estimates approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499.2, 66499.3, 66499.4 and 66499.7(b).

- 4. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Deferred Improvements, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The timing requirements for the Deferred Improvements are set forth in Exhibit “C.” The Subdivider shall submit all requests for extensions of time to the City, in writing,

no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

5. **OBLIGATIONS RUN WITH THE LAND.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A".

6. **NOTICES.**

6.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:

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

To Subdivider:

Claremont Condo Development, L.P.  
415 W. Foothill Blvd., Suite 108  
Claremont, CA 91711  
Attn: Harry Wu  
Owner

6.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

7. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Subdivider's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

Notwithstanding the foregoing, Subdivider shall have the right to assign its rights, duties and obligations under this Agreement to any entity controlled by, controlling, or under common control with Subdivider without the consent of the City.

8. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

9. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

10. **INDEMNIFICATION.** Subdivider shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, agents, and employees from and against all liability, damages, expense, and cost (including without limitation attorneys' fees, expert and consultant fees and all other costs and fees of litigation) that the City may incur because of any claim or legal action arising from performance of this

Agreement or construction of the improvements by Subdivider, its officers, employees, agents, or contractors. For the purposes of Section 2782 of the California Civil Code, the parties recognize and agree that this Agreement is not a construction contract.

11. **SEVERABILITY**. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
12. **JURISDICTION AND VENUE**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. 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.
13. **ENTIRE AGREEMENT**. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.

Portion of this Page Intentionally Left Blank

**14. SIGNATURES.** 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.

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 CONDO DEVELOPMENT, L.P.,  
a California corporation

\_\_\_\_\_  
By: Corey Calaycay  
Title: MAYOR  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Title:  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Shelley Desautels  
Title: CITY CLERK  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Title:  
Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
By: Alisha Patterson  
Title: CITY ATTORNEY  
Date: \_\_\_\_\_

**EXHIBIT A**

BEING A SUBDIVISION OF LOTS 1 THROUGH 4 OF LOT LINE ADJUSTMENT NO.  
09-LL01 RECORDED JANUARY 27, 2012 AS PER INSTRUMENT NO. 2012-  
146165 OF OFFICIAL RECORDS, ALL IN THE CITY OF CLAREMONT,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

## **EXHIBIT B**

### Conditions of Approval to Resolution 2017-45

## RESOLUTION NO. 2017-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT ADOPTING AN ADDENDUM TO THE 2006 MITIGATED NEGATIVE DECLARATION (STATE CLEARINGHOUSE NUMBER 2006101134) FOR THE OLD SCHOOL HOUSE/CLAREMONT INN REVITALIZATION SPECIFIC PLAN, AND APPROVING TENTATIVE TRACT MAP #73078. APPLICANT – CLAREMONT CONDO DEVELOPMENT, L.P.**

**WHEREAS**, the applicant is requesting approval of an application for Tentative Tract Map #73078 (“Project”), covering all areas generally between 415–555 W. Foothill Boulevard, including the existing Doubletree Hotel, Old School House Center commercial areas (retail, restaurants, theater, and office uses), and surface parking areas south of Colby Circle, and associated environmental documentation; 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 covers a 21-acre area situated at the northwest corner of the intersection of Foothill and Indian Hill Boulevards. The Specific Plan allows for several major improvements, including the construction of a 242-space parking structure (three-levels, two at or above ground), and the conversion of the vacant, three-story hotel building into 30 residential condominium units; and

**WHEREAS**, the Project would cover about 17 acres of the approximate 21-acre Specific Plan area and would make minor adjustments to property lines, clean up various easements (remove, retain, and add), and allow for a new, three-story structure containing 30 residential condominium units and a two level (1.5 story), 240-space parking garage (60 spaces for residential and 180 for commercial) in the area that currently contains the vacant, three-story hotel building and surface parking lot (just north of the *Buca di Beppo* parking lot), and west of the *Candlelight Pavilion*. The vacant hotel wing and adjacent parking area will be demolished as part of the Project; 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, of which 96 are identified for the Colby Neighborhood. The remaining 30 units were originally planned for the “Condominium Conversion” of the vacant hotel wing, but are now planned for the new construction portion of the Project. 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 (three inclusionary units) and the Condominium Conversion (16 inclusionary units); and

**WHEREAS**, the proposed changes constitute a “project” under CEQA; and

**WHEREAS**, under Public Resources Code section 21067, and section 15367 of the State CEQA Guidelines (14 Cal. Code Regs., § 15000 et seq.), the City is the lead agency for the Project; and

**WHEREAS**, the City as Lead Agency evaluated the proposed changes in relation to the adopted MND and in light of the standards for subsequent environmental review outlined in State CEQA Guidelines section 15162, and concluded that the previously adopted MND fully analyzed and mitigated all potentially significant environmental impacts, if any, that would result from the Project; and

**WHEREAS**, because the Project involves minor changes to the development plan anticipated in the Specific Plan, an Addendum to the MND is appropriate under State CEQA Guidelines section 15164; and

**WHEREAS**, with assistance from the *Romo Planning Group, Inc*, the City has prepared, in accordance with CEQA sections 15162, 15164, and Public Resource Code 21166, an Addendum to the MND to address the impacts of the Project’s minor changes. A copy of the Addendum is included as an Exhibit to this resolution; and

**WHEREAS**, on June 22, 2017, the Planning Commission held a noticed public hearing where the Project and Addendum were analyzed, and all persons wishing to testify in connection with the Project and Addendum 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 4-0-3 vote, the Planning Commission adopted Resolution 2017-04, recommending that the City Council adopt the Addendum and approve the Project; and

**WHEREAS**, a Project hearing was noticed for the City Council meeting on July 11, 2017. On June 29, 2017, notices were posted at the Project site, and all properties within 300 feet of the Specific Plan boundary areas were notified by mail. On June 30 and July 7, 2017, 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, including the MND and the Addendum to the MND, and all written and oral evidence presented to it during all meetings and hearings; and

**WHEREAS**, the Addendum reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; 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 A.** In light of the whole record, including the MND and the Addendum, and all written and oral testimony given at meetings and hearings, the City Council finds that, together, the previously adopted MND and the Addendum to the MND contain a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflect the independent judgment and analysis of the City Council. The City Council further finds that the Addendum to the MND has been completed in compliance with CEQA and the State CEQA Guidelines and hereby adopts the Addendum to the MND.

**Section B.** 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 adopts Tentative Tract Map #73078, subject to the Conditions of Approval included in this Resolution.

**Section C.** 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).*
- *Develop the Claremont Inn (now Doubletree) and Old School House into a unified complex with open space, landscape, and water features that will make it unique in the region and attract both visitors and the community (Policy 2-16.1).*
- *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 an unsightly and underutilized surface parking lot and vacant hotel building, and construct a new structure that will not only architecturally complement the Old School House, but will provide for new housing and parking. The new housing and conveniently-located parking garage will help unify the Specific Plan's various commercial and residential uses with centralized, shared parking. The new development will reinforce and improve the distinctive Spanish Colonial design character of the Old School House center and provide new, improved landscaping, public art, and improved circulation (vehicular and pedestrian) throughout the Specific Plan area.

## 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 housing in the form of two- and three-bedroom units, flats, two-story and three-story units, and offers 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 16 of the 30 units planned for the condo conversion of the hotel building (new building site) to be reserved for moderate income buyers (inclusionary units). The three additional inclusionary units designated in the Specific Plan will be included in the next phase of housing approved north of the new private road (Colby Townhomes).

To further economically diverse neighborhoods, the Project will integrate the affordable housing with the market rate housing units amongst the three separate building floors. The Project will also provide affordable housing 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. The existing vacant hotel building, which is to be demolished, is not historic or architecturally significant. The new proposed building is designed to be in a Spanish architectural style to complement the existing Old School House. Finally, the new building will not be immediately adjacent to any existing residential areas due to its central location, which is physically separated from nearby residences by surface parking lots.

## Parking

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

The Project will construct a 240-space parking garage within a central location of the commercial center, instead of perimeter surface spaces as currently exist. Having the parking in a two-level parking garage allows a larger number of spaces to be in a centralized area with a compact footprint, which provides greater convenience and connectivity to surrounding uses. In addition, the mostly subterranean structure with Spanish styling will be visually appealing. The new, more convenient parking is also expected to help the Old School House commercial areas to be more successful and thus generate local revenue from sales tax and provide local employment opportunities. This is particularly important considering that several of the commercial businesses draw customers from the larger region (hotel, theater, and restaurants). Finally, the parking structure has been designed so that only condo residents have access to the private Colby Circle entrance near the northwest corner of the structure, while the general public will access the commercial portion of the parking structure at its southeast corner.

## 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 new, 30-unit housing development will be establishing a Homeowner's Association (HOA) which will have Conditions, Covenants, and Restrictions (CC&R's) to be recorded against the development. The HOA will provide a cohesive set of goals and policies for the development to ensure consistent design standards are maintained.

**Section D.** 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 substantially consistent with the Specific Plan Zoning Districts, which place all hotel uses on

Lot 3 and all Mixed-Uses on Lots 1 and 2, and future residential on Lot 4. The map would also help facilitate two major principals from the Specific Plan, namely: (1) townhouse and condominium housing should be an integral component to the overall development; and, (2) parking structures are encouraged to allow for higher density land uses. The map would maintain townhome and condominium housing as an integral component of the Specific Plan and include a parking structure. Further, the map would maintain the same number of condo units and substantially the same number of parking spots in the parking garage as anticipated in the Specific Plan.

\* Access – The map is substantially consistent with all vehicle access points proposed with the Specific Plan’s conceptual development concept. Furthermore, the map adjusts existing parcel lines to facilitate the development of a new roadway, which was also a planned element in the Specific Plan.

\* 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 the site; provide a mix of new uses (consolidated residential and parking garage) that are integrated and located at the center of the site 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 providing a residential component to the site that includes housing units fronting onto the new roadway (Private Road A).

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

Goal 1.2: *Continue tradition of supporting pedestrian access and connectivity to transit though out the site.* \*The map will maintain and expand pedestrian access and connectivity throughout the site and to offsite public sidewalks. Some of these connections are access ways shown on the map’s post development condition sheet (sheet #4).

Goal 3.1: *Create visually and architectural variety through changes in housing typology, building heights, massing, and exterior design.* \*The new building will create visual and architectural variety through its many housing types, which will include two and three bedroom units, with single, double, and triple level floor plans. The plan includes two-story townhouse style units (with unit front doors facing the street in a traditional fashion), as well as courtyard facing units with private entries.

Finally, the plan organizes the condominium units in building segments that vary in height and include two- and three-story massing.

Goal 3.3: *Incorporate new housing into the surrounding neighborhood with an orientation towards streets and sidewalks.* \*The new building has the northern portions designed so that the residential units front onto the new private street, which will help connect this site with the adjacent residential areas, including existing homes to the west, and future homes proposed to be constructed to the north.

Policy 4.1: *Provide adequate vehicular access off of Foothill Boulevard and through the Old School House site from Indian Hill Boulevard.* \*The map will maintain vehicular access off of Foothill Boulevard and through the site from Indian Hill Boulevard. Further, removing the proposed vehicular barrier at the intersection of the main north/south private road "B" with the new private road "A" will maintain existing circulation and allow for additional access points beyond those originally envisioned in the Specific Plan.

Policy 7.5: *Locate parking structure in close proximity to Mixed-Use and residential uses to maximize shared parking opportunities and pedestrian accessibility.* \*The map will place the new building and its parking structure at the center of the site, which will help emphasize the Mixed-Use aspect to the Old School House revitalization by maximizing shared parking and pedestrian accessibility due to close proximity to various uses.

Policy 7.8: *Provide accommodation for bicycles and motorcycle parking.* \*The map shows how bicycle and motorcycle parking can be incorporated within the new building. Additional outside bicycle racks are shown. Further, although not shown on the map, there are conceptual design plans for interior bicycle storage areas for residents. Also, three motorcycle spaces can be incorporated into the new building's parking garage (also shown on map, but more clearly noted on the conceptual design plans).

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 and Addendum to 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. This includes a public sewer running north/south on private property to the west of Colby Circle. This public sewer exists without means of a recorded easement. The map proposes to rectify this situation by relocating the public sewer so that it is within the public roadway on Colby Circle.
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. The Project is designed so that if desired by the applicant or homeowners in the future, portions of the new buildings' roof and surface parking top level could be used to capture solar energy through the use of various solar technologies.
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 E.** Tentative Tract Map #73078 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. 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.
4. 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.
5. **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 #73078 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 for 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, 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. Los Angeles County Bench mark shall be used for vertical control.
- iii. 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.
- iv. A 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.
- v. Comprehensive precise grading and drainage plans for the Mixed-Use building 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 Chapter 70 of the Uniform Building Code and the City's standard grading requirements, and shall demonstrate compliance with the recommendations of the geotechnical engineer. The plans shall be subject to the review and approval of the City Engineer, and comply with and include the following elements:
  - Slope areas no greater than 5:1.
  - 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.
  - 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.
- vi. Demonstrate compliance with the NPDES permit requirements, subject to review and approval by the City Engineer.

- vii. Title report and backup documents.
  - viii. Closure calculations for map.
  - ix. 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.
  - x. "Will-serve" letters from utilities including gas, water, electric, cable TV, and telephone. Further, the developer shall contact the individual utility companies to coordinate the installation of said utilities.
  - xi. 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.
  - xii. 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").
  - xiii. Enter into a Subdivision 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 and receive City approval of the proposed Articles of Incorporation and By-Laws for an HOA for the 30-unit residential housing project and the separate joint owner/management association for the parking garage, shared parking areas, private roads, lighting, drainage areas, associated drainage devices, etc. The CC&R's and any maintenance agreements over responsibilities (repair schedule and costs percentages), or other applicable documents shall be reviewed and subject to the approval of the City Attorney, at the expense of the applicant.

Applicant shall work with the City Attorney and Planning Division staff to structure HOA fees in a manner that will keep the HOA fees affordable for all units, contained in the 30-unit residential building. Methods used to keep HOA

fees affordable to owners of these units may include, but are not limited to the following:

- i. Minimizing or completely excluding charges for the on-going maintenance costs for the private roads associated with the Specific Plan.
- ii. Including the final estimated HOA fees in the loan qualification and affordability formulas used for qualifying buyers for the inclusionary/affordable units; and
- iii. Joining the 30-unit residential building with the larger Colby Circle townhome project, only if it is determined by City staff to be advantageous for lowering the estimated monthly HOA fees for the 30-unit residential building over the long-term.

- i. Provide the City with a recorded covenant or deed restriction that restricts ownership of the Old School House commercial areas (Lot 1 and commercial parking portion of Lot 2) to always be the same owner.
- j. Submit a construction timeline for the new building (30-unit residential units/parking structure) and new "Roadway A". 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 finishes, landscaping, and certificate of occupancy. The Project shall be diligently commenced and completed in accordance with timeline/milestones accepted and approved by the Community Development Director, unless a written extension is granted by the Community Development Director prior to the applicable deadline for which an extension is sought. 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.
- k. Add a note to the applicable map sheets that reflects that the private roads will have unimpeded access.

6. **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 quit claims 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. Sewer connection fees
    - v. Drainage fees
    - vi. Transportation Impact fees
    - vii. Parkland fees
    - viii. 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.
8. **Prior to the issuance of demolition permits** for the existing abandoned hotel structure on the property:
- a. The building shall be inspected for asbestos and lead by a qualified professional. If asbestos or lead is found within onsite structure, a report shall be prepared documenting that they were disposed of in compliance with State and Federal regulations. Compliance with Rule 1403 of SCAQMD is required.
  - b. Waste Diversion Plan approved by Community Services Department.
  - c. Approval of waste debris haul route by City Engineer.
9. **Prior to the issuance of grading permits and/or Public Works permits**, the applicant shall:
- a. File a Notice of Intent with the Regional Water Quality Control Board.
  - b. Submit comprehensive grading and drainage plans prepared by a registered civil engineer with expertise in complying with NPDES permit regulations and the City's MS4 ordinance. The plans shall be in conformance with the Uniform Building Code (latest edition), list all applicable BMP's for construction, and be in compliance with City's MS4 ordinance, any applicable

NPDES permits, Planning Development Document requirements, subject to the review and approval of the City Engineer.

- c. 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.
- d. Submit a SWPPP and Planning Development 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. 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 85<sup>th</sup> 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.
- e. Applicant shall design, install, and complete all necessary public improvements, including but not limited to, pavement, curbs, gutters, sidewalks, streetlights, 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 designed by a registered civil engineer for portions of the site's Colby Circle (Lots 2 and 3) right-of-way, Foothill Boulevard (Lots 1 and 3), and Indian Hill Boulevard (Lot 1), and all private streets (private roads "A" and "B"), drives, and alleys. 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 transition configurations, as necessary, as determined by the City Engineer. Typical public roadway reconstruction involves 2" grind and cap within the limits of the project.

This includes signage replacements (also height and placement) to be consistent with City MUTCD standards, which include new reflective requirements.

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.

Plans shall also include for staff review, improvements to modify existing staircase area between Candlelight Pavilion's box office buildings to remove/adjust to match new private street elevation and necessary modifications to Lot 4 to keep it as an existing parking lot, but to accommodate new private roadway.

- f. 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 deposits shall include a bond in the amount of \$30,000 for installation of street lights at the south side of Colby Circle.
- g. The Foothill Boulevard portion of the project improvements are to be constructed by the City due to imminent implementation of the Foothill Master Plan Project. The applicant is responsible for payment to City for applicable improvement costs as determined by the Director of Community Development. Provide payment of fee for fair share of applicable public improvements along Foothill Boulevard consistent with the Foothill Master Plan and as determined appropriate by the City Engineer and Director of Community Development. This fair share is being required (in lieu of actual applicant constructed improvements within the Foothill Boulevard frontage) with this map, as the timing is such that the City's Foothill Master Plan completion of improvements will be running concurrently with this Project.
- h. 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.
- i. Monument preservation shall be done in accordance with the Business Professions Code section 8771.
- j. 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.
- k. 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.

- I. 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 are 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-NO<sub>x</sub> 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.
  
- m. 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.

10. **Prior to the issuance of building permits** for the Mixed-Use building (residential condominiums and parking garage), the developer shall:

- a. Comply with the applicable mitigation measures in accordance with the Specific Plan's MND.
- b. Seek and receive approval from the Architectural Commission for all aspects of the proposed Mixed-Use building project's visual and design character, in accordance with existing design criteria set forth in the Claremont Municipal

Code. The charge of the Architectural Commission will be to review the proposed architectural design, exterior colors, materials and details, landscaping, signage and other design features for compatibility and consistency with the City's design review criteria.

- c. Submit landscape plans and required water calculations and documentation to show the project is in compliance with the City's Water Efficient Landscape Ordinance.
- d. Provide structural calculations indicating that mature weight of the trees planned for the top deck of the parking structure can be supported by the parking structure.
- e. Provide proof of a recorded map in conformance with the approved tentative map. The subdivision map shall comply with the State of California's Subdivision Map Act and all applicable City ordinances and resolutions.
- f. Submit a letter from a geotechnical engineer approving the building pads and a pad certification letter from the registered civil engineer of record. Obtain inspection and approval by the Public Works Inspector and submit compaction tests and pad certification to the Engineering Division.
- g. Submit and receive approval for construction plans, structural calculations, and Title 24 Energy calculations as required by the Building Division. When submitting plans at the time of plan check, if any substantial changes have been made from the approved design review application, the plans may require further Architectural Commission review and re-notification of the surrounding property owners, which may delay the project and entail additional fees.
- h. Ascertain and comply with all LACOFD requirements and provide documentation of their approval of the subdivision/project.
- i. All applicable Conditions of Approval for the Tentative Tract Map shall be included on the construction plans.
- j. Coordinate with City staff in the selection of the following: Address numbers for the residential townhomes and the street name for the new private street.
- k. The applicant shall submit a waste disposal plan to the City for review and approval by the Community Development and Community Services Departments. The plan shall include the following:
  - All specific pick-up locations.
  - At Candlelight Pavilion, modify existing trash area and add additional bins.
  - Work with City sanitation division to make any necessary future onsite improvements to private trash collection areas (including gates, roof

enclosures, and drains) as a result of the future private roadway, which may impact existing sanitation facilities on site.

- Improvements to all existing waste enclosure areas to support future food waste containers.

I. Finalize the Inclusionary Housing Plan and Inclusionary Housing Agreement with the City.

m. Pay all applicable fees established by City ordinances and resolutions including, but not limited to:

- i. Building Plan Check and Permit fees
- ii. Public Art fees (unless artwork is installed on site)
- iii. Fire facility
- iv. School Impact fees to Claremont Unified School District

11. Comply with the City's Public Art Program ordinance.

a. Install an art identification plaque at the existing Trader Joe's tile artwork as required by City code.

b. For the new building (at time of building permit) the applicant shall either:

- Pay an in-lieu public art fee equal to the building valuation of the Project in accordance with the Building Division valuation schedule; or
- Provide a public art installation on or off site, subject to applicable reviews and approvals of the Architectural Commission and Public Art Committee, with an allocation amount in accordance with the Building Division's total building permit valuation for the Project and City Public Art Program requirements. This condition may be postponed by City staff if it is determined that ongoing construction is likely to result in damage to the art piece; however, under no circumstances shall the final Certificate of Occupancy for the Project be issued before all requirements of the Public Art Program have been completely satisfied by the applicant.

12. Noise sources associated with demolition and construction activities shall not exceed the noise levels as set forth in Chapter 16.154 of the Claremont Municipal Code. The applicant shall ensure that the following measures are honored during all construction-related activities for the project:

a. The hours of construction operation are limited to 7 am to 8 pm, Monday-Saturday, as in effect in the Claremont Municipal Code. No construction activities that exceed the City's adopted noise standards are allowed on Sundays and National holidays.

b. All construction equipment shall use properly operating and maintained mufflers.

During construction operations, the applicant shall employ adequate dust control measures in accordance with the Uniform Building Code, SCAQMD, and City requirements to minimize fugitive dust.

13. **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.
14. **Prior to the issuance of the first Certificate of Occupancy** for any dwelling unit or occupancy use as a parking garage, the following improvements shall be installed by the developer to the satisfaction of the City Engineer:
  - a. No occupancy permit can be granted for the residential homes, until all improvements required by this approval have been properly constructed, inspected, and approved.
  - b. A sewer system in accordance with approved sewer plans.
  - c. 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.
  - d. 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 repair and/or replacement of all existing sidewalk, curb, and gutter.
  - e. Traffic and parking items (i.e., stop sign, striping) as determined necessary by the City Engineer and the Building and Safety Official.
  - f. Add street name signs (public and private) that are of a style which complements the Old School House architecture.
  - g. Private streetlights within the Project area approved by the Architectural Commission.
  - h. Plan and timeline for installation of new public streetlights approved by the City Engineer for the following streets: Indian Hill Boulevard and Colby Circle.
  - i. Red curb or post no parking on all public streets as determined by the City Engineer for all areas adjacent to map area.
  - j. Install all street lights where needed and as determined by the City Engineer, including both new Colby areas and all existing street frontage areas along

Indian Hill Boulevard, Colby Circle, and Foothill Boulevard. Bus shelter (with covered roof, bench, and trash can) shall be installed behind the concrete sidewalk on Indian Hill Boulevard. Design and location of the shelter shall be approved by Foothill Transit and the City of Claremont.

- k. Install (but do not limit to) the following public and circulation improvements to private and public rights-of-way within or adjacent to the Specific Plan area:
- Indian Hill, Boulevard across the street from 1380 Indian Hill Boulevard: repair damaged sidewalk panels.
  - Indian Hill Boulevard streetlight (one pole/fixture to be installed per City Street Light Policy).
  - Existing Indian Hill Boulevard drive approach: the existing drive approach does not meet Americans with Disabilities (ADA) requirements. The drive approach needs to be reconstructed to meet ADA requirements. Additionally, striping and signage is needed to establish in bound and out bound directional guidance.
  - Broken sidewalk at the northwest corner of Indian Hill and Foothill Boulevards: Indian Hill Boulevard area north of Foothill Boulevard and area adjacent to the handicap ramp (AC patch) needs to be repaired.
  - Colby Circle at Oxford Avenue: drive approach needs to be removed and replaced to provide ADA access (fire hydrant may need to be relocated to accommodate ADA requirements). An accessible path of travel needs to be provided. In addition, striping, and signage need to be provided at the drive approach driving isle portion. Striping and signage need to be consistent with MUTCD standards.
  - Colby Circle sidewalk at the east side of the street: remove and replace lifted/damaged sidewalk to provide an accessible path of travel consistent with ADA.
  - Remove and replace damaged curb/gutter as needed.
  - Colby Circle south bend: need for stop signs needs to be analyzed at both north and south bends. Concerns with blind corner situation and provision of ADA at this location.
  - Vehicle signage (such as stop signs) height and placement needs to be provided to be consistent with CA MUTCD standards (typ). On public and private areas within their development.
  - Indian Hill Boulevard drive approach area at H Building: provide details showing proposed public improvements within this drive approach area. The proposed improvements need to accommodate ADA requirements.
  - Proposed east-west alley to punch through the Indian Hill Boulevard frontage of the project. Proposed improvements for Indian Hill Boulevard at this location need to be identified more clearly.
  - ADA upgrades need to be identified within the Indian Hill Boulevard frontage of the Project.

- Street lights to be provided to meet the City's street light policy and standards for streetlight installation/separation.
  - Show full improvements for the two bus stops located within this frontage.
  - Full ADA access needs to be provided within the Foothill Boulevard frontage of the Project. This includes improvements for the non-accessible areas within the existing drive approaches to provide a continuous path of travel to meet ADA requirements.
  - Repair lifted curbs and gutter as determined by City Engineer with boundaries of the project.
  - Clearance around sidewalk obstructions shall be a minimum of 48".
- l. Upgrade all existing public bus stops on Indian Hill and Foothill Boulevards, including the installation of a bench, trash receptacles, overhead shelter, and bike racks, as determined by the City Engineer.
- m. Provide all necessary safety items at crosswalks (private and public), including striping, signs, etc., as determined by the City Engineer.
- n. All onsite crosswalk areas to be enhanced with white reflective paint. Existing color concrete crosswalks blend in with driving aisles treatment, where determined necessary by City Engineer.
- o. Add new striping at hotel's existing Foothill Boulevard approach: directional arrows, words enter and exit, and any cross striping to aid turning movements, as determined by City Engineer.
- p. Upgrade/replace or add street/roadway name signs (public and private) that are of a style which complements the Old School House architecture at the following locations, unless otherwise determined by City Engineer: Colby Circle/Indian Hill Boulevard, Foothill Boulevard/Berkeley Avenue, Colby Circle/new private street, Indian Hill Boulevard/new private street, Berkeley Avenue/new private street, and at Colby Circle roadway bends. Also add low private group address signs to identify the Colby Townhomes at each court yard, 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 City Engineer.
- q. Install transportation 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, board or kiosk with public transportation information.
- r. The applicant shall provide street trees on the public right-of-way as determined by City Arborist. The applicant shall plant all new public street trees and necessary irrigation to fill any gaps along the western portion of the

Colby Circle right-of way (in front of the hotel). New private street trees will also be required for planting along the other street frontages as determined by project landscape architect and Director of Community Development.

**Section F.** The approval period for Tentative Tract Map #73078 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 G.** 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.

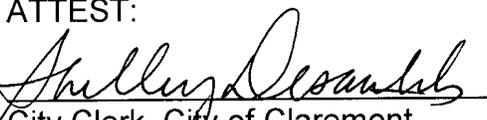
**Section H.** City staff shall cause a Notice of Determination to be filed and posted with the County of Los Angeles Registrar-Record/County Clerk and the State Clearinghouse within five working days of the City's adoption of this resolution.

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

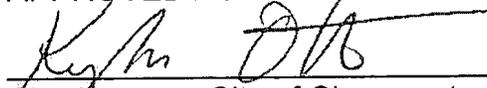
**PASSED, APPROVED, AND ADOPTED** this 11<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
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             )

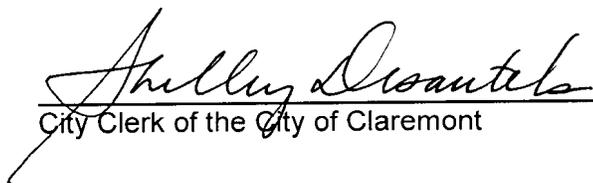
I, Shelley Desautels, City Clerk of the City of Claremont, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 2017-45 was regularly adopted by the City Council of said City of Claremont at a regular meeting of said Council held on the 11<sup>th</sup> day of July, 2017, by the following vote:

AYES:                    COUNCILMEMBERS: CALAYCAY, LYONS, NASIALI, PEDROZA, SCHROEDER

NOES:                    COUNCILMEMBERS: NONE

ABSTENSIONS:        COUNCILMEMBERS: NONE

ABSENT:                COUNCILMEMBERS: NONE

  
\_\_\_\_\_  
City Clerk of the City of Claremont

City of ClaremontADDENDUM/SUPPLEMENTAL ENVIRONMENTAL CHECKLIST FORM

1. Project Title: Design Review and Tract Map Approval for Mixed Use Building and Private Drive Extension within the Old School House/Claremont Inn Revitalization Specific Plan Area ("501 W. Foothill Boulevard Condominiums and Garage")
2. Lead Agency Name and Address:  
City of Claremont  
207 Harvard Avenue  
Claremont, California 91711
3. Contact Person and Phone Number: Mark Carnahan, Senior Planner
4. Project Location: 501 West Foothill Boulevard, Claremont, California 91711
5. Project Sponsor's Name and Address:  
Harry Wu, Claremont Star, L.P.  
11757 Valley Boulevard  
El Monte, California 91732
6. General Plan Designation: Mixed Use  
(Old School House/Hotel/Office Mixed Use)
7. Zoning: SP-9; Specific Plan 9

Previous Environmental Document: Please describe the previously adopted ND or MND or the previously certified EIR

Document Name: 2006 Old School House/Claremont Inn Specific Plan Final MND

Date Project Adopted and MND Certified by Claremont City Council: December 12, 2006

Date NOD filed with County: January 16, 2007

Summary of Potentially Significant Effects Identified in CEQA Document:

The Final MND determined that the 2006 Old School House/Claremont Inn Specific Plan, of which this project is a part, could have potentially significant environmental impacts in the following areas:

- Biological Resources
- Hazards & Hazardous Materials
- Cultural Resources
- Geology & Soils
- Transportation and Circulation

The Final MND found that the Specific Plan would not have significant effects on the environment because revisions in the project were made by or agreed to by the project proponent and mitigation measures reduced any other potential effects to less than significant with the mitigation incorporated. These mitigation measures were required to

reduce impacts to a less than significant level include:

**Mitigation Measure A**

Any street 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 warrantied to survive for no less than one year after installation. Landscaping bonds shall not be released during the warranty period.

**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 HABS/HAER 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 Honnold Library Special Collection.

**Mitigation Measure C**

An archeologist shall be kept on retainer during grading and excavation activities associated with the implementation of the Specific Plan. If any artifacts are encountered, all work shall cease immediately, and the City and other appropriate agencies shall be notified of the conditions encountered on the site. The field archaeologist shall submit a written report, including findings and specific mitigation measures, and time frames necessary to offset impacts. Work shall not be stopped for more than one month unless extended by the Director of Community Improvement in order to ensure that any identified artifacts are properly retrieved and catalogued. No work shall resume unless clearance has been obtained from the Community Development Department.

**Mitigation Measure D**

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 *Preliminary Geotechnical Investigation*, prepared by an engineer licensed to perform such analyses, based upon the approved location of new facilities. The *Preliminary Geotechnical Investigation* 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 such foundations for such structures must be reinforced.

**Mitigation Measure E**

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 for new facilities. The *Final Geotechnical Investigation* 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 *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 review and approval by the City of Claremont.

**Mitigation Measure F**

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.

**Mitigation Measure G**

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-stripe 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.

**Mitigation Measure H**

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 movement at all times.

**Mitigation Measure I**

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 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.

**Mitigation Measure J**

Prior to the issuance of any certificates of occupancy for the Colby Neighborhood residences, as a part of the Colby Circle street improvements associate with the development of Colby Neighborhood residential development, the Applicant shall stripe Colby Circle at Indian Hill Boulevard to provide a dedicated eastbound right-turn lane.

**Mitigation Measure K**

Prior to the 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.

**Mitigation Measure L**

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 alternate use.

**Mitigation Measure M**

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 cost.

**Mitigation Measure N**

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.

**Mitigation Measure O**

Prior to the 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. Implantation of the parking management plan shall commence no later than the date that the reciprocal parking agreement expires.

**Mitigation Measure P**

Prior to the Issuance of grading permits for Building N1, the Applicant shall:

- A. Conduct traffic counts for one week at the following intersections, during a normal school session:
  - i. Berkeley/Foothill
  - ii. Berkeley/Baughman
  - iii. Colby/ Santa Barbara
  - iv. Colby/Lafayette
  - v. Colby/Oxford
  
- 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:
  - i. The south leg of 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.

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.

- 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:

- i. The south leg of Berkeley Avenue/Foothill Boulevard intersection, and potential removal of westbound left turn pocket at Berkeley/Foothill;
- ii. Santa Barbara, between Mountain and Colby.

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 retired. 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 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.

### **CEQA REQUIREMENTS FOR AN ADDENDUM:**

If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency may: (1) prepare a subsequent EIR if the criteria of State CEQA Guidelines § 15162(a) are met, (2) prepare a subsequent negative declaration, (3) prepare an addendum, or (4) prepare no further documentation. (State CEQA Guidelines § 15162(b).) When only minor technical changes or additions to the negative declaration are necessary and none of the conditions described in section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred, CEQA allows the lead agency to prepare and adopt an addendum. (State CEQA Guidelines, § 15164(b).)

Under Section 15162, a subsequent EIR or negative declaration is required only when:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the negative declaration due to the involvement of any new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) 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 negative declaration was adopted, shows any of the following:
  - (A) The project will have one or more significant effects not discussed in the previous negative declaration;
  - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
  - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the

## EXHIBIT C

### Scope and Schedule of Deferred Improvements

Phase I Deferred Improvements:

Improvement	Deadline to Provide Improvement Security	Deadline to Complete Improvement
<u>Street Improvements</u> - Repave Colby Circle -Traffic Control	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.
<u>Sewer Improvements</u> - 8" VCP Sewer main (674 linear feet) -Sewer manhole (6 each) -4" VCP (50 linear feet) -Cleanout with traffic control (1 each) -Remove existing sewer main & manholes (580 linear feet) -Test and video camera sewer main -Reconnect existing laterals (3 each)	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.
<u>Water Improvements</u> - Install 12" PVC (415 linear feet) -Install 8" PVC (1040 linear feet) -Install 8" DIP (40 linear feet) -Install 12" resilient wedge gate valve (1 each) -Install 8" resilient wedge gate valve (6 each) -Install 12"x8" tapping sleeve w/8" tapping valve (1 each) -Install 6" standard wet barrel fire hydrant (3 each) -Install 8" fire service (1 each)	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.

Improvement	Deadline to Provide Improvement Security	Deadline to Complete Improvement
<ul style="list-style-type: none"> <li>-Cut &amp; plug existing system water mains (2 each)</li> <li>-Abandon &amp; remove existing fire hydrant (2 each)</li> <li>-Remove &amp; dispose of 12" asbestos cement pipe (409 linear feet)</li> <li>-Remove valve and valve box (1 each)</li> <li>-Abandon valve and remove valve box (1 each)</li> <li>-Install &amp; remove project information signs (2 each)</li> </ul>		

Phase II Deferred Improvements:

Water Improvements	Deadline to Provide Improvement Security	Deadline to Complete Improvement
<u>Street Improvements</u> <ul style="list-style-type: none"> <li>- 6" concrete curb (780 linear feet)</li> <li>- AC/AB pavement (11,950 square feet)</li> <li>- 4" concrete sidewalk (1575 square feet)</li> <li>- 1 Stop Sign</li> <li>- 2 Wheelchair Ramps</li> <li>- 4 Raised Truncated Dome</li> <li>- Cross Gutter (150 linear feet)</li> </ul>	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.
<u>Sewer Improvements</u> <ul style="list-style-type: none"> <li>- 8" Sewer Main (390 linear feet)</li> <li>- 3 Sewer Manholes</li> <li>- 1 Connection to Existing Sewer</li> </ul>	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.
<u>Water Improvements</u> <ul style="list-style-type: none"> <li>- 8" PVC water main (568 linear feet)</li> </ul>	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or

<b>Water Improvements</b>	<b>Deadline to Provide Improvement Security</b>	<b>Deadline to Complete Improvement</b>
<ul style="list-style-type: none"> <li>- 1 Connection to Existing Sewer</li> <li>- 1 Fire Hydrant</li> </ul>		occupancy use as a parking garage.
<u>Pavilion Staircase Improvements</u> <ul style="list-style-type: none"> <li>- Remove existing staircase &amp; handrail</li> <li>- 4" concrete sidewalk (220 square feet)</li> </ul>	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.
<u>Bus Parking and New Parking Area</u> <ul style="list-style-type: none"> <li>- 4" concrete sidewalk (1250 square feet)</li> <li>- 6" concrete curb (738 linear feet)</li> <li>- AC/AB pavement (13,210 square feet)</li> <li>- Remove existing pavement &amp; curbs</li> </ul>	At final map approval	Prior to issuance of the first Certificate of Occupancy for any dwelling unit or occupancy use as a parking garage.

## **EXHIBIT D**

Map Depicting Location of Phase I and Phase II Deferred Improvements

