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**DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF
SAN GABRIEL
AND
SAN GABRIEL AL REAL ESTATE L.L.C.
PLANNED DEVELOPMENT NO. PL-15-149
“Symphony at San Gabriel Assisted Living Project”**

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN GABRIEL
AND SAN GABRIEL AL REAL ESTATE L.L.C.
(PLANNED DEVELOPMENT NO. PL-15-149)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the Effective Date, as defined below, by and among the CITY OF SAN GABRIEL, a general law city and municipal corporation (the “City”), and SAN GABRIEL AL REAL ESTATE L.L.C. (“Owner” or “Developer”). The City and Owner are from time to time hereinafter referred to individually as a “party” and collectively as the “parties.”

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 et seq. (the “Development Agreement Statute”), which authorizes the City to enter into an agreement with any person or business entity having a legal or equitable interest in real property to establish certain development rights regarding the development of such property.

B. San Gabriel Zoning Code Section 153.280 et seq. (the “Planned Development Ordinance”), establishes procedures and requirements for the consideration of and establishment of a planned development. The Planned Development Ordinance sets forth the intent of the City Council in enacting the ordinance as an alternative process to accommodate major and unique developments, including those developments with combinations of uses and modified development standards, which would create a desirable, functional and community environment under the controlled conditions of a development plan.

C. The Developer owns that certain real property comprised of approximately 3.02 acres and generally located at 806-824 South Gladys Avenue, identified as Assessor’s Parcel No. 5373-031-038 and 5373-031-039 and described in the attached Exhibit A (the “Project Site”).

D. It is the intent of the Developer to develop the Project Site as an assisted living project (197 units; maximum 233,584 square feet) for senior independent living, assisted living, and memory care. The project will not exceed a maximum height of 46 feet, 2 inches and will provide 119 parking spaces. The Planned Development includes a request the on-site sale/consumption of beer, wine, and spirits to be served in a bar/lounge area located on the premises.

E. Development of the Project and the Project Site in accordance with this Agreement shall provide for orderly growth consistent with the goals, policies, and other provisions of the General Plan. Developer desires to obtain the binding agreement of the City that the City, notwithstanding changes in City policy, ordinances, approval processes or the makeup of the City’s governing body, will permit Developer to construct, develop, use and operate the Project as a Planned Development in accordance with the City’s ordinances, rules, regulations and official policies governing permitted land uses, governing density and intensity of uses, dedications, and other

exactions, and governing the design, improvement and construction standards and specifications, applicable to development of the Project, the Planned Development and the Project Site (the “Existing Development Regulations”), in force at the time of execution of this Agreement, and without requiring Developer to dedicate property, or construct public improvements or make financial contributions to the City in lieu of public improvements, except as expressly set forth in this Agreement.

F. On July 9, 2018, following a duly noticed public hearing, the Planning Commission adopted Resolution No. <insert resolution #> recommending that the City Council <insert PB action> of this Agreement.

G. On <insert City Council date here>, after a duly noticed public hearing, the City Council took the following actions: (1) determined that the Mitigated Negative Declaration (“MND”) adequately addressed the environmental impacts under the California Environmental Quality Act, Public Resources Code Sections 21000 et seq., (“CEQA”) of the Project and approved the MND, including adoption of a Mitigation, Monitoring, and Reporting Program (MMRP); (2) made appropriate findings that the provisions of this Agreement are consistent with the General Plan; and (3) introduced Ordinance No. <insert ordinance number> approving and authorizing the execution of this Agreement. On <insert City Council date here>, the City Council adopted Ordinance No. <insert ordinance number>.

K. For the reasons recited herein, the Developer and the City have determined that the Project as a Planned Development is the type of development for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site; integrate senior housing into the existing community; allow seniors to remain engaged with and connected to the community; provide a housing and/or institutional opportunity to age in place; provide for employment generating uses; provide a distinctive and high-quality residential and/or institutional environment that supports the needs to area residents, businesses, and attracts future businesses, employers, and visitors to the surrounding area; and provide other public benefits to the City and its residents by otherwise achieving the goals and purposes of the Development Agreement Statute, the Planned Development Ordinance, and the Development Agreement Ordinance.

L. In exchange for these benefits, together with the public benefits that will result from the development of the Project and the Project Site pursuant to this Agreement, the Developer desires to receive the assurance that it may proceed with the Project in accordance with the Existing Development Regulations (as defined below) of the City as they exist on the Effective Date, subject to the terms, conditions, and exceptions contained herein.

M. The parties agree that this Agreement will promote and encourage the development of the Project by providing the Developer and its lenders with a greater degree of certainty of the Developer’s ability to expeditiously and economically complete the development effort, and that the consideration to be received by the City pursuant to this Agreement and the rights granted to Developer hereunder constitute sufficient consideration to support the covenants and agreements of

the City and Developer. By entering into this Agreement, the City desires to vest in the Developer, to the fullest extent possible under the law, all possible development entitlements necessary for the completion of the Project.

N. The City Council has determined that the Planned Development is consistent with and satisfies the relevant provisions of the Code, including the goals and objectives of the City's General Plan. The City Council has found that the provisions of the Development Agreement are consistent with the relevant provisions of the Code and the City's General Plan.

O. All actions taken by the City with respect to the Project have been duly taken in accordance with all applicable legal requirements, including CEQA, and all other requirements for notice, public hearings, findings, votes and other procedural matters.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1.

GENERAL PROVISIONS

Section 1.01. Incorporation. The preamble, the Recitals, and all defined terms set forth therein, are hereby incorporated into this Agreement as if set forth herein in full.

Section 1.02. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits thereof shall bind and inure to the benefit of each of the parties hereto and any successors or assigns of City, and to any "Successor Interests," as that term is defined in Article 2 of this Agreement, of Developer.

Section 1.03. Effective Date. This Agreement shall become effective upon the thirty-first (31st) day following the adoption of the Ordinance that approves this Agreement (the "Effective Date").

Section 1.04. Term. This Agreement shall commence on the Effective Date and shall continue for a term of four years ("Term") unless terminated, modified or extended pursuant to this Agreement.

Section 1.05. Project Approvals.

(a) With the exception of the Precise Plan of Design, the City shall, concurrently with this Agreement, review and consider the following Project-related approvals. All of these approvals shall be mutually contingent so that none is approved without the others.

(1) **Planned Development Zoning**. A Planned Development zone change for the Project Site, Planned Development No. PL-15-149 (“PD Zoning”).

(2) **Vesting Tentative Parcel Map No. 74993**. A Parcel Map to merge two existing parcels into one.

(3) **Precise Plan of Design**. Precise Plan of Design will be considered by the Design Review Commission after City Council approval of this Agreement. This Agreement contemplates the right of the City to impose additional conditions of approval at that time in connection with the Precise Plan of Design.

(b) Conditions of approval of the Project are set forth in the attached Exhibit B.

ARTICLE 2.

DEFINITIONS

“**Agreement**” shall mean this Development Agreement.

“**CEQA**” shall have that meaning set forth in Recital I of this Agreement.

“**City**” shall mean the City of San Gabriel, a charter city and municipal corporation.

“**City Council**” shall mean the City Council of the City of San Gabriel, or its designee.

“**City General Plan**” or “**General Plan**” shall mean the applicable General Plan of the City of San Gabriel.

“**Development Agreement Statute**” shall mean Government Code Sections 65864 through 65869.5.

“**Director**” shall mean the Community Development Director of the City of San Gabriel, or his or her designee.

“**Effective Date**” shall have that meaning set forth in Section 1.03 of this Agreement.

“**Existing Development Regulations**” shall mean the 1) City laws, ordinances, rules, regulations, policies, motions, directives, the mitigation measures set forth as the Developer’s responsibility in the MND and/or MMRP, conditions, standards, specifications, dedications, other exactions and impositions of the City, whether enacted or adopted by the City or its electorate through the initiative or referendum process, in effect as of the Effective Date, establishing or regulating the design, density, permitted land uses, occupancy, improvement, construction standards, impact fees, dedications and exactions applicable to the Project Approvals, as defined

herein, except as otherwise expressly set forth in this Agreement; and 2) the Project Approvals, this Agreement and the Conditions of Approval.

“Minor Change” shall mean a minimal change or increase in the extent of use or size of structures or of the design, materials, or colors of structures, restriping of parking spaces that does not result in the loss of spaces, and movement of driveways or walkways to accommodate utilities that do not change the anticipated paths of travel of persons or motor vehicles and may be approved by the Community Development Director. Major modifications (such as changes to the number of stories, bulk or mass, horizontal or vertical articulation) shall be approved by the Planning Commission.

“New Law” shall mean any law which becomes operative or effective subsequent to the Effective Date and shall include any City laws, ordinances, resolutions, rules or regulations.

“Project Approvals” shall mean those entitlements listed in Section 1.05 of this Agreement. “Project Approvals” does not include any other permit, license, fee, or approval required under any other law, ordinance, rule or regulation, including, without limitation, Title XV (Land Usage) of the San Gabriel Municipal Code, and nothing in this Agreement shall relieve Owner of such requirements.

“Subsequent Applications” shall mean applications for other land use approvals, entitlements and permits not necessary to the development of the Project and the Project Site, but desired by Developer subsequent to the Effective Date. The Subsequent Applications may include without limitation amendment of any of the Project Approvals.

ARTICLE 3.

OBLIGATIONS OF DEVELOPER AND CITY

Section 3.01. Obligations of Developer. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in this Agreement, Developer hereby agrees that it will comply with this Agreement and the Project Approvals whether granted in conjunction with this Agreement or at a later date. The parties acknowledge that the execution of this Agreement by City is a material consideration for both the Developer’s acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals. Notwithstanding the foregoing, Developer reserves the right to appeal any Project Approval issued or denied by the City, subsequent to the date of this Agreement, which Developer deems in its reasonable discretion, as an unreasonable restraint on its ability to develop the Project, in violation of any law, or on any other legal basis which may support Developer’s appeal.

Section 3.02. Obligations of City. In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and

conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in this Agreement, the City hereby agrees to the development of the Project in accordance with the provisions of Article 4 herein below.

ARTICLE 4.

DEVELOPMENT OF PROJECT AND PROJECT SITE

Section 4.01. Vested Right to Develop. Subject to the terms and conditions stated herein, Developer shall have the vested right to develop the Project and the Project Site as a planned development in accordance with the Existing Development Regulations as of the Effective Date. The City shall use good faith and reasonable efforts to cause all development permits and other approvals which may be required to develop the Project, to the greatest extent permitted by law, and except as herein provided, to be free of: (a) all discretionary acts or review of the City or any body or agency thereof, it being understood that any subsequent review shall be ministerial, as further provided herein; and (b) the application of any subsequent building moratoria or restrictions on development which are inconsistent with this Agreement, including, but not limited to, those related to or affecting the rate, timing, phasing or sequencing of the construction of the Project.

Section 4.02. Existing Development Regulations.

(a) General Rule and Exception.

(1) In accordance with the provisions of Government Code Section 65866, the City and the Developer, each to the extent legally permissible, agree that during the Term of the Agreement, the Existing Development Regulations shall govern the Project and Project Site with respect to, by way of example, but not limitation, design, density, grading, construction, remodeling, and reconstruction. Except as otherwise provided for herein, no amendment to, revision of, or addition to any Existing Development Regulation, without the Developer's written approval, whether adopted or approved by the City Council or any office, board, or other agency of the City, or by the people of the City through referendum or initiative measure, shall be effective or enforceable by the City with respect to the Project or Project Site, except as expressly provided below.

(2) Notwithstanding the foregoing, the City has the absolute right to apply the following new rules, regulations, ordinances, and official policies which may conflict with the Existing Development Regulations to the Project and the Project Site:

a) Current Uniform Building Code and other uniform construction codes applicable to the Project and Project Site throughout the Term of this Agreement, provided that:

i. Such uniform codes shall apply to the Project and Project Site only to the extent that the applicable code (and the applicable version or

revision of the code) has been adopted by City and is in effect on a Citywide basis; and

- ii. Such uniform codes shall apply to the Project and Project Site only to the extent that the applicable code (and the applicable version or revision of the code) has been adopted by City and is in effect on a Citywide basis; and
- iii. Such uniform codes shall be interpreted and applied to the Project and Project Site in a manner consistent with the express provisions and limits in the particular uniform code provision(s) adopted by City; and
- iv. Provision(s) of such uniform codes shall be interpreted and applied to the Project and Project Site in a manner consistent with the generally prevailing interpretation of such provision(s) under the State Building Standards Code; and
- v. Such uniform codes shall apply only at the time of construction of the particular improvements constituting the Project, and the Developer shall not be obligated retroactively during the Term of this Agreement to upgrade or modify any improvements previously constructed on account of modification to uniform building codes.

b) Changes in Federal Law pursuant to Section 4.03(d);

c) Changes under health and safety laws to the extent they are found by the City, based upon substantial evidence in the record, to be necessary to stop an imminent threat to the health and safety of the public, as it relates to the Project Site and as are generally applicable to all properties in the City.

(b) Police Power. This Agreement shall be construed to reserve to City all of its police power and authority which cannot be lawfully restricted by contract. The City, through the exercise of its police power, shall not establish, enact, increase, or impose any laws, ordinances, rules, regulations, or official policies applicable to the Project and/or Project Site which conflict with the Existing Development Regulations, except as authorized herein.

(c) Mitigation Measures Pursuant to CEQA. In connection with the City's approval of any other Project Approval which is subject to CEQA, and to the extent permitted or required by CEQA, the City shall promptly commence and diligently process any and all initial studies and assessments required by CEQA. The City agrees that no additional CEQA review is required for the Project Approvals, this Agreement and the Conditions of Approval, it being agreed and acknowledged that the MND/MMRP has adequately disclosed and analyzed the environmental

impacts of the Project as reflected in those Project Approvals, including appropriate mitigation measures.

The City shall not impose on the Developer any mitigation measures to decrease environmental impacts of the Project other than those referenced in the Conditions of Approval and this Agreement as the Developer's responsibility.

(d) New Laws. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the City or the voters in the City, by subsequent action, from enacting or imposing any "New Law" that does not conflict with the Existing Development Regulations (the "Non-Conflicting New Law"). Illustrative of some Non-Conflicting New Law(s) are the following: (1) imposition of new or increased taxes, or city or area-wide assessments; (2) New Laws that are found by the City, based upon substantial evidence in the record, to be necessary to the health and safety of the public, and are generally applicable to all properties in the City; and (3) zoning ordinances which regulate the manner in which business activities may be conducted or which prohibit a particular type of business activity on a city-wide basis, as long as such ordinances or regulations do not conflict with the uses of the Project on the date of such ordinances' or regulations' enactment. To the extent such conflicts do occur, the Project shall be deemed a legal nonconforming use.

All City actions in applying any New Law to the Project and Project Site must be consistent with this Agreement and the Existing Development Regulations. If the City denies any Project Approval on the basis that it does not comply with a New Law that is consistent with this Agreement, the City shall follow the procedures set forth in Section 4.03 of this Agreement.

(e) Processing Fees. Pursuant to law, including without limitation, Government Code sections 66005, 66013, 66014 and 66016 (or their successor section(s)), the City shall charge Developer only those application and processing fees which represent the reasonable costs to the City of processing any application for Project Approvals (the "Processing Fees"). The City may charge the Developer the Processing Fees that are in effect on a Citywide basis at the time an application is submitted for a Project Approval.

(f) Impact Fees. Except as otherwise set forth in this Section 4.02(f), the Developer shall pay City development impact fees that are in effect at the time of issuance of each building permit for the Project. Said fees shall be payable at the time of building permit issuance. The City shall not impose any new categories of impact fees during the Term of this Agreement. In addition, the City shall not require any exactions or fees, or impose any further conditions, reservations, dedications, or public improvements other than as set forth or required herein.

(g) Utility Fees. Except as otherwise stated in this Section 4.02(g), the Developer shall pay to the City standard and non-discriminatory utility fees (the "Standard Fees") and other related utility rates including, but not limited to, hook-up charges and aid-in-construction fees, in accordance with the applicable electrical or water rates and rules in effect at the time of application for service or as otherwise set forth in a separate agreement between the Developer and the City.

(h) Dedications. Except as otherwise provided for in this section, the City shall not require dedication by the Developer of any real property other than the dedication set forth in the Conditions of Approval or required through the Map approval process. Prior to the recordation of the Final Map, the Developer and the City shall jointly determine and agree, and in accordance with this Agreement, on the legal description of any property to be dedicated to the City or for public use pursuant to this Agreement.

(i) Insurance. Before beginning construction on the Project Site, and when actual work on the Project is being performed by the Developer, its contractors, and subcontractors, the Developer shall obtain and shall keep in force the insurance described in the following subsections (i)(1) and (i)(2) below. The City (including its respective directors, officers and employees), to the extent such parties have insurable interests, shall be included as an additional insured under all of the policies set forth below. The endorsement shall further provide that the insurer shall provide thirty (30) days written notice to the City prior to any cancellation or reduction in coverage. Said insurance shall include:

(1) Workers' Compensation and Employer's Liability Insurance for all persons employed by the Developer at the Project Site. The Developer shall require its general contractor and each subcontractor to maintain Workers' Compensation and Employer's Liability Insurance for all employees employed by the general contractor or subcontractor at the Project Site. The Developer agrees to indemnify the City and its officers, agents, employees and representatives, for any damage resulting from failure to obtain and maintain such insurance.

(2) General Commercial Liability Insurance having a combined single limit of Five Million Dollars (\$5,000,000) per occurrence, providing coverage for comprehensive general liability (bodily injury and property damage), automobile liability, including owned, hired and non-owned vehicles, blanket contractual liability, and personal injury.

Section 4.03. Cooperation/Implementation.

(a) City Efforts.

(1) To the maximum extent permitted by law, the City shall use good faith and reasonable efforts to prevent any New Law from invalidating all or any part of this Agreement or the Project Approvals. The City agrees to use good faith and reasonable efforts with the Developer to keep this Agreement in full force and effect. The City makes no representation as to the applicability of prevailing wage laws to any portion of the Project.

(2) The Developer reserves the right to challenge any New Law should it become necessary to protect the development rights vested in the Project and Project Site pursuant to the Existing Development regulations and this Agreement.

(b) Covenant of Good Faith and Fair Dealing. The City and the Developer shall

use good faith and reasonable efforts and shall take and employ all necessary actions to ensure that Developer's vested rights to develop the Project and Project Site, secured by Developer through this Agreement, can be enjoyed, and that Developer's financial and other obligations which benefit the City can occur.

(c) Life of Project Approvals. The term of the Project Approvals (including, without limitation, the PD Zoning and the Vesting Tentative Parcel Map, [but not including permits issued for the construction of the Project]) shall automatically be extended for the longer of: (1) the term of this Agreement (2) the term normally given the approval under controlling law.

(d) Changes in the State and Federal Law. Pursuant to Government Code Section 65869.5, and notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application to the Project or Project Site of any new law that is required by changes in state or federal laws or regulations ("Changes in the Law"), the terms of which are specifically required to be applied to developments such as the Project. The City shall not apply to the Project any such law or regulation that is inconsistent with this Agreement until the Community Development Director makes a finding that such law or regulation is necessary to comply with such Changes in the Law. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with the Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement.

(e) Timing of Project Construction and Completion. The Developer generally anticipates completing development of the Project in one phase. This phase would include demolition of existing structures, excavation for the proposed subterranean parking levels, construction of the proposed structures, interior buildout, and installation of site lighting and landscaping. The Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions, litigation, and other economic factors influencing its business decision, to commence or continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement.

(f) Processing.

(1) Upon submission by the Developer of all appropriate applications and processing fees for any Project Approval (such applications and processing fees are collectively referred to herein as the "Application"), the City shall promptly commence and diligently complete all steps necessary to act on the Application, including without limitation: (a) the notice and holding of all required public hearings (if such notice and hearings are required pursuant to Existing Development Regulations or this Agreement); and (b) the approval of the Application to the extent that it complies with this Agreement and the Existing Development Regulations.

(2) The City may deny an Application only if the Application does not

comply with this Agreement and the Existing Development Regulations. The City, upon satisfactory completion by the Developer of all required administrative procedures, actions and payments of appropriate processing fees, if any, shall, in a timely fashion, proceed to complete all required steps necessary for the implementation of this Agreement and the development by the Developer of the Project Site. Prior to each request for a building permit, the Developer shall provide the City with a compliance certificate (“Certificate”) in a form created by the Developer and approved by the City, which shall describe the Application’s consistency with the Project Approvals. The Certificate shall be distributed to relevant City departments for review. The City shall use its best efforts to complete this review within thirty (30) days of a completed Certificate and completed application for building permit.

(3) If the City denies any such Application for a Project Approval on the basis that it does not comply with a New Law, such New Law must be consistent with this Agreement and the Existing Development Regulations, and the City agrees to specify in writing the basis of its decision. The City and the Developer shall, with due diligence and in good faith, cooperate to require modifications rather than denying any Applications for Project Approvals whenever reasonably possible. Article 5 of this Agreement provides further processing guidelines.

(4) The Developer shall provide the City, in a timely manner, all documents, applications, plans, payments of appropriate processing fees, if any, and other information necessary for the City to carry out its obligations hereunder and shall cause Developer’s planners, engineers, and all other consultants to submit, in a timely manner, all required materials and documents therefor. It is the express intent of the Developer and the City to cooperate and diligently work to implement any Applications for Project Approvals that are necessary in connection with the development of the Project and Project Site.

(g) Other Governmental Permits. The Developer shall apply in a timely manner for such other permits, approvals, grants, agreements and other entitlements (“Other Governmental Permits”) as may be required by other agencies having jurisdiction over, or in connection with the development of, or provision of services to, the Project and Project Site. The City shall cooperate with the Developer relative to such entitlements.

Section 4.04. General Permitted Uses. The permitted uses, density and intensity of use, maximum height and other development standards and provisions for reservation or dedication of land and other terms and conditions of development applicable to the Project shall be substantially as set forth in the Project Approvals, or otherwise modified by the terms and conditions of this Agreement.

Section 4.05. Project Approvals Independent; Severability. All Project Approvals which may be granted pursuant to this Agreement, and all land use entitlements or approvals generally which have been issued or will be granted by the City with respect to the Project Site, constitute independent actions and approvals by the City. If any provision of this Agreement, or the application of any provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any

reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project Approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and Conditions of Approval. To the extent not expressly held invalid or unenforceable, this Section 4.05 shall survive the termination of this Agreement.

ARTICLE 5.

AMENDMENT

Section 5.01. Amendment of Project Approvals. The Project Approvals from time to time, may be amended or modified in the following manner:

(a) Administrative Amendments. Upon the written request of the Developer, the Community Development Director or his or her designee (the “Community Development Director”) shall determine: (1) whether the requested amendment or modification (the “Project Approval Amendment”) is minor, as determined by the Community Development Director in his or her sole discretion; and (2) whether the requested Project Approval Amendment is consistent with this Agreement. If the Community Development Director finds that the Project Approval Amendment is both minor and consistent with this Agreement, the Project Approval Amendment shall be determined to be an “Administrative Amendment,” and the Community Development Director shall approve the Administrative Amendment without a public hearing, and this Agreement and its pertinent exhibits shall be automatically amended without further action by the parties.

Notwithstanding the foregoing, no administrative amendment will be effective until after thirty (30) days’ notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests consideration of such amendment within the 30-day notice period, then the administrative amendment will not be effective unless there is a final a determination approving it. In the event Council requests consideration of an administrative amendment, staff will agendize the matter for Council discussion within 30 days of such request. This 30-day notice provision shall not apply to time-sensitive decisions during construction. In such a case, time-sensitive administrative amendments will be effective upon approval by the Community Development Director, and the City Council shall be given notice following the Community Development Director’s decision.

(b) Non-Administrative Amendments. Any written request by the Developer for an amendment that is determined by the Community Development Director to be either: (1) not minor, or (2) inconsistent with this Agreement, shall be determined not to be an Administrative Amendment, shall be subject to review, consideration and action pursuant to the Existing Development Regulations and this Agreement, and shall be reflected in an amendment to this Agreement and/or its pertinent exhibits pursuant to Section 5.02 of this Agreement.

(c) Changes to Plans; Appeals. If the Community Development Director

determines that a proposed revision to the approved Site Plan (“Changes to Plans”) is minor, if such revisions do not result in any new, significant, or potentially significant environmental impacts not studied in the MND/MMRP, and the Community Development Director determines that the proposed revision to the Site Plan is in substantial conformance with the provisions of the Planned Development, the general intent of the approved Site Plan and consistent with this Agreement, the revised plan shall be approved by the Community Development Director without submittal to the Planning Commission for review and approval. The decision of the Community Development Director shall be final unless appealed to the Planning Commission within ten (10) days from the date of such decision. If the Community Development Director determines that the proposed revision is not in substantial conformance with the approved Site Plan, then the revised plan shall be submitted to the Planning Commission for review and action pursuant to this Subsection. Notwithstanding the foregoing, the Community Development Director shall have the discretion to refer consideration of the revised plan to the Planning Commission as a report and recommendation item. If the Planning Commission determines that the proposed revision is in substantial conformance with the provisions of the Planned Development and the general intent of the approved Site Plan, the revised plan shall be approved by the Planning Commission. The decision of the Planning Commission shall be final unless appealed to the City Council within ten (10) days from the date of such decision. Before any decision by the Community Development Director is final under this subsection, notice shall be provided in the same manner as agendas and by publication at least ten (10) days prior to the end of the appeal period. The City agrees that notwithstanding the foregoing, whenever possible, in the interest of expediting the Project for the benefit of both the Developer and the City, the City shall use its best efforts to make all determinations regarding the Changes to Plans as stated herein, in a prompt fashion as time is of the essence.

Section 5.02. Amendment of This Agreement.

(a) Generally. This Agreement may be amended from time to time in whole or in part by mutual consent of the original parties or their successors in interest, in accordance with this Agreement and Sections 65867, 65867.5, and 65868, of the Government Code.

(b) Administrative Amendments. Notwithstanding Section 5.02(a) above, any amendment to this Agreement which does not relate to (1) the Term, uses other than those permitted by the Planned Development, (2) provisions for reservation and dedication of land, or conditions, terms, restrictions, and requirements relating to subsequent discretionary actions, (3) monetary contributions agreed to by Developer pursuant to this Agreement, or (4) changes to any condition set forth in the Conditions of Approval, may be determined by the Community Development Director to be an Administrative Amendment and if so, shall be processed pursuant to Section 5.01(a) above. A memorandum shall be recorded to reflect such Administrative Amendment.

ARTICLE 6.

COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any administrative or legal action, or other proceeding instituted by a third party, including another governmental entity or official challenging the validity of any of the Project Approvals (a “Challenge”), the parties shall cooperate in defending the Challenge. The City shall tender the complete defense of the action to the Developer (the “Tender”) and upon the Developer’s acceptance of the Tender, the Developer shall indemnify and hold harmless the City from all costs and liabilities arising from such an action or proceeding and shall control the defense. However, Developer shall not enter into any settlement or resolution of any Challenge without first obtaining written approval of such settlement or resolution by City.

The Developer shall be responsible for the attorneys’ fees owing to the legal counsel and all other costs of the litigation, including but not limited to expert witness fees. Should the Developer refuse to accept the Tender by City, the City may defend such action or proceeding, at its sole discretion, and if City so defends, the Developer shall indemnify and hold City harmless from all reasonable attorneys’ fees related to such defense. In the event City must bring a legal action against Developer to enforce the provisions of this Section, City shall be entitled to all reasonable attorneys’ fees related to such action.

ARTICLE 7.

COMPLIANCE REVIEW; DEFAULT; REMEDIES; TERMINATION

Section 7.01. General Provisions.

(a) Compliance Review. Pursuant to Government Code section 65865.1, as may be amended, Owner shall have the duty to file an annual review request with the City, pay any applicable Processing Fees, and provide evidence of compliance with the terms of this Agreement. Upon finding noncompliance, the City Council shall have the power to unilaterally amend or terminate this Agreement in accordance with said section 65865.1 and this Article 7. In addition, City may, without liability and in its sole and absolute discretion, terminate this Agreement in the event of either: (i) a mortgage of Owner comes into possession of the Property through a loan default; or (ii) a bankruptcy filing by Owner or its successors or assigns.

(b) Failure or unreasonable delay by the Developer to perform any term, provision, or condition of this Agreement for a period of sixty (60) days after written notice thereof from the City shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. The time of notice shall be measured from the date of certified mailing. Said notice shall specify the nature of the alleged default and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 60-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

(c) During any period of curing, the Developer shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist and the noticing party shall take no further action.

(d) Subject to the foregoing, after notice and expiration of the 60-day period without cure or commencement of cure, the City, at its option, may give notice of intent to terminate this Agreement pursuant to Government Code Section 65867. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the Planning Commission and City Council in the manner set forth in Government Code Sections 65865, 65865.1, and 65867.

(e) Following consideration of the evidence presented in said review before the City Council, if the City Council determines to terminate this Agreement, the City shall give written notice of termination of this Agreement to the Developer by certified mail. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the defaulting party.

(f) If the City does not accept or process applications, or render a decision on the Project Approvals in a timely manner, in accordance with the terms of this Agreement, or the City otherwise defaults under the provisions of this Agreement, Developer, upon a reasonable determination by Developer that the City remains in default after the cure period has elapsed, shall be entitled to exercise its remedies hereunder including, without limitation, the right to terminate or modify this Agreement.

(g) In addition to any other remedies of Developer, Developer may, at its option, terminate or modify the terms of the Agreement to remedy the effect of City's default. If Developer desires to terminate or modify the terms of this Agreement, it shall request a processing of such modification pursuant to Government Code Section 65868 and City staff shall be required to present such requested modifications thereof to the City's Planning Commission and the City Council at the earliest available public meeting thereof.

Section 7.02. Enforced Delay; Extension of Time of Performance. Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walk-outs, inability to obtain labor and/or supplies, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, or similar bases for excused performance which are not within the reasonable control of the party to be excused. An administrative or legal/equitable challenge or proceeding addressing the validity of this Agreement, any other Project Approvals, the MND/MMRP or any permit, approval, agreement or other entitlement or action of a governmental agency necessary or desirable for the development of the Project Site pursuant to this Agreement shall be deemed to create an excusable delay as to the Developer. Upon the request of either party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

The Term set forth in Section 1.04 of this Agreement shall be automatically extended for an amount of time equal to the duration of any litigation, including appeals, challenging the Agreement, any Project Approvals, or any other permit or entitlement approved or issued by the City.

Section 7.04. Time is of the Essence. The Parties hereto understand and agree that time is of the essence and each represent and warrant to carry forth their duties as stated herein in a timely and prompt manner and in accordance with any schedule for determinations, responses or actions that may be applicable or prescribed by applicable codes, statutes, ordinances, and regulations.

Section 7.05. Remedies. In the event that one of the parties defaults under the terms and conditions of this Agreement, the other party shall have all legal rights, including the right to institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation thereof, to recover damages for any default, to enforce by specific performance the obligations and rights of the parties hereto, or to obtain any other remedies consistent with the purpose of this Agreement, subject to the dispute resolution provisions herein if a dispute as to an interpretation of this Agreement is in issue.

(a) Dispute Resolution; Issuance of Interpretations by the Community Development Director. Should a dispute arise between the parties concerning the proper interpretation of this Agreement, the Community Development Director shall issue a written interpretation of the disputed provision of this Agreement within thirty (30) days of receipt of a written request by the Developer, but only after consultation with the City Attorney, any affected City department, the Developer and counsel for the Developer.

(b) Appeals of Interpretations. The Developer may appeal any interpretation issued by the Community Development Director, or the failure to timely issue an interpretation, to the Planning Commission, which shall act within thirty (30) days of receipt of a written appeal. The Developer may appeal any interpretation adopted by the Planning Commission, or the failure of the Planning Commission to timely adopt an interpretation, to the City Council, which shall act within thirty (30) days of receipt of a written appeal.

(c) Litigation. If the City Council fails to timely render an interpretation within thirty (30) days after a written appeal is filed with the City Council by the Developer, or if the Developer contests the interpretation adopted by the City Council, the Developer may institute legal action, including, but not limited to, an action for declaratory relief pursuant to Code of Civil Procedure Section 1060 et seq., to interpret this Agreement after complying with the administrative procedures of this subsection.

Section 7.06. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If a legal action is brought by a third party, Article 6 of this Agreement shall apply.

ARTICLE 8.

MORTGAGEE PROTECTIONS

Section 8.01. Mortgagee Protection; Subordination. The parties hereto agree that this Agreement shall not prevent or limit the right of Owner to encumber the Property or any improvement thereon by any mortgage, deed of trust or other security device (collectively “Mortgage”) securing, among other things, financing of the purchase, development or operation of the Property (including, without limitation, any combination of purchase financing, construction financing, bridge loans, take-out and permanent financing), provided, however, that any Mortgage recorded after the date of this Agreement shall be subordinate to this Agreement.

ARTICLE 9.

MISCELLANEOUS

Section 9.01. No Agency, Joint Venture or Partnership. It is specifically understood and agreed by and between the parties hereto that the Project and Project Site development is a private development, and that the Developer shall have full power over and exclusive control of the Project and Project Site, subject only to the obligations of the Developer under this Agreement. The City and the Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and the Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Developer.

Section 9.02. Severability. If any term, provision, covenant or condition of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 9.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and other Project Approvals in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 9.04. Construction. Each reference in this Agreement and in the other Project Approvals to this Agreement shall be deemed to refer to the named document or plan as such document or plan may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 9.05. Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signers’ obligations are joint and several.

Section 9.06. Covenants, No Dedication or Lien. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Project Site for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto for the Term of this Agreement. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, the title to the Project Site, other than those dedications required herein.

Section 9.07. Cooperation in Carrying Out Agreement. Each party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

ARTICLE 10.

NOTICES

Section 10.01. Method of Notice.

(a) Any notice or communication required hereunder by the City or the Developer must be in writing, and may be given, by either party or its counsel, either personally, by overnight carrier providing receipted delivery (such as Fed Ex or UPS), or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as a party to whom notices are to be sent, or (ii) five (5) days after the registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by overnight carrier or personally delivered, a notice shall be deemed to have been given when received or refused by to the party to whom it is addressed. A courtesy copy of the notice may be sent by facsimile or electronic mail transmission. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

(b) Such notices shall be given to the parties at their addresses set forth below:

If to City to:

City of San Gabriel
425 South Mission Drive
San Gabriel, CA 91776
Attention: Community Development Director

With a Copy to:

City of San Gabriel
425 South Mission Drive
San Gabriel, CA 91776
Attention: City Manager

If to Developer, to:

San Gabriel AL Real Estate
Group
1442 Clarkview Road
Baltimore, MD 21209
Attn: Kenneth Assiran, Manager

With a Copy to: <insert as directed>

ARTICLE 11.

ASSIGNMENT

Section 11.01. Limitation; Permitted Transfers; Transfer Approvals.

(a) The qualifications and identity of the Developer are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with the Developer. Accordingly, for the period commencing upon the Effective Date until a Certificate of Occupancy for the improvements comprising the Project has been issued, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement ("Transfer") without the prior written approval of the City, except as expressly set forth herein.

(b) Notwithstanding Subsection (a) above, City approval of a Transfer shall not be required in connection with any Transfer of the Developer's interests, rights and obligations under this Agreement to an Affiliate. In the event of a Transfer by Developer under this Subsection (b) not requiring the City's prior approval, Developer nevertheless agrees that on or at least thirty (30) days after such Transfer it shall give written notice to City of such assignment and satisfactory evidence that the assignee has assumed in writing through an assignment and assumption agreement as required by Subsection (d) below. "Affiliate" means any person or entity controlling, controlled by, or under common control with, Developer/Owner.

(c) The City agrees that it will give reasonable consideration to approving a request for approval of a Transfer in accordance with the standards of such approval set forth below, provided the Developer delivers written notice to the City requesting such approval. Such

notice shall be accompanied by evidence regarding the proposed transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 11.01 and as reasonably determined by the City. The City may, in considering any such request, take into consideration such factors as (i) the quality of any new and/or replacement developer (ii) the transferee's past performance and experience as developer of high-quality mixed-use residential and retail developments (iii) the current financial condition of the transferee, and similar factors.

(d) If all or any portion of this Agreement is transferred by the Developer to any person or entity (a "Transferee"), the Transferee shall succeed to all of the Developer's Rights under this Agreement regarding the Transferred Property. A written assignment and assumption agreement (the "Assignment") in a form approved by the City Attorney, shall be executed by the Transferee, and a copy provided to the City. The Assignment may contain, if appropriate, an allocation of rights and obligations under the Agreement between the Developer and the City. Thereafter, a default under this Agreement by the Developer regarding that portion of the Project Site other than the Transferred Property (the "Remaining Property") shall not be considered or acted upon by City as a default by the Transferee regarding the Transferred Property and shall not affect the Transferee's Rights regarding the Transferred Property. Likewise, a default by a Transferee relating to the Transferred Property shall not be considered or acted upon by the City as a default by the Developer regarding the Remaining Property and shall not affect the Developer's Rights regarding the Remaining Property.

ARTICLE 12.

ENTIRE AGREEMENT, COUNTERPARTS' EXHIBITS, RECORDING

Section 12.01. Generally. This Agreement constitutes the final and exclusive understanding and agreement of the parties, and supersedes all negotiations and any previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 12.02. Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the parties.

Section 12.03. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A - Project Site Legal Description
- Exhibit B - Conditions of Approval

Section 12.04. Recordation of Agreement. No later than ten (10) days after the Effective Date, the City Clerk shall record at the Developer's expense an executed original of this Agreement in the Official Records of the County of Los Angeles.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

“CITY”

“DEVELOPER” and “OWNER

CITY OF SAN GABRIEL,
a municipal corporation

San Gabriel AL Real Estate L.L.C.
a Delaware Limited Liability Company

City Manager

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

_____, City Clerk

APPROVED AS TO FORM FOR CITY
Office of the City Attorney

By: Lloyd Pilchen
Assistant City Attorney

**ACKNOWLEDGMENT FOR
CITY OF SAN GABRIEL**

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.
)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

ACKNOWLEDGMENT FOR DEVELOPER/OWNER

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

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

**EXHIBIT A
PROJECT SITE
LEGAL DESCRIPTION**

PARCEL ONE:

THAT PORTION OF BLOCK 100, EAST SAN GABRIEL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGE 30 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID BLOCK 100 AND THE NORTH LINE OF THE SOUTH 150.00 FEET OF SAID BLOCK; THENCE NORTH 00° 29' 45" WEST ALONG SAID WEST LINE, A DISTANCE OF 232.56 FEET; THENCE NORTH 89° 30' 15" EAST 55.00 FEET; THENCE NORTH 66° 53' 02" EAST 74.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 46.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 01' 36" AN ARC DISTANCE OF 53.81 FEET; THENCE NORTH 00° 08' 34" WEST 96.57 FEET; TO THE SOUTH LINE OF THE NORTH 300.00 FEET OF SAID BLOCK, THENCE NORTH 89° 31' 46" EAST 177.40 FEET TO THE EAST LINE OF SAID BLOCK; THENCE SOUTH 00° 29' 45" EAST ALONG THE EAST LINE OF SAID BLOCK, A DISTANCE OF 400.00 FEET; TO THE NORTH LINE OF THE SOUTH 150.00 FEET OF SAID BLOCK; THENCE SOUTH 89° 31' 46" WEST ALONG THE NORTH LINE OF THE SOUTH 150.00 FEET, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION IS ALSO SHOWN AS EXHIBIT "B" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 25, 1997 AS INSTRUMENT NO. 97-1484403, OFFICIAL RECORDS AND RE-RECORDED DECEMBER 11, 1997 AS INSTRUMENT NO. 97-1952669, OFFICIAL RECORDS.

PARCEL TWO:

THAT PORTION OF BLOCK 100, EAST SAN GABRIEL, IN THE CITY OF SAN GABRIEL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGE 30 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF SAID BLOCK 100, BEING 150.00 FEET NORTH, AS MEASURED ALONG SAID WEST LINE, FROM THE SOUTHWEST CORNER OF SAID BLOCK 100, THENCE NORTH 00° 26' 45" WEST 232.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°30'15" EAST 55.00 FEET; THENCE NORTH 66° 56' 02" EAST 74.42 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF

46.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 01' 36" AN ARC DISTANCE OF 53.81 FEET; THENCE NORTH 00° 08' 34" WEST 96.57 FEET; THENCE SOUTH 89° 31' 46" WEST 152.60 FEET TO THE WEST LINE OF BLOCK 100; THENCE SOUTH 00° 29' 45" EAST 167.44 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION IS ALSO SHOWN AS EXHIBIT "A" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 25, 1997 AS INSTRUMENT NO. 97-1484403, OFFICIAL RECORDS AND RE-RECORDED DECEMBER 11, 1997 AS INSTRUMENT NO. 97-1952669, OFFICIAL RECORDS.

APN: 5373-031-039 (AFFECTS: PARCEL ONE) AND 5373-031-038 (AFFECTS: PARCEL TWO)

EXHIBIT B
RECOMMENDED CONDITIONS OF APPROVAL

PROJECT ADDRESS: **806-824 SOUTH GLADYS AVENUE**
PROJECT NO.: **PLANNING CASE NO. PL-15-149**
PROJECT DESCRIPTION: **PROPOSED 197 UNIT, 3-STORY SENIOR INDEPENDENT-
LIVING, ASSISTED-LIVING, AND MEMORY CARE CENTER**

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety and copied on the revised sets of plans for construction plan check:

GENERAL NOTICES REQUIRED BY LAW

1. **Conditions are Binding:** All conditions of approval are final. No approval shall be valid until the applicant has signed the affidavit at the bottom of this document stating that (he/she) has received, read, understands and accepts the conditions of approval. All conditions are binding, and the City retains continuing jurisdiction to ensure that all requirements of an approved permit are met.
2. **Follow the Law:** The City's approval of your application does not relieve you from compliance with other Federal, State or City requirements.
3. **All Improvements Must Be Finished to Occupy:** No occupancy permit can be granted, nor any building permit "finalized," until all improvements required by this approval have been properly constructed, inspected, and approved.
4. **Changes Must Be Approved:** Please refer to the development agreement for relevant procedure should changes to the proposed project be requested by the Developer.

PLANNING DIVISION CONDITIONS

5. Planning Case No. PL-15-149 Planned Development, Development Agreement, and a Vesting Tentative Parcel Map allows for the construction of a 197 unit, 3-story assisted-living center comprised of senior independent-living units, senior assisted-living units, and memory care units. The maximum square footage shall not exceed 228,072 square feet (including the basement parking area) and provide 119 parking spaces.
6. Development of the subject property and operations on the site shall remain in substantial conformance with the request and with the application forms and plans submitted by the Development, and/or modified by the Planning Commission and City Council, and placed on file in the office of the Planning Division, except as modified by the conditions herein, of by subsequent modifications determine by the Community Development Director to be in substantial compliance with these conditions of approval.
7. Planning Case No. PI-15-149 Planned Development, Development Agreement, and a Vesting Tentative Parcel Map may be modified or revoked by the City should it be determined that the proposed use as permitted by this approval or conditions under which they were

permitted are detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity or if the use is maintained so as to constitute a public nuisance.

8. The Developer shall make the following amenities available to all tenants of the units:
 - a. Valet service
 - b. Concierge and/or Information Service
 - c. Dining area
 - d. Bar/lounge area (may include coffee area, seating areas, billiard tables, televisions, and/or other items generally found in similar facilities).
 - e. Music area
 - f. Multiple card areas
 - g. Beauty/salon area (for personal services such as hair grooming, massage, nail and/or skin care, etc.)
 - h. Craft area
 - i. Library area
 - j. Theater area
 - k. Exercise room area
 - l. Multipurpose activity spaces and living areas.
 - m. Two interior courtyards with, at a minimum, raised planter beds, seating, and water features.
 - n. Other amenities appropriate for the proposed use as time and technology evolve.
9. The Developer shall provide 119 parking spaces.
 - a. The Developer shall provide a minimum of nine surface parking spaces at the northwest corner of the site. This may be accomplished by providing a combination of full size, ADA, and ADA van accessible parking spaces.
 - b. The Developer shall provide 110 parking subterranean parking spaces. This may be accomplished by providing a combination of full size, full size tandem, compact direct, ADA, and ADA van accessible parking spaces. No compact tandem spaces will be permitted.
 - i. Full size tandem spaces are limited for use for resident parking and may only be accessed using valet service.
 - ii. No more than ten percent of the parking spaces may be compact.
 - iii. The Developer shall identify ten percent of the parking spaces as GUEST parking spaces. These spaces may not be compact parking spaces.
10. To the extent the project maintains a California Department of Beverage Control (ABC) License, all ABC rules and regulations shall be proactively enforced and complied with. The Developer shall submit to the Community Development Director a copy of the ABC license, including any and all conditions imposed, within 30 days of issuance of the license.
11. The service or sale of beer, wine, and/or spirits shall be limited to the designated bar/lounge area between the hours of 12 p.m. and 8 p.m. daily. Alcohol may not be transported from the bar/lounge outside of the designated serving area. The Developer shall post a sign at each exit of the bar/lounge area advising patrons that "No Alcoholic Beverages May Leave the Premises".
12. There shall be no over-serving of alcohol and bartenders/servers shall be instructed to refuse service to visible intoxicated persons.

13. The operator and all employees serving alcoholic beverages shall be required to participate in the State of California's free License Education on Alcohol and Drugs (L.E.A.D.).
14. A comprehensive sign program shall be submitted to the Community Development Department. The comprehensive sign program must comply with the San Gabriel Zoning Code in terms of sign area, location, and materials. The plans shall indicate the maximum allowable signage permitted per street frontage, signage type and location proposed, and identify any special characteristics associated with the proposed signage. The comprehensive sign program is subject to approval by the Design Review Commission.
15. The developer shall construct each unit to include pre-wiring to allow ready access to a satellite television provider. Each cable or satellite television service provider(s) shall be permitted to install one main satellite reception dish on the roof of each building, as well as have a separate secure routing/equipment room within each building, in order to provide centralized service to all units. All main satellite dishes on roofs shall be completely screened from public view on all sides. Individual tenants or units shall not be allowed to install individual satellite dishes on exterior balconies or other exterior areas of each unit/roof.
16. Smoking shall be prohibited in the outdoor open spaces in accordance with prevailing State of California laws. In the event the City of San Gabriel adopts a Smoking Ordinance, whichever law/ordinance is more restrictive shall apply.
17. The Developer shall submit a detailed landscaping plan as part of the Precise Plan of Design which includes how any tree removal will be offset (if required), how existing trees will be preserved, identification of all landscaping to be installed, and demonstration that the landscaping meets the requirements of the State of California Model Water Efficient Landscape Ordinance.
18. The Developer shall submit a lighting plan as part of the Precise Plan of Design that indicates any landscaping and/or perimeter lighting, lighting in the courtyard areas, or lighting adjacent to any areas of ingress or egress to ensure there is no spillover effect onto adjacent streets of residential properties.
19. Any building mounted, or pole type light directed onto the project site shall be shielded so as not to shine on residential properties adjacent the project site.
20. Screening shall be provided for all equipment located in all yards or located on the roof. Items to be screen include, but are not limited to: A/C compressor units, gas meters, transformers, generators, antennas, or other type of mechanical equipment visible from the public right-of-way or adjacent properties. The maximum height limit of architectural features may not exceed 46', 2" as indicated on the approved plans.
21. All efforts should be made to locate equipment cabinets, backflow prevention devices, etc. so as not to be visible from South Gladys Avenue. The Developer shall work with relevant City Departments to ensure appropriate placement and screening.

22. All efforts shall be made to control the smell of food wastes that have been discarded. This shall be done by keeping trash lids closed at all times and requiring all food waste to be disposed of in a contained bag.
23. No exterior maintenance of the premises, including but not limited to street sweeping, cleaning, landscaping and gardening, or washing of sidewalks shall be conducted on the premises before 7:00 a.m. or after 10:00 p.m. Monday through Saturday or before 9:00 a.m. or after 8:00 on Sunday or holidays.
24. The Developer shall provide public art on the project site. The minimum allocation for art in public place shall be calculated as follows:
 - a. one percent of the total project cost for the first 15 million dollars;
 - b. three-quarters (0.75) of one percent of the total project cost, for that portion between 15 million and 25 million dollars, in addition to (a) above; and
 - c. one-half (0.50) of one percent of the total project cost for that portion equal to or in excess of 25 million dollars, plus (a) and (b)

For the purposes of this condition of approval, "total project cost" shall mean the building valuation for the approved project for which a building permit is issued, as computer by the latest Building Valuation Data as set forth by the International Conference of Building Officials (ICBO). Parking garages shall be excluded from the computation of total project cost.

25. **In support of the Planned Development application**, the Developer shall install six (6) electric vehicle charging stations. Two stations shall be located in parking stalls intended exclusively for residential use. Four stations shall be located in parking stalls intended for guest and/or employee use. Placement of the electric vehicle charging stations shall be indicated on plans submitted for Building Plan Check review.
26. **In support of the Planned Development application**, the Developer shall provide ecide of Leadership in Energy and Environmental Design (LEED) certification within one (1) year of certificate of occupancy.
27. **In support of the Planned Development application**, the Developer shall install ENERGY STAR appliances or other energy-efficient appliance models throughout the project (kitchen facilities, bar area, laundry rooms, etc.), including any appliances installed in the residential units. Installation of ENERGY star appliances shall be demonstrated to the satisfaction of the Community Development Director prior to the issuance of certificate of occupancy.
28. **In support of the Planned Development application**, no deliveries shall occur between the hours of 10 p.m. and 6 a.m., daily. NO deliveries shall occur on holidays.
29. **In support of the Planned Development application**, the Developer shall implement the following trip reduction measures:
 - a. Installation of a bulletin board, display case, or kiosk displaying transportation information where the greatest number of employees are likely to see it. Information in the area shall include, but is not limited to:

- i. Current maps, routes, and schedules for public transit routes serving the site.
 - ii. Telephone numbers for referrals on transportation information including numbers for regional ridesharing agenda and local transit providers.
 - iii. Ridesharing promotional material supplied by commuter-oriented organizations.
 - iv. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information.
 - v. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders, and pedestrians at the site.
30. The applicant will be required to comply with the Bicycle Parking Ordinance. **In support of the Planned Development application**, the Developer shall provide showering and changing facilities for employees who bike or walk to work. The location of showering and changing facilities shall be affirmed on the plans submitted for the Precise Plan of Design.
31. **In support of the Planned Development application**, the Developer shall provide 50 percent of the cost of a of a monthly Metro transit bus/train pass to any employee of the center. The Developer may require evidence of use by the recipient of the transit pass as a condition of receiving the subsidy.
32. **In support of the Planned Development application**, the Developer shall submit an annual travel mode survey to the Planning Division detailing the travel mode of employees, as well as any trip reduction measures used.

MITIGATION MEASURES REQUIRED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

33. **Trees Replacement:** The Applicant shall complete the City’s Tree Removal Permit and shall prepare landscape plans that include the number, size, and species of replacement trees, on or off site, to be reviewed by the City’s Landscape Architect and approved as part of the Precise Plan of Design. **(MM-BIO-1)**
34. If cultural materials or archaeological remains are encountered during construction, any ground disturbing activities shall cease. A qualified archeologist approved by the City shall be retained to evaluate the significance of the find and recommend appropriate treatment measures. **(MM-CUL-1)**
35. For all construction-related activities, noise-attenuation techniques shall be employed as needed to ensure that noise remains as low as possible during construction, specifically at each nearby sensitive receptor listed above. The following noise-attenuation techniques shall be incorporated into contract specifications to reduce the impact of construction noise:
- Ensure that construction equipment is properly muffled according to industry standards and in good working condition.
 - Place noise-generating construction equipment and locate construction-staging areas away from sensitive uses, where feasible.

- Implement noise attenuation measures to the extent feasible, which may include but are not limited to temporary noise barriers or noise blankets around stationary construction noise sources.
 - Use electric air compressors and similar power tools rather than diesel equipment, where feasible.
 - All stationary construction equipment (e.g., air compressors, generators, impact wrenches, etc.) shall be operated as far away from residential uses as possible and shall be shielded with temporary sound barriers, sound aprons, or sound skins.
 - Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes.
 - Clearly post construction hours, allowable workdays, and the phone number of the job superintendent at all construction entrances to allow surrounding owners to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party. **(MM-NOI-1)**
36. The Project Applicant shall install or provide funding for the installation of a traffic signal at San Gabriel Boulevard and East Grand Avenue, and the interconnection with the existing signalized intersection of South San Gabriel Boulevard and East Mission Road, at the discretion of the Public Works Director. **(MM-TRAF-1)**
37. The Project Applicant shall be required to obtain the services of a qualified Native American Monitor(s) approved by the Tribal Representatives from the Gabrieleño Band of Mission Indians–Kizh Nation. This Monitor must be present during all construction-related ground disturbance activities. Ground disturbance is defined as activities that include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, and trenching, within the Project area. The Native American Monitor(s) will complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. In addition, the monitor(s) will be required to provide insurance certificates, including liability insurance, for any archaeological resource(s) encountered during grading and excavation activities pertinent to the provisions outlined in the California Environmental Quality Act, California Public Resources Code Division 13, Sections 21083.2 (a) through (k). The on-site monitoring shall end when the Project Site grading and excavation activities are completed, or when the Tribal Representatives and monitor have indicated that the site has a low potential for archeological resources. **(MM-TCR-1)**
38. All archaeological resources unearthed by Project construction activities shall be evaluated by the approved Native American Monitor. If the resources are Native American in origin, the Tribe shall coordinate with the landowner regarding treatment and curation of these resources. Typically, the Tribe will request reburial or preservation for educational purposes. If a resource is determined by a Qualified Archaeologist to constitute a “historical resource” pursuant to CEQA Guidelines Section 15064.5(a) or has a “unique archaeological resource” pursuant to Public Resources Code Section 21083.2(g), the Qualified Archaeologist shall coordinate with the applicant and the City to develop a formal treatment plan that would serve to reduce impacts to the resources. The treatment plan established for the resources

shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Section 21083.2(b) for unique archaeological resources. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, nonprofit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be donated to a local school or historical society in the area for educational purposes. **(MM-TCR-2)**

39. If any human skeletal material or related funerary objects are discovered during ground disturbance, the Native American Monitor will immediately divert work at minimum of 50 feet and place an exclusion zone around the burial. The Monitor will then notify the construction manager who will immediately notify the county coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance.

If the coroner determines the remains to be modern, the coroner will take custody of the remains. If Native American, the coroner will notify the Native American Heritage Commission (NAHC) as mandated by State law. The NAHC will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the Project and keeping the remains in situ and protected. If the Project cannot be diverted, it may be determined that burials will be removed. The Tribe will work closely with the Qualified Archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure completely recovery of all material. If the discovery of human remains includes four or more burials, the location is considered a cemetery and a separate treatment plan shall be created. The Project Applicant shall consult with the Tribe regarding avoidance of all cemetery sites. Once complete, a final report of all activities is to be submitted to the NAHC.

Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within 6 months of recovery. The site of reburial/repatriation shall be on the project site but at a location mitigated between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered. **(MM-TCR-3)**

BUILDING DIVISION AND NIS DIVISION CONDITIONS

40. The 2016 California Building Codes apply and shall be adhered to.

41. Provide Building Commissioning as required per code and incorporate the recommendations into plans as part of plan review before building permit issuance. Building Commissioning shall also include the operation of the facility after construction.
42. All applicable State mandates governing the construction and occupancy of the facility apply and shall be adhere to.
43. The current San Gabriel municipal codes apply and shall be adhere to, specifically but not limited to: construction hours, construction trash and debris hauling.
44. Division of the State Architects and OSHPD review may be required – pending on the level of medical care and type of State license needed. This is to determine at plan review prior to permit issuance. Clearance letter may be required from the State of California.
45. Any demolition work shall be subject to AQMD notification and removed via the city's franchise hauler or otherwise approval and deposit will be taken.
46. Fire sprinklers and fire alarms may be required. Contact the Fire Department for requirements.
47. These conditions shall be attached with the plan check submittal for the plan checkers review.
48. The proposed interior courtyards are not to be used as exit courts.
49. All applicable fees are to be paid prior to plan check and permit issuance.
50. Any approval or granting of permit/plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.
51. The registered professional with the stamp and sealed the submittal documents shall be the architect of record for the project, unless formally indicated otherwise. The architect of record shall be notified of any changes, revisions or clarifications during the construction of the project.
52. These conditions are based on preliminary review for any concerns from the building division not a detailed plan review, plan checker will review after all these items on this sheet have been added and 4 completed sets submitted to the building division. More comments may follow pending information on revised plan submittal.
53. All construction projects, regardless of the scope of work, must be routed through the Planning Division first, prior to submitting plans to the Building Division for the Building Plan Check or Permit process.
54. Upon the Planning Division approval, four complete dimensioned and scaled drawings no smaller than 18" x 24" & no larger than 2' x 3' shall be submitted to the Building Department

for either Building Plan Check or Permit issuance (as applicable – a few minor projects may be handled over the counter, such as block walls, channel letter signs, minor structure additions, etc.) An “electronic” version of the approved plans will be required at permit issuance time.

55. **In support of the Planned Development application**, the Developer shall provide and maintain renewable energy sources to reduce energy consumption by 30 percent. Examples may include, but are not limited to: photovoltaic systems, solar water heating systems, radiant barrier, cool roofing materials, high efficiency air conditioning, and grey water treatment systems for landscape irrigation. The Developer shall provide an analysis and incorporate recommendations to reduce energy consumption by 30 percent to the Community Development Director for review and approval. Once approved, the Developer shall demonstrate compliance with this analysis as part of the Building Plan Check process by providing.
56. **In support of the Planned Development application**, the Developer shall install graffiti-proof paint on any exterior wall surface fronting a public right-of-way. The type and shade of paint shall be affirmed as part of the Precise Plan of Design.
57. **In support of the Planned Development application**, the Developer shall provide security personnel between the hours of 7 p.m. and 7 a.m., during construction to deter vagrancy and deter transient activity occurring on-site or along South Gladys Avenue.
58. **In support of the Planned Development application**, the Developer shall provide security personnel 24 hours a day, seven days a week, following issuance of a certificate of occupancy, to monitor and deter vagrant and transient activity occurring on-site or along South Gladys Avenue. These personnel may also be used to provide circulation and/or traffic information to guests, delivery services, or transport services.
59. A Waste Management plan shall be submitted with construction documents. **In support of the Planned Development application**, the plan shall indicate how a minimum of 75 percent of demolition and construction debris is being recycled or diverted from the landfill. A non-refundable administrative fee and refundable deposit will be collected prior to permit issuance. The deposit can be refunded upon proof of recycling submitted to the Building Division within 60 days of permit final.

FIRE DEPARTMENT CONDITIONS

Sprinkler Conditions

60. Provide a complete automatic sprinkler system as defined in the latest edition of NFPA 13. All sprinkler systems are to be wet pipe systems for all buildings. ***Prior to preparing drawings and hydraulic calculations, the design engineer is required to verify the adequacy of water pressure/volume and other pertinent water supply data.***
61. The C-16 licensed contractor shall submit detailed and accurate shop drawings prepared in accordance with NFPA 13, NFPA 14 (if applicable), and NFPA 24 for approval of all fire safety equipment to be constructed and installed. Shop drawings shall identify all materials and list all equipment to be used. Shop drawings shall include ceiling grid or reflected ceiling layout and shall be coordinated with other trades prior to submittal.

62. Manufacturer's data sheets shall be provided for all materials and equipment for approval before purchase or installation. Data sheets shall describe the type of material, capacities, manufacturer, part numbers of equipment, and give information necessary for verifying equipment approval.
63. Hydraulic calculations for sprinkler systems shall comply with NFPA 13 and shall include comprehensive hydraulic data sheets.
64. Provide hydraulic calculations for automatic wet standpipes, where required per NFPA 14.
65. A Fire Pump shall be required if adequate water pressure is not available. Location of the Fire Pump shall be approved by the AHJ (Authority Having Jurisdiction).
66. Sprinklers shall be UL listed or CSFM approved. Any sprinklers that incur damage, is painted, or is sprayed with any obstructive material during construction shall be replaced. Installation of sprinklers shall be coordinated with other work, including duct, and electric fixture installation, to prevent sprinkler obstructions.
67. Sprinklers located less than eight feet above the finished floor or that may be subject to mechanical damage shall be provided with guards listed for use with the model of sprinkler used.
68. Quick response sprinkler are required throughout all light hazard occupancies.
69. A pre-action or dry sprinkler system can be used in main electrical or mechanical equipment rooms if so desired by the property owner and approved by the AHJ.
70. Unless specific aesthetic appearance is required for the project, white or chrome recessed pendent sprinklers with matching escutcheons shall be provided in areas with suspended ceiling.
71. Sprinklers shall be required over each trash bin location.

Drains and Test Piping Conditions

72. All trapped portions of the system shall be equipped with drains of the size specified in NFPA 13. Where possible, design a system that will completely drain to the system riser. Where any trapped water exists, provide an auxiliary drain per NFPA 13 and pipe to a sanitary sewer system.
73. Every water flow switch shall have an inspector test connection located downstream of the water flow switch and piped to the sanitary sewer system.

Standpipes

74. Where a standpipe system is required to be installed, the standpipe shall be a Class I, automatic wet standpipe as required by NFPA 14, CFC and the CBC.

88. The kitchen will have an approved grease interceptor large enough to deal with FOG created by cooking. Underground vaults for FOG shall be approved by all city departments.

Fire Extinguishers

89. Fire extinguishers shall be required throughout the building every seventy-five feet and within seventy-five feet of each exit. Fire extinguishers shall meet the San Gabriel Municipal Code rating of 3A40:BC and shall be in ADA compliant recessed or semi-recessed cabinets. Extinguishers shall not be higher than 48 inches off the floor. Fire Extinguishers shall be required in parking garages.

Alarm System

90. Provide a complete set of Fire Alarm Plans as defined in the latest version of NFPA 72 for a fully monitored alarm system.
91. Manufacturer's data sheets shall be provided for all materials and equipment for approval prior to purchase or installation. Data sheets shall describe the type of horn and strobes, candela, decibels, battery capacities, smoke/heat/CO detectors, panels, manufacturer, part numbers of equipment, and give information necessary for verifying equipment approval.
92. The fire alarm shall be installed by a licensed C10 U.L. listed fire alarm installation company. Upon completion of the installation a serialized certificate shall be issued in accordance with the listing agreement between the installer and Underwriters Laboratories. Work on the fire alarm system shall be done only by a qualified U.L. listed fire alarm contractor who will provide the San Gabriel Fire Department with a copy of a U.L. certificate certifying proper installation of the system and a minimum of one (1) year testing and maintenance agreement prior to final inspection. Such system shall be monitored by a U.L. listed central station in accordance with 2013 CFC Sec. 903.4.
93. The C-10 licensed contractor shall submit detailed and accurate shop drawings prepared in accordance with NFPA 72, NFPA 13, and NFPA 14 (if applicable) for approval of all fire alarm safety equipment to be constructed and installed. Shop drawings shall identify all materials and list all equipment to be used. Plans shall be coordinated with other trades prior to submittal.
94. HVAC and trash chutes shall have automatic damper controls and shall be tied into the alarm system. Damper control systems shall be dynamic with lobby access controls.
95. Per NFPA 72, the AHJ may approve the use of a GSM wireless system instead of using a dedicated dual phone line system. (GSM Universal Wireless Commercial Fire Alarm Communicator GS3055-ICF from DSC is approved).
96. Fire Alarm Control Panel (FACP), Annunciator Panel and their location shall be approved by the AHJ.

Fire Apparatus Access

97. Fire Lane: Where required by the fire code official, fire apparatus access roads shall be designated as Fire Lane with red curbing and appropriate signage.
98. All access roads or lanes shall be built to withstand the weight of fire apparatus. The access road shall have a minimum width of 26'. CFC Appendix D Section D105
99. Address identification shall be illuminated and meet the requirements of the building and San Gabriel Municipal Code, including identifying portions of the building, or interior layouts. Provide directional or diagrammatic signs for groups of buildings sharing common entrances; include locations of fire hydrants, fire department connections, standpipes, and fire alarm annunciator panels.
100. A Knox Elevator/Lobby box shall be required. Location shall be approved by the AHJ. A master key shall be provided to the Fire Department that opens all building exits, gates, motor and electrical rooms, access to risers, stairwells, roof, utilities, Fire Pump (if applicable), FACP, et cetera. Additional keys if required shall be identified. (Ordering made may be done online @ knoxbox.com).

Exits Signs

101. All exits shall be marked by an approved exit sign readily visible from any direction of egress travel. CFC 1011.1.
102. Exit signs shall be internally or externally illuminated at all times. CFC.1011.3 Externally illuminated signs shall have a backup power supply capable of supplying a minimum of 90 minutes of illumination CFC 1011.6.

Egress Illumination

103. Each exit shall have emergency illumination capable of providing power for a duration of not less than 90 minutes and shall consist of storage batteries CFC 1006.3.

Elevators/Escalators

104. All elevators shall meet the requirements set forth by ASME/ANSI A17.1-A17.3, Safety Code for Elevators and Escalators. All elevators shall be designated as an EMS elevator with a 42-inch door and 2,500 pound weight limit capable of accommodating a 24"x 84" EMS gurney.
105. Phase 2 emergency operations shall override all automatic controls, including Phase 1 recall.
106. Smoke detectors shall be provided in either the elevator hoistway or the elevator machine room and they shall emit a separate and distinct visible annunciation at both the fire alarm control unit and the fire alarm annunciator to notify firefighters that the elevators are no longer safe to use. Per ANSI 17.1, a warning light shall be placed in elevator cabs to flash when a problem is imminent.

Emergency Responder Radio Coverage

107. In accordance with 2016 CFC Sec. 510, the building owner shall provide approved radio coverage for emergency responders throughout the building and subterranean parking based on existing coverage levels of the public safety communication system of the jurisdiction at the exterior of the building.

Equipment and Utility Identification

108. Identifiers shall be provided for the following:
- Stairwells
 - Elevators
 - Fire Alarm Control Panels
 - Fire Alarm Annunciator Panel
 - Fire Pump
 - Risers
 - Utilities
 - Motor Room
 - Electrical room
 - Damper Control

Ventilation Air Supply for Parking Areas

109. Provide plans for Exhaust Ventilation for Enclosed Parking Garages CMC Sec. 403.9
110. Provide a mechanical ventilation system for the subterranean parking. California Building Code section 406.6.2

Occupant Load

111. All rooms used for assembly purpose shall have an occupant load sign. An approved sign displaying the occupant load will be displayed above the main exit of any assembly room and shall be of a durable sign having a contrasting color background that will be maintained in legible manner CFC 1004.3.

Back-Up Electrical Generator

112. A back-up electrical generator shall be provided for the use of Fire Pumps and emergency lighting per NFPA 101. The location of the generator shall meet the requirements of CBC Section 414.2.4 in relation to fire resistance rating of walls for hazardous materials and shall meet seismic requirements for the State of California.

Reference Standards (Utilize latest editions available)

- NFPA 13 Installation of Sprinkler Systems.
- NFPA 14 Installation of Standpipe and Hose Systems
- NFPA 24 Installation of Private Service Mains and their Appurtenances
- NFPA 25 Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems.

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- NFPA 101 Life Safety Code
- NFPA 72 National Fire Alarm Code
- ANSI A17.1-3 Safety Code for Elevators and Escalators
- 2016 California Fire Code
- 2016 California Building Code
- 2016 California Mechanical Code

Plan Checking

113. Plan checks for this project are extensive and may be reviewed by a third party. Additional costs will be incurred by the developer.
114. Due to the additional time required to do inspections during this project, additional costs will be incurred by the developer at: \$125.00/hr.

Planned Development Application

115. The Fire Department anticipates that additional equipment shall be required to assist the Fire Department when responding to calls for service at this center. **In support of the Planned Development application**, the Developer shall provide the Fire Department with two (2) Zoll monitors (defibrillators), model X Series. Alternatively, the Developer may elect to have the Fire Department purchase said equipment, and reimburse the City for costs incurred.

PUBLIC WORKS CONDITIONS

116. **Permits Required:** The Developer shall obtain a public works encroachment permit for all work in or adjacent to a public right of way, prior to construction. Permits required by the Community Development Department or other public agencies must be obtained prior to starting construction.
117. **Final Subdivision Map:** Prepare a Final Parcel Map for the project to be submitted to the Los Angeles County Department of Public Works for review, and shall comply with all applicable requirements of the Subdivision Map Act (Government Code Section 66452). The map must be submitted to the City Engineering Division for final review and approval by the City Council before the project is completed/final occupancy. If the map is to be filed before substantial completion of engineering improvements, the pertinent subdivision agreements, bond or cash deposit, and security must be provided to the City. **Provide current title report and a subdivision guarantee to the City when submitting for approval.**
118. **Bench Mark:** Los Angeles County Bench Mark is to be used for vertical control.
119. **Performance and Materials Bond for the Setting of Survey Monuments:** A surety or cash deposit to the City of San Gabriel in the amount of \$5,000 per monument shall be submitted to the City Engineering Department. The number of monuments shall be

determined by the City Engineer using the pertinent tentative map as a reference. No permits shall be issued without the bond or surety.

120. **Underground Utilities:** Prepare a composite utility plan for this project. All utilities shall be placed underground including both facilities and wires for the supply and distribution of electrical energy, telephone, data, and cable. **The existing and proposed underground utilities must be shown on the Building Plans and/or Engineering Plans prior to building permit issuance.**
121. **Encroachment Agreements:** will be required for any long-term above ground, at grade, or below grade encroachments including such items as tiebacks, awnings, storm water treatment facilities, and decorative features. Coordinate with the Engineering Division for specific requirements regarding encroachment agreements.
122. **Center Line Ties:** The street centerline intersections shall be tied out prior to permit issuance and corner records shall be filed with the Los Angeles County Surveyor (public streets and property lines).
- The City Engineer or Public Works Inspector must observe the tying out of all centerline monuments.
 - The City Engineer shall determine if additional ties or resetting of monuments is necessary on a case-by-case basis.
 - The Engineering Division will not accept the project until the County has filed all corner records.
123. **Easements: Proper dedications on the Final Map are required by this section. Review fees must be paid and the documents must be submitted to the City Engineer prior to issuance of Building Permits. Final documents need to be recorded prior to Occupancy.**
- A:** Easements for the following underground utilities shall be provided prior to issuance of permits: **Water Agency if required for back flow devices or on-site water mains; electrical and gas if required.**
- B:** Easements may be required for sidewalks, utilities, on-site public sewer, storm drain, or ingress/egress.
- C:** On the east (rear) side of the property, Developer will be required to work with the neighboring property owner (San Gabriel Humane Society) for the provision of easement and extension of the trail/walk path adjacent to the Rubio Wash.
- D:** Review the documents for the dedication of Right of Way for street and highway purposes along the public streets adjoining the project.
124. **Backflow Prevention:**
- A: Devices:** Screened backflow prevention devices shall be installed to the satisfaction of the Planning and Engineering Divisions. Check valves and appurtenances must be placed in an underground vault.

B: Valves: Backwater valves on sewer connections shall be installed to the satisfaction of the Engineering Division.

C: Test: The Developer shall supply the City with a Backflow Device Test Form, completed by a licensed tester, before any final permits are released.

125. Backflow Prevention: **Sewers:** Sanitary sewer facilities shall be installed to the satisfaction of the Engineering Division and the Public Works Department **prior to occupancy and must be installed per the alignment shown on the approved plans with sewer cleanouts at the property line. Any proposed sewer mainline remediation work recommended in the Wastewater Flow Monitoring Services Report shall be indicated on the Sewer Improvement Plan and completed prior to final occupancy.**
126. **All required plans and studies** 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" X 36" sheets using City standard sheets.
127. **Title Report:** Provide: Recent Title Report, Record Maps to support proposed map, and any Official Records that are mentioned in the title reports that are shown on the proposed Final Map. **The Vesting Tentative Parcel Map references shall be submitted and reviewed by the City Engineer prior to the Planning Commission or City Council review.**
128. **Drainage Studies:** Prepare and submit a detailed drainage study, including supporting hydraulic and hydrological data to the City for review and acceptance. The study shall confirm or recommend changes to the City's existing drainage system by identifying off-site and on-site storm water runoff impacts resulting from the project. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage mitigation measures. **Comply with the City's Low Impact Development Ordinance, the current MS4 Permit, and the Green Building Code. Must be submitted with the grading plan. A preliminary study must be submitted in the entitlement phase.**
129. **Water Quality/Storm Water:** Comply with the MS4 Permit issued by the Los Angeles Regional Water Quality Control Board. State Water Resource Control Board (SWRCB) has adopted a National Pollutant Discharge Elimination System (NPDES) general Permit for storm water discharges associated with construction activity. A Notice of Intent (NOI) must be filed with the SWRCB for construction activities with one (1) acre or more. The developer is to submit a completed NOI form with the appropriate fee and storm water pollution prevention plan directly to the SWRCB. Copies of the NOI, pollution prevention plan and method of payment shall be provided to the City prior to issuance of building permits. **Prepare and submit for review to the Engineering Division a Storm Water Pollution Prevention Plan (SWPPP) prior to issuance of any grading or building permits.**
130. **Demolition Plans:** Submit plan showing existing locations of all on site hardscape and underground utilities; indicate whether facilities are to be reused, removed, or abandoned in place. **The Demolition Plans must be submitted prior to or concurrent with the grading plans.**

131. **Erosion:** Prior to grading, the Developer shall install all erosion control and site stabilization measures as necessary to prevent silt and other debris from being carried offsite, in gutters and swales, and eventually entering the storm drain system. Comply with ordinance 511 City of San Gabriel Municipal Code. "Best Management Practices" (BMP's) devices will be required. **Erosion Control Plans and any required Storm Water Pollution Prevention Plans must be submitted prior to or concurrent with the grading plans.**
132. **Dust Mitigation:** During construction all dust and debris shall be removed from sidewalks, parkways and streets on a daily basis. If this condition is not met, the City of San Gabriel will maintain the area and the cost will be charged to the property owner.
133. **Construction Staging and Operational Plan:** Prior to the issuance of any demolition or grading permits, a construction staging plan must be submitted, reviewed, and approved by the Public Works Department. The staging plan must address such items as construction haul routes to and from the project site, proposed street lane and sidewalk closures, detours, and protection of the existing pedestrian paths along the sidewalks. Proposed construction entrances, loading, and parking areas on the public streets adjacent to the project and construction staging area(s) must be clearly identified on the plan. Notes indicating conditions of approval, mitigation measures, permits/permit numbers, and permit requirements must be shown on the plan together with WDID number, SWPPP, SUSMP, and maintenance information. Indicate construction water, any construction wastewater disposal, and temporary power locations on the plan.
134. **Grading and Drainage:** Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slopes, and other pertinent information in accordance with current edition of the California Building Code. Comply with the Green Building Code. **The Grading and Drainage Plans, including excavation and shoring plans (if required) and all appurtenant reports must be reviewed and approved by the City Engineer prior to issuance of building permits. If existing underground tanks or contaminated soils are found during construction, then construction will be suspended until appropriate testing, reporting, permitting, and mitigation will be required. General requirements are detailed below:**
- a. General Requirements:
 - i. All planter and landscaped areas adjacent to the public right of way shall be contained with a 6-inch concrete curb, and all drainage from the project site shall not discharge over sidewalks.
 - ii. Show elevations a minimum of 15 feet from property line on adjacent property.
 - iii. Show all street dimensions from centerline.
 - iv. Show all existing and proposed utilities.
 - v. Property to drain to the street.
 - vi. No walls, fences, or shrubs greater than 42" in height within 9 feet of the driveway at the public right of way line.
 - vii. Show limits of the grading work to be covered by the City Grading Permit.
 - viii. The Developer shall prepare and implement a Water Pollution Control Plan (WQMP) or a Construction Phase Storm Water Pollution Prevention Plan (SWPPP). A copy of the current WQMP or SWPPP shall be kept at the project site during construction. Prior to the issuance of the Grading Permit, the Developer shall prepare a WQMP or a SWPPP that will:

1. Require implementation of Best Management practices (BMP's) designed with a goal of preventing a net sediment load increase in storm water discharges relative to preconstruction levels;
 2. Discuss in detail the BMP's planned for the project related to the control of sediment and erosion, non-sediment pollutants and potential pollutants in non-storm water discharges;
 3. Describe post construction BMP's for the project;
 4. Explain the maintenance program for the project BMP's; and
 5. List the parties responsible for BMP implementation and BMP maintenance during and after grading.
 6. The Developer shall modify the WQMP or SWPPP as directed by the City Engineer
- ix. A stabilized construction entrance with steel plates to mitigate tracking of site soil onto the street by construction equipment should be used. Construction site BMP's showing sandbag lines, chain-link fencing with green screening, temporary sanitary facilities, construction material laydown yard, wash-down area and the protection of existing structures like street light standards and power poles.
- x. The project must comply with the City's LID Ordinance and the land development and construction provisions of the Municipal Separate Storm Sewer System (MS4) permit issued by the Los Angeles Regional Quality Control Board. Under the MS4 permit, the City is required to prohibit the discharge of pollutants from private property developments. The proposed conceptual drainage design provides for some low impact development consistent with the MS4 permit requirements.
- b. **Rough Grading Certification:** Prior to the issuance of building permits the Developer must provide to the City Engineer or designee a completed City of San Gabriel Rough Grading Certification. The form must bear the Signature and stamp of a Registered Civil Engineer and Registered Geotechnical Engineer.
- c. **Precise Grading Certification:** Prior to Engineering final for the project, the must provide to the City Engineer or designee a completed City of San Gabriel Precise Grading Certification. The form must bear the Signature and stamp of a Registered Civil Engineer and Registered Geotechnical Engineer.
135. **Soils and Geology:** Submit a soils/geology report in accordance with the current edition of the California Building Code and the Los Angeles County Guidelines for Geotechnical Reports to the City Engineer for review and comment. A licensed Civil Engineer and a licensed Soils/Geotechnical Engineer shall certify that the project grading is in accordance with the grading and or drainage plans. **This report along with shoring plans (if required) must be submitted and accepted by the City Engineer and the City Building Official prior to any grading or excavation.**

The Soils/Geology report shall investigate if the site is located within a liquefaction zone on a Seismic Hazard Map issued by the State of California Divisions of Mines and Geology (DMG). The Developer must submit a geotechnical report that meets the requirement for 'Screening Investigation for Liquefaction Potential' as identified in DMG special publication 117 "Guidelines for Evaluating and Mitigating Seismic Hazards in California". Please note that if the findings of the screening investigation cannot demonstrate absence of liquefaction

hazards, then the comprehensive quantitative evaluation must be conducted to develop mitigation recommendations to effectively reduce the hazard to an acceptable level. The Preliminary Soils Report must be accepted prior to filing for a Planning Commission public hearing.

136. **Public Improvement Plans:** The Developer shall design, install and complete all necessary public improvements, including but not limited to pavement, curbs, gutters, sidewalks, street lights, 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 City forces. Provide an engineer's estimate for all proposed public improvements.

137. **Right-Of Way Improvements:** Design and construction of all public improvements shall be in accordance with Standard Drawings and Specifications for Public Works Construction (Green Book) and City Codes. Improvements must be installed prior to Building Permit Final. Such public improvements shall include, but not be limited to the following: (Please coordinate and verify all requirements with the City Engineer.)

Right of Way Dedication / Easements: Needs to be verified with title report and tentative map. Provide right of way dedication to allow for sufficient ADA clearances around utility obstructions and poles.

Street and Streetscape Improvements: Prepare and submit for plan check street improvements plans along the project frontage. Incorporate parkway landscaping and streetscape improvements into the project landscape and irrigation plans. Construct street improvements in accordance with City Standards and the Standard Specifications for Public Works Construction (SSPWC). Use City Standard Template and Title Block on 24"x36" sheets.

Curb and Gutter: Construct new concrete curb and gutter along the project street frontage.

Parkway Improvements: Construct parkway improvements, landscaping, street trees, and irrigation per City of San Gabriel standards along the project frontage.

Driveway: Construct curb return type driveways (maximum width for two-way driveways is 26 feet). Parking ramps will follow City standards. Ramps shall be designed for 12% maximum grade. Mirrors shall be installed on private property near the back of sidewalks where driver's view of pedestrians on sidewalks is restricted.

Asphalt Concrete Overlay: Show proposed paving on the street improvement plans. Full width pavement construction (minimum 4inch thick asphalt paving over 4-inch thick crushed aggregate base) is required along Gladys Avenue fronting the proposed development, from 718 South Gladys Avenue to the intersection of Gladys Avenue and Grand Avenue.

Traffic Control Improvements: Prepare signing and striping plans for the public streets adjoining the project for new and replacement traffic control devices, signs, pavement markings, and crosswalks in the project area. A fair share payment (\$75,000) toward the installation of a traffic signal, including appropriate signs, striping, and appurtenant devices at the intersection of Grand Avenue and South San Gabriel Boulevard is required. All traffic

control devices shall conform to the 2014 CA MUTCD. Use City Standard Title Block on 24"x36" sheets.

Street Lighting: Prepare a Street Lighting plan for the installation of City-standard street lights spaced at 75-foot intervals along Gladys Avenue. Use City-standard Title Block on 24"x36" sheets.

Sewer Connection:

- a) Show location of existing and proposed sewers, show on architectural and civil engineering plans.
- b) Show inverts of building pipe connections to on-site sewer laterals.
- c) Provide new sewer location cards
- d) Install new clean outs at property lines.
- e) Use a sewer back flow device (case by case basis)
- f) Use threaded sewer cap for all clean outs in hardscape area.
- g) Install grease interceptor units for all restaurants/cooking facilities.

Storm Drain Connection:

- a) Identify all existing drain facilities and connections.
- b) Connections to storm drain facilities will require plans and permits.
- c) All storm drain catch basins shall be protected during construction.

NPDES: Construction Inspection Permit fee at time of grading permit.

Miscellaneous Items:

- a) Provide Vicinity Maps with North Arrow on all plan set title sheets.
- b) Show all dimensions from street centerline.
- c) Provide quality control and spell check on all plans. Incomplete or erroneous plans will not be accepted for review.
- d) All engineering and architectural plans shall be consistent with each other.
- e) Include all conditions of approval on the staging plan and the building plan title sheets.

138. **"As Built" / Record Drawings:** No final approvals or acceptances will be given until as-built improvement plans have been furnished to the Engineering Division. As-built plans shall be submitted electronically in JPG and PDF file.

139. **In support of the Planned Development application,** the Developer shall be responsible for utility undergrounding. All overhead utility lines on the east side of Gladys Avenue shall be placed underground. Applicant shall bear all costs and coordinate with the Southern California Edison (SCE) and other utility companies for the undergrounding of all poles and utility services from the first power pole south of El Monte Avenue, on the east side of Gladys Avenue, to the intersection of Gladys and Grand Avenues.

140. **In support of the Planned Development application,** the Developer shall use best efforts to purchase a walkway easement and thereafter dedicate it to the City and design and construct the walkway to the satisfaction of the City Engineer. Developer shall be responsible for all materials and costs of construction, design, and easement acquisition. As used in this Condition, "walkway" means a 12' wide path extending from the rear of the project site (eastern property line) to the trail adjacent the Rubio Wash located on City

property. "Best efforts" means negotiating in good faith with the landowner, San Gabriel Valley Humane Society, and offering a fair market value for the easement based on an appraisal, with all costs associated with the transaction borne by the Developer. The Community Development Director shall have authority to excuse performance of this Condition based on finding that the landowner is unwilling to sell the easement.

141. **In support of the Planned Development application**, the Developer shall construct concrete sidewalk on the east side of Gladys Avenue from the northern limits (718 Gladys Avenue) of the project to the corner of Gladys and Grant Avenues.

142. **In support of the Planned Development application**, The Developer shall construct an access ramp that complies with the requirements of the Americans with Disabilities Act (ADA) at the corner of Grant/Gladys Avenue.

POLICE DEPARTMENT CONDITIONS

143. Shall comply with Sections 150.210 through 150.223 of the San Gabriel Building Code Security Regulations. A copy of the security regulations may be obtained from San Gabriel City Hall.

144. **Cooperation with Law Enforcement:** The management shall immediately notify the San Gabriel Police Department of any crimes that occur inside the location, or in any areas under the control of the management, or to any patrons of the location, or at the request of any patrons of the location. The managers or employees of the location shall fully cooperate with any law enforcement agency that is conducting any lawful investigation in regard to that location.

145. **Permit Review:** The Police Department shall seek a review of any land use entitlement, and may request additional security measures, at any time that it appears to be in the best interest of the public safety. The following circumstances will be specifically monitored:

- a. Criminal activity occurring inside or as a result of the location.
- b. Loitering occurring as a result of the location.
- c. Noise and/or other nuisance complaints occurring as a result of the location.
- d. Violation of any condition of approval in the conditional use permit.

146. Developer shall post the property with proper signage for vehicle code enforcement.

147. The Developer shall provide a lighting plan for review by the Police Department.

148. That the property maintenance program include removal of graffiti within one (1) working day (24 hours); maintenance of all landscape areas; maintenance, repair and security of all trash enclosures; maintenance of parking lot area, free from litter at all times and all inoperative lights repaired immediately. That landscaping shall not obscure any security lighting or any windows or view of the building.

149. No trees shall be located within eight (8') feet of any structure so that they may be used to gain access to the balconies, windows or any other openings.

150. Due to the presence of subterranean parking, there is a need to ensure adequate radio

communications capabilities for public safety. The Developer is required to install an antenna repeater system to ensure radio communications are sustainable during onsite operations.

Due to increased service requirements and equipment access concerns resulting from the proposed use, two T3 Personal Patrol vehicles will be need to be added to the fleet to ensure tight space accessibility and rapid deployment capabilities.

In support of the Planned Development application, the Developer shall contribute an amount not to exceed \$100,000 including tax, installation, etc. there are no recurring costs associated with this mandate relative to this project. Detailed costs and specs will be provided upon request.

FINANCE DEPARTMENT CONDITIONS

151. **Licenses:** The Developer shall comply with the City's business license ordinance, and shall cooperate with the City to obtain compliance from contractors and subcontractors.

Applicant Affidavit

I have received, read, accept and understand the conditions of approval for Planning Case No. PL-15-149 (Planned Development, Development Agreement, Vesting Tentative Parcel Map) for 824 South Gladys Avenue.

PROPERTY OWNER NAME (PLEASE PRINT)

PROPERTY OWNER SIGNATURE

DATE _____

PHONE NO. _____

E-MAIL ADDRESS _____

APPLICANT NAME (PLEASE PRINT) _____

APPLICANT SIGNATURE _____

DATE _____ PHONE NO. _____

E-MAIL ADDRESS _____