

**CITY OF DUARTE
PLANNING COMMISSION
MINUTES
November 16, 2020**

**Planning Commission
Commissioners**
Paula Watson-Gardner, Chair
Sara Vasquez, Vice-Chair
George K. Farra
Tina Heany
Wally Wolff

NOTICE: Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020) addressing Brown Act regulations. This new order states that the City does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows the City to hold City Council meetings via teleconferencing and allows for members of the public to observe and address the meeting electronically.

1. CALL TO ORDER AND NOTATION OF ANY ABSENCES:

Chairperson Watson-Gardner called the meeting to order at 7:02 p.m. The following were in attendance:

PRESENT: Watson-Gardner, Vasquez, Heany, Farra, Wolff
ABSENT: None
STAFF: Hensley, Golding, Baldwin, Contreras, Hernandez
DEPUTY CITY ATTORNEY: Thai Phan

2. PLEDGE OF ALLEGIANCE:

Heany lead the Pledge of Allegiance.

3. APPROVAL OF MINUTES:

Heany motioned to approve the minutes of August 17, 2020. The motion was seconded by Farra and carried 5-0-0-0.

4. ORAL COMMUNICATIONS ITEMS NOT ON THE AGENDA:

None.

5. STUDY SESSION:

- A.** Planning Commission Study Session - Housing Element Update - 6th Cycle (2021-2029). City Staff and consultants will provide the Commission and public an overview of the upcoming Housing Element Update. This will also include: an update to the Safety Element of the General Plan, Environmental Justice policies; Inclusionary Housing Study; and environmental review.

Hensley introduced the topic of the Study Session and indicated that a PowerPoint presentation will be given by the Housing team of Consultants and himself.

Karen Warner, Lead Consultant from Karen Warner Associates, provided an informational presentation that included an overview of the Housing Element Process, RHNA/Site requirements, five major components, benefits of Housing Community Development (HCD) compliance, and consequences of noncompliance.

Hensley provided information on the City's decision in 2016 to suspend the Inclusionary Housing Ordinance and related in-lieu fee due to concerns with market feasibility.

Hitta Mosesman, Senior Director - Harris & Associates discussed the preparation she led in 2016 of the Inclusionary Housing Ordinance and Inclusionary Housing Feasibility Study - Findings.

Ms. Warner discussed the in-depth key housing needs that included: housing affordability, preservation & conditions, and the RHNA Process.

Lexi Journey, Senior Environmental Planner from Rincon Consultants stated she is assisting the consulting team with other general plan updates as part of the Housing Element and Environmental Review required by CEQA. Ms. Journey discussed an overview of the Safety and Environmental Justice Element Updates.

Ms. Warner discussed the project schedule for the Housing Element and the other General Plan element updates, mentioning that they must be adopted by October 15, 2021, which includes public outreach and process of the HCD review of the Housing Element. She concluded her presentation and answered questions from the Commission.

There were inquiries from Farra regarding SCAG allocations for each city, a trade-off of smaller units /margins for affordable housing /market-rate rent, and utility impact with the increased population. Warner, Mosesman, and Hensley provided information to Farra's inquiries.

6. PUBLIC HEARINGS:

- A.** [Municipal Code Amendment 2020-02; A City-initiated request to replace in its entirety Duarte Development Code Chapter 19.60.160, to provide new development standards for accessory dwelling units that comply with State law; and to modify Chapter 19.160.050 related to definitions for accessory dwelling units.](#)

Planning Manager Jason Golding presented additional correspondence to the Commission that was received at 6:55 p.m. from the Californians for Homeownership and Attorney Matthew Gelfand.

Golding discussed the modifications of the draft ordinance, deliberations with the City Attorney, correspondence received from the Californians for Homeownership, recommended language regarding alley setbacks, ADU setback related to corner and reverse corner lots, encouraging but not requiring separate access to ADU's, options related to parking permits, wet utility and public safety studies.

There were inquiries and comments from Vasquez and Farra regarding the Californians Homeownership focus on the City ADUs regulations and the timing of the received correspondence. Golding responded.

Thai Phan, City Attorney explained the functions of advocacy groups, the process, reviews by HCD, and development factors of the draft ordinance.

There were inquiries from Farra regarding recommendations needed to comply with the new State requirements. Golding provided information.

Golding concluded his presentation, presented the recommendation of the item, and answered questions from the Commission.

Heany inquired about the Housing and Community Development (HCD) review of the draft ordinance and the consequences. Golding and City Attorney Phan responded.

Farra provided clerical comments on the Staff Report of Exhibits B and D.

Farra inquired of what changes were made from the continued Planning Commission meeting in August based on the letter received from the Californians for Homeownership at that meeting. Golding responded.

Farra inquired about the cost-benefit of the Fire Access, Public Safety, and Wet Utilities Studies. Golding responded.

Watson-Gardner opened the Public Hearing. There were no Public Comments. However, Farra requested to acknowledge the letter received from the law firm into the Public Comments. City Attorney Phan explained the acknowledgment process of any comments once the Agenda gets posted and noted for the record the letter received from Californians for Homeownership as part of the Public Hearing.

Watson-Gardner opened the Commissioners discussion.

Farra restated to give Staff a lead way to add anything that the new State law requires to the Resolution. He recommended approval of the Resolution as presented, also to add the three changes that Golding stated on the letter received, the corner lot setbacks, and in addition, revised section 5 to reflect a lack of substantial evidence.

Watson-Gardner made recommendation for the studies to take place for the parking, utilities and fire.

There was discussion among Commissioner Farra and Watson-Gardner regarding the recommended studies to the Council and motion of the Resolution without amendments.

Vasquez inquired on the City's allowance, limits, and concerns of ADUs in some neighborhoods. Golding responded.

Watson-Gardner closed the Commissioners discussion and made a motion to recommend studies on parking, utilities, and fire to the MCA 2020-02. The motion was Seconded by Vasquez. Farra expressed concern regarding the studies. Therefore, Hensley and City Attorney Phan provided clarification on the purpose and process of the recommended studies.

Hensley reinstated clarification for the Commission on the motion to adopt Resolution 2020-06 with the changes that were discussed by staff and also recommend to the City Council that in the future they consider a study for fire, water, and other utility impacts created by the increase of future growth in accessory dwelling units.

There was continued discussion among the Commissioners regarding the recommended motion for the Ordinance.

Watson-Gardner reinstated the motions to adopt MCA 2020-02 and Resolution 2020-06 with the changes that were recommended by staff and consideration of a studies as needed in the future. Seconded by Heany. Farra requested an amendment to the motion, to keep everything the same but to exclude the water study however, his motion died in lack of second. Watson-Gardner motion was carried unanimously by the following Roll Call vote: Yes: Watson-Gardner, Farra, Heany, Vasquez, Wolff; No: None; Absent: None; Abstained: None.

City Attorney Phan provided clarification to Farras's concerns on the studies.

7. **ITEMS FROM DIRECTOR:**

Hensley provided local development updates and answered Commissioners' inquiries.

8. **ITEMS FROM COMMISSIONERS:**

Vasquez inquired on the development status for the Senators Lounge Restaurant. Hensley provided information on the construction progress of the restaurant.

9. **ADJOURNMENT:**

Watson-Gardner adjourned the meeting at 9:06 p.m. to Monday, December 21, 2020.

Craig Hensley, Secretary



PLANNING COMMISSION STAFF REPORT

Date: February 16, 2021

From: Craig Hensley, Community Development Director

Subject: City of Hope Development Agreement Annual Review
Development Agreement 2018-01

BACKGROUND

In 2018, the City of Duarte and City of Hope entered into a Development Agreement to guide the process of building out the City of Hope Campus Plan. Section 4 of the Development Agreement includes provisions for an annual review of the City of Hope's good faith compliance with the agreement. The Planning Commission is charged with the responsibility to determine compliance.

ANALYSIS

The City of Hope has prepared an analysis of its good faith compliance with the development agreement. The analysis is attached. City Staff agrees with the evidence and information provided in the analysis. In summary, the following has been accomplished since the approval of the development agreement:

Traffic Improvement Payment (Section 3.1.3.1). This item requires the City of Hope to construct a traffic signal at the I- 210 Westbound Off-Ramp & Central Avenue. It also provides that the City will pursue a third party to build the signal. The City negotiated with Cal Trans, who has agreed, at its cost, to install the signal. Cal Trans has issued the contract for this signal upgrade and it should be completed in 2021. The Development Agreement then states that: "Property Owner (City of Hope) shall pay to the City one-half of all such obtained funding. A payment by Property Owner to City pursuant to this Section shall be deposited by City into a fund established by City for the purpose of constructing and implementing circulation improvements and local street maintenance."

Item Status: Completed. The City of Hope has paid \$243,500 to the City and this amount has been placed in the circulation improvements and local street maintenance fund.

Transient Occupancy Tax (Section 3.1.3.2). This item requires the City of Hope to pay annual transient occupancy tax (TOT) based on the formula provided in the Development Agreement. This TOT is for the Hope Village and Parsons Village units on the campus. Since the

Development Agreement was adopted, Parsons Village has been removed to make way for the New Hope Village Hotel. The payment schedule has been adjusted to account for this removal.

Item Status: In compliance. The City of Hope made a \$75,000 payment for 2019 and a \$47,500 payment for 2020.

Circulation and Parking Impact Fee (Section 3.1.3.3). This item required a one time payment of \$400,000 into a City circulation improvements and local street maintenance fund. This payment and the traffic improvement payment are being utilized for a traffic signal project on Buena Vista Street at Central Avenue and Evergreen Street and also for improvements on Huntington Drive to reduce peak hour traffic impacts.

Item Status: Completed. The City of Hope made the \$400,000 when the Development Agreement was approved.

Since the Development Agreement was signed (December 11, 2018) there has been significant progress in buildout of the campus master plan. Through December 31, 2020, plan check and permits revenue has been over \$2 million.

RECOMMENDATION

Staff Recommends that Planning Commission find that the City of Hope is in substantial compliance with the Development Agreement.

Attached: City of Hope Compliance Report
Development Agreement





1500 East Duarte Road
Duarte, CA 91010-3000
Phone (626) 218-2482
www.cityofhope.org

January 25, 2021

Craig Hensley, AICP
Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, CA 91010-2592

Re: Annual Review of First and Second Years of City of Hope Development Agreement

Dear Craig:

Pursuant to Section 4 of the "Development Agreement by and between the City of Duarte and the City of Hope," effective December 11, 2018 ("Development Agreement"), we are pleased to submit this report regarding the City of Hope's ("COH") good faith compliance with the Development Agreement's terms and conditions. As detailed below, COH has complied with its obligations under the Development Agreement during the first two years of its term.

Annual Report

The Development Agreement vests COH's rights to build-out that portion of the COH campus in Duarte consistent with the City of Hope Specific Plan, including without limitation the construction of an outpatient clinic, inpatient hospital, research, office, hospitality, parking uses, ancillary uses, and other uses and development as more particularly described in Exhibit B of the Development Agreement. During the first and second years of the Development Agreement's term, COH has complied with its obligations as set forth therein. COH has and continues to diligently proceed with development of the Campus Plan project in compliance with Section 3.1 of the Development Agreement. Accordingly and pursuant to Section 4.3 of the Development Agreement, COH hereby requests review of the extent of good faith compliance with the terms of the Development Agreement. The following actions have occurred during the first and second years of the Development Agreement's term.

I. Public Benefits

In compliance with Section 3.1.3 of the Development Agreement, COH has provided the following public benefits during the first two years of its term.

1. In compliance with Section 3.1.3.1, COH has fulfilled its obligations with respect to funding and constructing the traffic signal at the I-210 Westbound Off-Ramp & Central Avenue. Specifically, on September 3, 2020, COH paid to the City a total of \$243,500 to be placed in a fund established by the City for the purpose of constructing and implementing circulation improvements and local street maintenance.
2. In compliance with Section 3.1.3.2 and pursuant to the Payment Schedule provided therein, COH has made the following payments to the City in lieu of a transient occupancy tax:
 - a. on December 5, 2019, COH paid to the City a fee in the amount of \$75,000 in lieu of a transit occupancy tax.
 - b. on January 21, 2021, COH paid to the City a fee in the amount of \$47,500 in lieu of a transit occupancy tax. Pursuant to the Transient Occupancy Tax Implementation Agreement entered into by and between the City and COH dated December 10, 2019, this reduced fee amount reflects the demolition of Parsons Village, which occurred after the Development Agreement was entered into by the parties and reduced the number of overnight stay hospitality rooms on the COH campus by fifty percent.
3. In compliance with Section 3.1.3.3, on January 8, 2019, COH paid to the City a one-time circulation impact fee of \$400,000.

II. Duarte ARB and Planning Commission Development Plan and Design Review Permitting

On June 5, 2019, the City's Architectural Review Board approved Site Plan and Design Review Case 19-22, to permit development of a new multi-level parking structure containing approximately 1,011 parking stalls, a new surface parking lot containing approximately 95 parking stalls, and various site improvements and roadway improvements associated with a site in the northeast area of the COH campus. COH continues to work with City staff concerning the ministerial permitting for that development project and construction is underway.

On October 7, 2019, the City Planning Commission approved Site Plan and Design Review Case 19-36 and Conditional Use Permit Case 19-03, to permit the development of a new 115,022 square-foot, 150 room hospitality project known as New Hope Village located at the northwest corner of the COH campus, including the on-site sale and/or distribution of alcoholic beverages, as well as related ancillary property improvements. COH continues to work with City staff concerning the ministerial permitting for that development project and construction is underway.

On January 11, 2021, the City's Architectural Review Board approved Site Plan and Design Review Case 20-28, to permit development of a new eight-story, 350,814 square-foot outpatient medical building known as the Duarte Outpatient Clinic and a 65,000 square foot park area. COH will be submitting plan check applications and other ministerial permit requests for that development project in the near future.

III. Duarte Construction Activities

COH has completed the following construction activities in the City during the first two years of the Development Agreement's term:

1. In September 2019, COH completed demolition of the vacant Piness Building.
2. In December 2019, COH completed demolition of residential and hospitality structures at Parsons Village, 1412 E. Duarte Road, and 1848 Cinco Robles Drive.
3. In March 2020, COH commenced construction of the New Hope Village project, which will provide 146 overnight lodging accommodations on the COH campus. Construction is anticipated to be complete in approximately September 2021.
4. In May 2020, COH completed demolition of the Octagon Warehouse Building and construction of 4 net new parking stalls.
5. In June 2020, COH completed construction of the Heritage Park temporary parking lot, adding 271 net new parking spaces.
6. In June 2020, COH completed construction of the Outpatient Imaging Center, a new modular medical building for outpatient medical services permitted via a Temporary Use Permit.
7. In August 2020, COH completed demolition of residential structures at 1946 Cinco Robles Drive, 1948 Cinco Robles Drive, and 1950 Cinco Robles Drive.
8. In September 2020, COH commenced construction of a new parking structure at the northeast corner of the COH campus. Construction is anticipated to be complete in approximately December 2021.
9. In September 2020, COH commenced initial demolition work on the Machris Building, which is anticipated to be complete in approximately July 2021.
10. In November 2020, COH completed demolition of Modular Building 170 and Wing IV Office Building.
11. In December 2020, COH completed demolition of the Needleman Office Building.

Compliance with Development Agreement Obligations

In light of COH's actions during the first and second years of the Development Agreement term, COH has complied in good faith with the terms and conditions of the Development Agreement. We respectfully request that you concur pursuant to Section 4.4 of the Development Agreement, and we confirm pursuant to Section 4.6 of the Development Agreement that COH will reimburse the City for its costs of this annual review.

Respectfully submitted,


DocuSigned by:
Jon Reuter
625041BE63AC47C

Vice President Supply Chain, Facilities & Construction Management
City of Hope

cc: Jason Golding, City of Duarte
Cynthia Filippone, City of Hope
DJ Moore, Latham & Watkins LLP

DEVELOPMENT AGREEMENT

by and between

THE CITY OF DUARTE

and

CITY OF HOPE

dated as of

October 23, 2018

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is executed this 23rd day of October, 2018, by and between the CITY OF DUARTE, a municipal corporation (“City”), and CITY OF HOPE, a California nonprofit public benefit corporation (“City of Hope” or the “Property Owner”), pursuant to California Government Code Section 65864 et seq., and Chapter 19.148 of the Duarte Development Code, with respect to the following:

RECITALS

WHEREAS, the City and City of Hope recognize that the expansion, modernization, and development of City of Hope’s property, located at 1500 East Duarte Road in the City (the “Property”), will contribute to the improvement of the City; and

WHEREAS, a development plan for the long-term growth and build-out of the City of Hope campus and its surrounding areas, including new inpatient, outpatient, and research areas, office uses, and related development, known as the City of Hope Campus Plan (the “Project”), in close proximity to jobs and public transit will build upon and enhance the existing hospital and research uses within the City; and

WHEREAS, City of Hope wishes to obtain reasonable assurances that the Property may be developed in accordance with the Project Approvals, as defined below, and the terms of this Agreement; and

WHEREAS, City of Hope will implement public benefits above and beyond the necessary mitigation for the Project, including without limitation those public benefits listed in Section 3.1.3 of this Agreement; and

WHEREAS, this Agreement is requested by the Property Owner in order that the Project will not be reduced in density, intensity or use or be subjected to new rules, regulations, ordinances or policies unless otherwise allowed by this Agreement or applicable law; and

WHEREAS, the implementation of the Project Approvals and related actions will allow further development of the Project consistent with the Project objectives;

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 “Agreement” means this Development Agreement and all amendments and modifications thereto.

1.2 “Applicable Rules” means the rules, regulations, ordinances and officially adopted policies of the City in full force and effect as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City, as well as the Specific Plan. The Applicable Rules shall apply to the Project, Project Approvals, and any subsequent discretionary actions which are necessary for implementation of the Project. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction.

1.3 “Assignment Agreement” means a written agreement between the Property Owner and a Transferee of the Property Owner, consistent with the terms of this Agreement, in which the parties agree to specific obligations of this Agreement being transferred from the Property Owner to the Transferee of the Property Owner.

1.4 “CEQA” means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.5 “City” means the City of Duarte, a general law city and municipal corporation, including each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.6 “City Council” means the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.7 “Director” means the Director of Community Development Director for the City.

1.8 “Development Agreement Act” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.9 “Discretionary Action” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, including all such decisions set forth in the Specific Plan, as distinguished from a ministerial activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations, either as presented or as may be conditioned.

1.10 “Effective Date” is the date on which this Agreement is attested by the City Clerk of the City of Duarte after execution by the Property Owner and the Mayor of the City of Duarte pursuant to Section 6.1.

1.11 “Fees” means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the City.

1.12 “FEIR” means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2015101047, certified by the City in accordance with the requirements of CEQA.

1.13 “General Plan” means the General Plan of the City.

1.14 “Impact Fees” means impact fees, linkage fees, monetary exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City in full force and effect as of the Effective Date of this Agreement. Impact Fees do not include (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed solely on impacts of new development.

1.15 “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Property Owner to implement, develop and construct the Project and the Mitigation Measures, including without limitation, grading permits, building permits, foundation permits, stockpile permits, and other similar permits and approvals which are required by the Duarte Municipal Code and/or Duarte Development Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions, but may be conditioned by the City, consistent with the Duarte Municipal Code, the Duarte Development Code, and/or the Specific Plan, as applicable.

1.16 “Mitigation Measures” means the mitigation measures described in the FEIR and in the Mitigation Monitoring and Reporting Program for the Project which is attached hereto as Exhibit A, Mitigation Monitoring and Reporting Program.

1.17 “Parties” means collectively Property Owner and the City.

1.18 “Party” means any one of Property Owner or the City.

1.19 “Planning Commission” means the City Planning Commission and the planning agency of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.20 “Processing Fees” means all processing fees and charges required by the City including, but not limited to, fees for land use applications, consultant fees for environmental or legal review, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees which may be imposed by the City on development projects pursuant to rules, regulations, ordinances, and policies enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the

development of the project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Property Owner shall not be exempt from the payment of fees, if any, imposed on a City-wide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by the City in a subsequent agreement.

1.21 "Project" means development within the City on the Property as described in Exhibit B, including, but not limited to, construction of outpatient (clinic), inpatient (hospital), research, office, hospitality, and parking uses, and ancillary uses, as described in the Project Approvals.

1.22 "Project Approvals" means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date and not rescinded or superseded by City action taken on or before the Effective Date. Project Approvals include, but are not limited to, certification of the FEIR and approval of the Specific Plan, a General Plan Amendment, and a Zone Change Ordinance, all as adopted by the City on March 13, 2018 and October 23, 2018, and all subsequent extensions thereto. The Project Approvals are listed in Exhibit C, Project Approvals.

1.23 "Property" means the real property owned by Property Owner as described in Exhibit D, Legal Property Description.

1.24 "Property Owner" means City of Hope, a California nonprofit public benefit corporation ("City of Hope").

1.25 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes, as adopted by the City of Duarte, and the Duarte Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.26 "Specific Plan" means the City of Hope Specific Plan, Ordinance No. [885], adopted by the City Council on October 23, 2018, a copy of which is attached as Exhibit E.

1.27 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 6.2 hereof.

1.28 "Transferee" means individually or collectively, Property Owner's successors in interest, assignees or transferees of all or any portion of the Development Agreement Property.

1.29 “Uniform Codes” means those building, electrical, mechanical, plumbing, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. 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 the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held duly noticed public hearing on September 17, 2018 and recommended approval of this Agreement.

2.2.2 City Council Action. The City Council on October 9, 2018, after conducting a duly-noticed public hearing, adopted Ordinance No. 18-O-08, to become effective on the thirtieth day following the date of final passage, found that its provisions are consistent with the City's General Plan, the Specific Plan, and the Development Code, and authorized the execution of this Agreement.

2.3 Purpose of this Agreement.

2.3.1 Public Benefits. This Agreement provides assurances that the public benefits identified below in Section 3.1.3 will be achieved and developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. The Project will provide local and regional public benefits to the City, including without limitation those public benefits listed in Section 3.1.3 below.

2.3.2 Property Owner Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Property Owner wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. To the extent of Project development, and as provided by Section 3.1.1, Property Owner anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Property Owner would lack full assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is intended to assure Property Owner that the Project will not be (1) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals, or (2) subjected to new rules, regulations, ordinances or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers.

2.3.3 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 2.3.1, to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, and creation and retention of jobs. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Property Owner will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Project Approvals or Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Property Owner will receive any profits from the Project; or (4) amend the City's General Plan. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Property Owner. 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 premises, purposes and intentions set forth in Section 2 of this Agreement, Property Owner hereby agrees as follows:

3.1.1 Project Development. Property Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals. However, nothing in this Agreement shall be deemed to obligate Property Owner to initiate or complete development of the Project or any portion thereof within any period of time or at all, or deemed to obligate Property Owner to commence or complete any Mitigation Measure or Condition of Approval prior to construction of the Project, unless otherwise set forth in the Project's Mitigation Monitoring and Reporting Program or elsewhere in the Project's Approvals. Furthermore, nothing in this Agreement shall be deemed to prohibit Property Owner from seeking any necessary land use approvals for any different land use project on the Property.

3.1.2 Timing of Development. The parties acknowledge that Property Owner cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Property Owner, such as market orientation and demand, interest rates and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Property Owner and the City to hereby acknowledge and provide for the right of Property Owner to develop the Project in such order and at such rate and times as Property Owner deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement; provided, however, that this Section 3.1.2 does not in any way affect the specific timing or implementation of improvements or other requirements of development to the extent such provisions are set forth in the Project Approvals.

3.1.3 Additional Obligations of Property Owner as Consideration for this Agreement. Property Owner shall provide public benefits as set forth below:

3.1.3.1. Traffic Improvements. Property Owner is required under Mitigation Measure TRAS-1 in the Specific Plan's Mitigation Monitoring Program ("MMP"), at its own expense, to fund and ensure the construction of the traffic signal at the I-210 Westbound Off-Ramp & Central Avenue (the "Signal"). City has agreed to pursue potential third party funding of some or all of the cost of the Signal. If the City is successful in obtaining from any other party or entity any funding to pay in full, or offset in part, Property Owner's cost liability for the Signal prior to the date Property Owner is required to construct the Signal pursuant to the MMP (the "Third Party Signal Commitment"), then (i) City shall commit all such funding to the cost of the Signal either by providing such funding to Property Owner or placing such funding into an account such that it will be applied to reduce Property Owner's expenses to fund and ensure the construction of the Signal; and (ii) following confirmation of the commitment under subsection (i), Property Owner shall pay to the City one-half of all such obtained funding. A payment by Property Owner to City pursuant to this Section shall be deposited by City into a fund established by City for the purpose of constructing and implementing circulation improvements and local street maintenance. If the City does not obtain the Third Party Signal Commitment before Property Owner is required to construct the Signal pursuant to the MMP, as approved or may be modified by the City, then Property Owner shall proceed with construction of the Signal and shall have no further obligations under this Section.

3.1.3.2. Transit Occupancy Tax. Property Owner agrees to pay the City an annual fee in lieu of a transient occupancy tax ("TOT") for overnight stays by guests in units within the Property's Hope Village and Parsons Village areas, which collectively contain 40 short-term overnight stay units. The payment shall be a flat annual amount during the Term as set forth in the Payment Schedule below in lieu of TOT that may otherwise be required or collectable for overnight stays in those guest rooms pursuant to Duarte Municipal Code Section 3.05. Property Owner's obligation to pay the fee required by this Section shall cease upon either (i) the issuance of a Certificate of Occupancy for a new hotel on the Property, which new hotel shall be subject to Duarte Municipal Code Chapter 3.05, as may be amended over time; or (ii) the conversion of the Property's Hope Village and Parsons Village units to another use besides overnight guest stays, such as hospice care. If Property Owner obtains a Certificate of Occupancy for a new hotel, but continues to use either the Property's Hope Village or Parsons Village units for overnight guest stays, then Property Owner shall apply Duarte Municipal Code Chapter 3.05's TOT requirements to any such Hope Village or Parsons Village units for which it charges guests an overnight fee or rent, based on the fee or rent charged, but any such Hope Village or Parsons Village units that are provided to guests free of charge shall not be subject to Duarte Municipal Code Chapter 3.05.

Payment Schedule

Year 1:	\$75,000
Year 2:	\$95,000
Year 3:	\$105,000
Year 4:	\$115,000

Year 5 to Year 20: \$125,000 (this amount shall be increased annually after Year 5 based on the Consumer Price Index)

3.1.3.3 Circulation and Parking Impact Fee. Within 30 days of the Effective Date of this Agreement, Property Owner shall pay the City a one-time circulation impact fee of \$400,000, which the City agrees to use for circulation improvements and local street maintenance. The impact fee shall be deposited into a City fund established for the purpose of implementing such improvements and maintenance.

3.2 Agreement and Assurances on the Part of the City. In consideration for Property Owner entering into this Agreement, and as an inducement for Property Owner 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 Section 2 of this Agreement, the City hereby agrees as follows: Entitlement to Develop. Property Owner has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Property Owner's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Property Owner may locate that portion of the Project at any other location of the Property within the same Land Use district, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

3.2.2 Consistency in Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission or any other Board, Commission, Department or Agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Property Owner may, in

its sole discretion, consent to the application to the Project of any change in the Applicable Rules. The foregoing shall not apply to transit occupancy tax rates applicable on the Property, which rates shall be collected and remitted in accordance with rates in effect at the time of the occupancy to which they pertain, consistent with Section 3.1.3.2 of this Agreement.

3.2.3.2. Changes in Building and Fire Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes, as such Codes are adopted by the City of Duarte. In addition, development of the Project shall be subject to changes occurring from time to time in Title 16 (Buildings and Construction) of the Duarte Municipal Code regarding the construction, engineering and design standards for both public and private improvements provided that these changes are (1) necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters found by the Mayor or City Council, such as floods, earthquakes and similar disasters).

3.2.3.3. Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.4 Subsequent Development Review. The City shall not require Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules, the Reserved Powers and/or the Project Approvals. However, any subsequent Discretionary Action initiated by Property Owner which substantially changes the entitlements allowed under the Project Approvals shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.2.5 Effective Development Standards. The City agrees that it is bound to permit the uses, intensities of use and densities on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any non-legislative Discretionary Action which must be issued by the City in order for the Project to proceed, provided that Property Owner reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for Discretionary Actions.

3.2.6 Interim Use. The City agrees that Property Owner may use the Property during the Term of this Agreement for any use that is an existing legal nonconforming use on the Property as of the Effective Date, otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use, or pursuant to any approvals, permits, or other vested entitlements previously granted and in effect as of the Effective Date.

3.2.7 Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the Mitigation Measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

3.2.8 Special Taxes and Assessments. Property Owner shall not be obligated to support infrastructure financing undertaken by the City or others. Property Owner shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello Roos or community facilities districts, maintenance districts or other similar districts.

3.2.9 Impact Fees. Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in full force and effect as of the Effective Date, including those whose amounts are subject to ongoing annual or other specified periodic increases, which shall be paid subject to such increases, as calculated at time of payment. The installation of improvements identified in the Mitigation Measures implemented in connection with the Project shall be accepted by the City in lieu of otherwise applicable Impact Fees, where applicable. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.10 Processing Fees. Property Owner shall pay all then-applicable rates of existing Processing Fees for Discretionary Actions and Ministerial Permits and Approvals, as such Processing Fees are identified in the City's existing fee Resolution 16-28.

3.2.11 Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, the City agrees to work with Property Owner to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. Furthermore, the City shall expedite all requests by Property Owner for Discretionary Actions requested for the Project, if any, pursuant to any fee agreement or expedited processing that may be negotiated between the City and Property Owner.

4. ANNUAL REVIEW.

4.1 Annual Review. During the Term of this Agreement, the City shall review annually Property Owner's good faith compliance with this Agreement in accordance with Section 19.148.080 of the Duarte Development Code. Such annual review shall be limited in

scope to determining whether Property Owner has complied in good faith with the conditions and terms of this Agreement, as provided in the Development Agreement Act and the Duarte Development Code. Property Owner shall have the burden of demonstrating such good faith compliance.

4.2 Notice of Annual Review. In accordance with Section 19.148.080 of the Duarte Development Code, the Community Development Director shall initiate the annual review by giving notice to Property Owner at least ten (10) days in advance of the time when the matter will be considered by the Planning Commission. Property Owner may submit evidence of its good faith compliance with this Agreement in accordance with Section 4.3, below, to the Community Development Director prior to receipt of such notice from the Community Development Director.

4.3 Pre-Determination Procedure. Property Owner shall submit evidence of its good faith compliance with this Agreement, in a form which the Director may reasonably establish, in writing to the Director not later than ten (10) days prior to the yearly anniversary of the Effective Date or within ten (10) days of receipt of notice from the Director that the Planning Commission will review Property Owner's good faith compliance with this Agreement.

4.4 Planning Commission Review. On or within thirty (30) days of the yearly anniversary of the Effective Date of the Agreement, the Planning Commission shall conduct a hearing and make a determination, on the basis of substantial evidence, regarding whether or not Property Owner has complied in good faith with the conditions and terms of this Agreement, in accordance with Government Code Section 65865.1 and Section 19.14.080.D-F of the Duarte Development Code.

4.4.1 Determination of Compliance. If the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner has complied in good faith with the conditions and terms of this Agreement, the notice of determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Property Owner in the manner prescribed in Section 6.15. The City Council may review the Planning Commission's findings and may schedule a public hearing for further review if it so desires, but no third-party shall have any rights to appeal the Planning Commission's determination to the City Council.

4.4.2 Determination of Non-Compliance. If the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner has not complied in good faith with the conditions and terms of this Agreement, the Planning Commission shall forward its recommendation to the City Council. The City Council shall hold a hearing on the matter and shall provide Property Owner with notice at least ten (10) days prior to such hearing. Such notice shall contain the following information: (i) the time and place of the hearing, (ii) a statement as to whether the City Council proposes to modify or terminate this Agreement, and (iii) other information the City Council considers necessary to inform Property Owner of the nature of the proceedings. At the hearing, the City Council shall provide Property Owner with an opportunity to be heard, and the City Council may modify or

terminate this Agreement, or may refer the matter back to the Planning Commission for further proceedings or for report and recommendation.

4.5 Termination Or Modification Of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a hearing and finding or determination of noncompliance by the City Council. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Section 65867.5 and Section 19.148.080.G of the Duarte Development Code.

4.6 Reimbursement Of Costs. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

5. DEFAULT PROVISIONS.

5.1 Default By Property Owner.

5.1.1 Default. Outside of the Annual Review process set forth in Section 4 of this Agreement, in the event Property Owner does not perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided by this Agreement which shall include compelling the specific performance of the obligations of Property Owner under this Agreement pursuant to Section 6.6 below, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 5.1.2 hereof.

5.1.2 Notice of Default. City shall first submit to Property Owner a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, Property Owner shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Property Owner shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether Property Owner has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.1.3 Failure to Cure Default Procedures. If after the cure period has elapsed, the Community Development Director finds and determines that Property Owner, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Community Development Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with Section 4.4.2, above, and with the notice and hearing requirements of Government Code Section 65867. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees and/or assigns, as the case may be, has not cured such default pursuant to this Section, and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Property Owner and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City

Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity.

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council in accordance with Section 4.4.2 above or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Section 65867.5, irrespective of whether an appeal is taken as provided in Section 6.3.

5.2 Default By The City.

5.2.1 Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Property Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Property Owner or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

5.2.2 Notice of Default. Property Owner shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.3 No Monetary Damages. It is acknowledged by the Parties that neither the City nor the Property Owner would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties specifically waive and covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

6. GENERAL PROVISIONS.

6.1 Effective Date. This Agreement shall be effective as set forth in Section 1.10 above.

6.2 Term. The Term of this Agreement shall commence on the Effective Date and extend until twenty (20) years thereafter, unless said Term is otherwise terminated, modified or

extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto pursuant to Government Code Section 65868. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property, approved prior to, concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions, administrative proceedings such as appeals or delays of ministerial actions, or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or for the period of time during which a lawsuit or litigation (including appeals) relating to the Project or the Project Approvals, including this Agreement, has been filed and is pending in a court of competent jurisdiction.

6.3 Enforced Delay; Extension Of Time Of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the Annual Review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs), after Property Owner has notified the City that delay within the scope of this Sec. 6.3 is occurring and the City has had 60 days' notice of such delay as provided below restrictions imposed or mandated by other controlling governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions affecting or regarding the Project; or similar bases for excused performance which is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner or transferee of any assigned rights and obligations hereunder or, if not dismissed within ninety (90) days, by any third parties against Property Owner or any such transferee. If written notice of such delay is given to either party within sixty (60) days of the commencement of such delay, an extension of time for such cause will be granted in writing from a period of sixty days following such notice through the period of the enforced delay, or longer as may be mutually agreed upon.

6.4 Dispute Resolution.

6.4.1 Dispute Resolution Proceedings. The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; or (b) any other manner of dispute resolution which is mutually agreed upon by the parties.

6.4.2 Arbitration. Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeal or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

6.4.3 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Sections 1280 et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

6.4.4 Extension Of Term. The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

6.5 Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. Notwithstanding the above, the City's right to seek specific performance shall be specifically limited to compelling Property Owner to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure. Additionally, the City's right to seek specific performance shall be specifically limited by Section 3.1.1. Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

6.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

6.7 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868 and Chapter 19.148 of the Duarte Development Code. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent discretionary action or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals or Applicable Rules, shall require notice and public hearing before the parties may execute an amendment thereto.

6.8 Assignment. The Property, as well as the rights and obligations of Property Owner under this Agreement, may be transferred or assigned in whole or in part by Property Owner without the consent of the City, except as set forth in Sections 6.9.1 and 6.9.2 below. Upon such assignment the assignor shall be released from the obligations so assigned.

6.8.1 Conditions for Assignment. No such assignment shall be valid until and unless the following occur:

6.8.1.1. Written Notice of Assignment Required. Property Owner, or any successor transferor, gives prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of individual partners in the case of partnerships. Upon request by Property Owner, City shall provide written acknowledgement of such assignment in the form reasonably requested by Property Owner. Any failure by Property Owner or any successor transferor to provide the notice shall be curable in accordance with the provisions of Section 5.1.

6.8.1.2. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee of Development Agreement Property expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Property Owner and which are expressly set forth in the applicable Assignment Agreement.

6.8.1.3. As stated in Section 3.1.1. above, nothing herein shall be interpreted as obligating Property Owner or Assignee to initiate or complete development of the Project or any portion thereof within any period of time or at all, or interpreted to prohibit Property Owner or Assignee from seeking any necessary land use approvals for any different land use project on the Property.

6.8.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each Transferee of any portion of the Development Agreement Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations and shall have the rights of a "Property Owner" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the transferring Property Owner, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of any Transferee to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached with regards to that specific Transferee, and may result in termination or modification of this Agreement after the Annual Review as set forth in Section 4 of this Agreement, as it relates to that Transferee's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

6.9 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

6.10 Cooperation And Implementation.

6.10.1 Processing. Upon satisfactory completion by Property Owner of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Property Owner shall, in a timely manner, provide the City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations pursuant to this Agreement.

6.10.2 Other Governmental Permits. Property Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Property Owner in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Property Owner, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, et seq.), or the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Property Owner shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the City, or in its own name, the rights of the City or Property Owner thereunder or the duties and obligations of the parties thereto. Property Owner shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner has requested such agreement. Property Owner or Transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Property Owner or Transferee, as the case may be, except where Property Owner or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

6.10.3 Cooperation In The Event Of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action.

6.11 Relationship Of The Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Property Owner is an independent contractor and not an agent of the City. Further, the City and Property Owner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Property Owner joint venturers or partners.

6.12 Hold Harmless and Insurance.

6.12.1 Hold Harmless. Property Owner hereby agrees to and shall indemnify, save, hold harmless and, if requested by the City, defend the City in any action brought by a third party (i) challenging the validity of this Agreement or (ii) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Property Owner shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or intentional acts on the part of the City. City agrees that it shall fully cooperate with Property Owner in the defense of any matter in which Property Owner is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

6.13 Extension of Time for All Project Approvals.

6.13.1 Project Approvals. The duration of all Project Approvals shall automatically be extended for the Term of this Agreement, to the full extent permitted by law. .

6.14 Notices. Any notice or communication required hereunder between the City or Property Owner must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same 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 the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. 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, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City:

Director of Community Development
City of Duarte
1600 Huntington Drive
Duarte, California 91010

with copies to:

David B. Cosgrove, Esq.
Duarte City Attorney
611 Anton Boulevard Suite 1400
Costa Mesa, Ca 92626

If to Property Owner:

City of Hope
Attention: Office of General Counsel
1500 East Duarte Road
Duarte, California 91010

with copies to

Latham & Watkins LLP
Attention: DJ Moore / Winston Stromberg
with a copy to Records Department
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071

6.15 Recordation. As provided in Government Code Section 65868.5 and Duarte Development Code Section 19.1480.060.B, a copy of this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the Effective Date. Property Owner shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should the City Clerk record the Agreement.

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

6.17 Successors And Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors and assignees.

6.18 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.19 Time Of The Essence. Time is of the essence for each provision of this Agreement of which time is an element.

6.20 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.21 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Property Owner and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

6.22 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.23 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.24 Discretion to Encumber. This Agreement shall not prevent or limit Property Owner in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or its improvements. Notwithstanding the foregoing, City shall not be required to subordinate its interests in this Agreement to any lender or other party with whom Property Owner encumbers the Property.

6.25 Expedited Processing. Property Owner and the City agree to cooperate in the expedited processing of any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

6.26 Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Property Owner of the performance of Property Owner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

6.27 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents or Index, consists of 21 pages and five (5) Exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF DUARTE, a municipal corporation
of the State of California

APPROVED AS TO FORM:

By: _____

John Fasana, Mayor

DATE: _____

By: _____

David B. Cosgrove, City Attorney

DATE: _____

ATTEST:

Marla Akana, City Clerk

By: _____

DATE: _____

CITY OF HOPE, a California nonprofit public
benefit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Exhibit A:

Mitigation Monitoring and Reporting Program

Exhibit B:

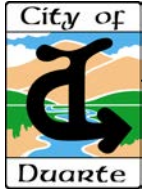
Project Description

Exhibit C:
Project Approvals

Exhibit D:

Legal Property Description

Exhibit E:
City of Hope Specific Plan



PLANNING COMMISSION STAFF REPORT

Date: February 16, 2021

Project: Site Plan Design Review SPDR 2020-33
New Two-Story Home

Location: 2528 Gardi Street

Applicant: Christine and Carlos Guzman

SUMMARY

The property owners, Christine and Carlos Guzman, are requesting approval to construct a new two-story, 2,399 square-foot, Spanish-style home at 2528 Gardi Street.

Per Section 19.122.030 of the Duarte Development Code, this project is required to be brought before the Architectural Review Board for recommendation to the Planning Commission for a decision. The Architectural Review Board (ARB) reviewed this project at their regularly scheduled meeting on February 8, 2021. The ARB was unanimous in recommending approval of the project with a minor modification to the architectural details and requirement for the inclusion of a grading plan with construction drawings.

PROJECT DESCRIPTION

The subject property is zoned R-1A, has a parcel size of 12,170 square-feet and is developed with a 722 square-foot, two-bedroom one-bath house built in 1949. The rear of the property is developed with a pool and mature landscaping. The property is situated in neighborhood mixed with single-story and two-story homes, including one other property on the block with a two-story home. The sizes of the other homes on the block range in size from 700 to 2,600 square feet.

The applicant is proposing to demolish the existing house and construct a new two-story, 2,399 square foot home. The new home will have four bedrooms and four baths, as well as a kitchen, dining room, family room, and a utility room. Parking for the property will be provided in the form of a 556 square-foot two-car garage. The existing pool and landscaping in the rear yard are proposed to remain. The landscaping in the front yard is shown on the plans to remain, but a condition of approval has been added to require its replacement with new drought-tolerant landscaping.

Architectural Design

The new home will be designed in the Spanish architectural style, as demonstrated through the use of terracotta colored concrete S-tiles, white stucco walls, gable roofs, open rafters, arched windows, and the use of a dark accent color. The windows selected for the house are a fiberglass material and will be deeply recessed on the front elevation and recessed two inches on all other elevations.

ANALYSIS

This project was designed to comply with the City's design guidelines, development standards, and parking requirements of the Duarte Development Code. Architectural design, landscaping, and off-site improvements are examined below to determine if the design proposed is consistent with the stated architectural style and compatible with other homes in the neighborhood.

Architectural Design

The proposal is for a home designed in the Spanish architectural style which has been properly executed through use of classic Spanish architectural features such as terracotta roof tiles, gable roof design, deeply recessed windows, white stucco walls, and a dark accent color. One design element that stands out as different from traditional Spanish architecture is the roof design of the area to the left of the entry and above the garage. Due to the nature of the proposed roof plan, Staff required a plan to verify that this unconventional design will function and look properly. The applicant provided a 3D rendering that showed the roof drainage would function correctly and the roof design would not appear dissimilar to the neighborhood or contrary to the proposed architectural style of the house (See page A2-05). The Architectural Review Board concluded that the design was well executed but could be enhanced through the use of wrought iron details on the front elevation and this suggestion has been added as a condition of approval.

Landscaping

With the construction of a new house it is common to install new landscaping on the property that matches the fresh look of the new home and complies with current Development Code requirements. The subject property has a large backyard with mature landscaping that the property owner wishes to keep, but the existing front yard landscaping consists of grass and a mix of plant types, all of which have a faded appearance. No landscaping plan has been prepared for this project, but one will be required as a condition of approval and installation of new, drought tolerant landscaping in the front yard must be complete prior to certificate of occupancy

Improvements in the Public Right of Way

In association with the construction with a new single-family residence, the Public Works Division has provided a short list of required improvements to the public right of way in front of the subject property and these have been added as conditions of approval. These improvements mainly pertain to the restoration of the curb, gutter associated with the closure of the existing driveway and the repaving of the street in the event that replacement of wet utilities necessitates cutting into the street.

ENVIRONMENTAL

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to exemption in Section 15303, Class 3 of Title 14 of the California Code of Regulations. Therefore, no further environmental review is necessary in accordance with CEQA Guidelines and a Notice of Exemption has been prepared for this project.

RECOMMENDATION

Based on the information provided in the report, Staff recommends that Planning Commission review the information and adopt PC Resolution 2021-01, approving Site Plan Design Review application SPDR 2020-33 for a new two-story house, subject to conditions of approval.

Respectfully Submitted

Nick Baldwin, AICP
Associate Planner

ATTACHMENTS

Exhibit A: Resolution 2021-01
Exhibit B: Vicinity Map and Photos
Exhibit C: Project Plans

RESOLUTION PC 2021-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUARTE DETERMINING THAT THE PROPOSED CONSTRUCTION OF A NEW SINGLE-FAMILY TWO-STORY HOME LOCATED WITHIN THE R-1A SINGLE-FAMILY RESIDENTIAL ZONE AT 2528 GARDI STREET MEETS THE REQUIRED FINDINGS UNDER DUARTE DEVELOPMENT CODE SECTION 19.122.050(E) AND CONFORMS TO THE APPLICABLE STANDARDS IN DUARTE DEVELOPMENT CODE SECTIONS 19.122.040 & 19.44.010 AND THUS APPROVES SITE PLAN AND DESIGN REVIEW CASE 2020-33, SUBJECT TO CONDITIONS

WHEREAS, Table 7-2 listed in Section 19.122.030.B of the Duarte Development Code requires a recommendation from the Architectural Review Board and approval from the Planning Commission for new two-story residential construction; and

WHEREAS, on February 8, 2021, the Architectural Review Board reviewed the plans for SPDR 2020-33 and recommended approval to the Planning Commission subject to conditions; and

WHEREAS, the Planning Commission of the City of Duarte ("Planning Commission") has considered the project proposal, which provides, among other provisions, for the demolition of existing single-family single-story residence and the construction of a single-family two-story residence located at 2528 Gardi Street; and

WHEREAS, the Planning Commission has considered the analysis and recommendation provided in the staff report and all of the information, evidence and public testimony received at the public meeting held on February 16, 2021.

NOW THEREFORE, the Planning Commission of the City of Duarte resolves as follows:

SECTION 1. That the Planning Commission approves Resolution PC 2021-01 with conditions of approval "Exhibit A" for the demolition of an existing single-family single-story home and the construction of a new single-family two-story home located at 2528 Gardi Street.

SECTION 2. All of the facts set forth in the Recitals of this Resolution are true and correct and incorporated herein by this reference.

SECTION 3. The Planning Commission finds and determines as follows, findings for Site Plan and Design Review, as set forth in DDC Section 19.122.050 (E), as the proposed development is:

1. Consistent with the General Plan and is in compliance with all applicable provisions of the Duarte Development Code and all other City ordinances and regulations;

The project conforms to the goals and objectives of the General Plan and the regulations of Chapter 19.10 (Residential Zones), including the intent and purpose, permitted uses, and other development standards. Furthermore, the project conforms to General Plan land use policy 1.1.2 by encouraging the development of a mix of housing types and densities to ensure a variety of housing to accommodate a range of tastes and incomes.

2. To be constructed on a parcel that is adequate in shape, size, topography, and other circumstances to accommodate the proposed development:

The lot is approximately 12,170 square feet, which is adequate for the construction of single-family home of this size and style, as shown on the project proposal. Furthermore, the new home meets the development standards of the Duarte Development Code.

3. In compliance with the applicable criteria specified in Subsection 19.122.040(D), and the site is suitable for the proposed development; and
 - a. *Compatibility. The project development has been designed in a manner that will provide a visual enhancement and improvement to the property and residential community. It complies with the requirements outlined in the R-1A zone and is consistent with the design of the existing homes within the surrounding neighborhood.*
 - b. *Architectural Design and Detail. The project is inspired by a Spanish architectural style and contains a variety of features and elements that are consistent with the proposed style. A combination of colors and materials, and architectural details all help create a visual enhancement to the surrounding neighborhood. Additionally, the two-story element of the design is behind one story elements such as the garage and entry porch, which graduate the massing of the home from the street, all of which helps this two-story design better fit into the neighborhood.*
 - c. *Landscape, Lighting, Parking, Signs, and Other Design Details.*
 - *Equipment and Utilities. All new service and utilities will be installed in a manner that screens them from the public right-of-way. New equipment will be installed within attic area or ground-mounted in rear or side yard areas, or underground, and screened from the public right-of-way.*
 - *Fences/Walls. The existing perimeter walls are in suitable condition and no changes are proposed with this project.*
 - *Landscaping. The subject property has a large backyard with mature landscaping that the property owner wishes to keep, but the existing front yard landscaping consists of grass and a mix of plant types, all of which have a faded appearance. No landscaping plan has been prepared for this project, but one will be required as a condition of approval and installation of new, drought tolerant landscaping in the front yard must be complete prior to certificate of occupancy*
 - *Lighting. The project does not include the approval of any lighting. Any future lighting proposals will require separate review and approval as necessary.*
 - *Parking. The project meets the off-street parking requirements of section 19.38.050 of the Duarte Development Code by providing adequate parking with a two-car garage.*
 - *Signs. The project does not include the approval of any signs.*
4. Designed and arranged to provide adequate consideration to ensure the public health, safety, and general welfare, and to prevent adverse effects on neighboring property.

The site is sufficient in size and shape to accommodate the single-family home. The project site is in a residential zone surrounded by other residential uses. The single-family home is suitable for the property and will not create any adverse impacts to the neighborhood.

SECTION 4. The Planning Commission approves Site Plan and Design Review Case 2020-33 based on the findings listed in Section 3 and the conditions of approval listed in “Exhibit A-1”.

APPROVED, AND ADOPTED by the Planning Commission of the City of Duarte at a regular meeting held on the 16th day of February 2021.

Sara Vasquez, Vice-Chairperson
City of Duarte Planning Commission

ATTEST:

Craig Hensley, Community Development Director

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
CITY OF DUARTE

I, Craig Hensley, Community Development Director of the City of Duarte, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Duarte held on February 16, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Craig Hensley, Community Development Director

EXHIBIT A-1
Conditions of Approval
Site Plan & Design Review 2020-33
New Single-Family, Two-Story Residence at 2528 Gardi Street

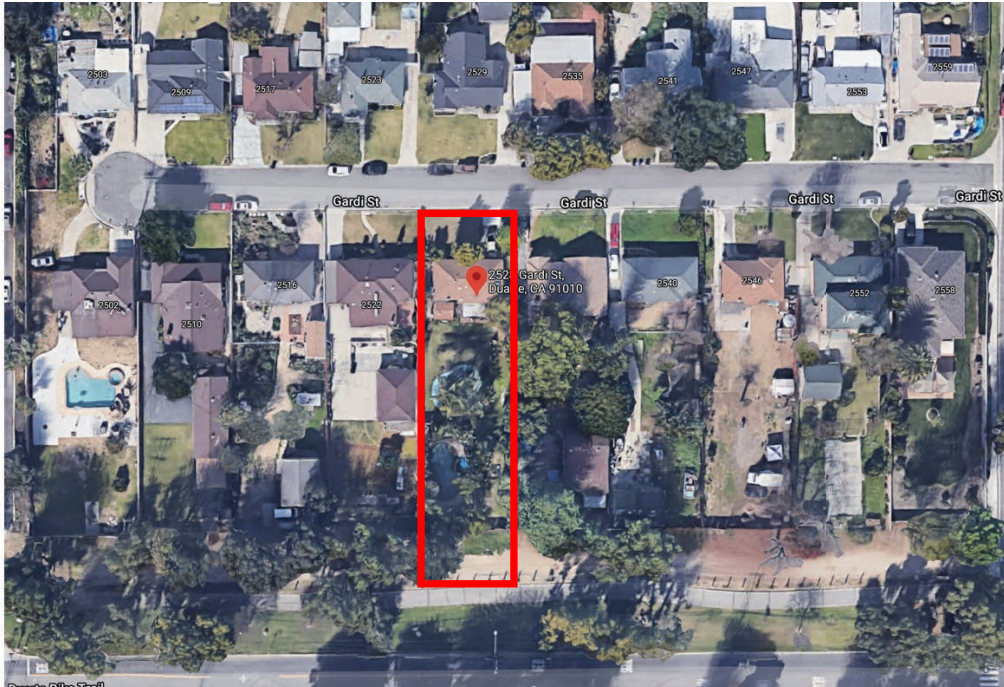
1. This approval is for the construction of a single-family residence located at 2528 Gardi Street, as depicted on the approved plans on file with the Planning Division. The elevations, colors, and materials shall receive final Planning approval prior to Building and Safety plan check.
2. Wrought iron accents shall be applied to the architectural design in a manner that is consistent with Spanish architectural design and subject to the approval of the Community Development Department Director or designee. These accents shall be added to the construction drawings to be submitted to the Building Division for Plan Check.
3. Prior to submission to Plan Check, the plans shall be revised so that the window schedule shall be revised to note the recess depth of each window. The windows that are not deeply recessed shall be recessed two inches.
4. Any new exterior lighting shall be in compliance with Chapter 19.50.070 of the Duarte Development Code, and require approval from the Planning Division prior to installation and/or issuance of building permits. Details (cut-section drawings, manufacture brochure, etc) shall be provided to the Planning Division for review.
5. A landscape and irrigation plan for the front yard shall be submitted to the Planning Division for review and approval prior to permit issuance. All landscaping and irrigation shall comply with Chapter 19.40 (Landscaping) of the Duarte Development Code, including but not limited to being permanently landscaped and irrigated with a variety of drought-tolerant plants, shrubs, and ground cover, and compliance with maintenance and fuel modification requirements. Separate review fees may apply. Prior to the issuance of a Certificate of Occupancy, landscaping and irrigation shall be installed and functional. Landscaping shall be continuously maintained and permanently irrigated at all times.
6. The property owner and/or applicant shall comply with the City's Construction Diversion Program. Prior to the issuance of any permits, the applicant shall submit a Construction Diversion form and required security deposit. Contact the Planning Division for more information.
7. The project shall comply with all the regulations of Chapter 19.10 (Residential Zones) of the Duarte Development Code, including the intent and purpose, permitted uses, development standards, and any other applicable sections.
8. Mechanical equipment and related ducts, vents and other apparatus, including HVAC, shall be screened from public view and must be located inside the structure, attic, or ground mounted. Vents, pipes, caps, hoods, and other roof penetrations that must be installed on the roof shall be painted or finished to match the roof color. Ground mounted

equipment shall be shielded from public view by landscaping and/or screen walls, subject to approval from the Planning Division.

9. All utilities for direct service to the project shall be installed underground and appurtenant utility facilities (e.g. meters, transformers, etc.) concealed from view of the public right-of-way.
10. Any revisions to the site plan, elevations, colors, and materials in addition to those listed as conditions of approval, shall be reviewed and approved by the Planning Division prior to installation; such changes may require review and approval from the Architectural Review Board.
11. Public Works Conditions
 - a. Remove and replace any broken or off-grade curb and gutter along the frontage of 2528 Gardi, as directed by the Public Works Inspector.
 - b. Install one new driveway apron in accordance with Standard Plans for Public Works Construction 110-2.
 - c. Grind and overlay two inches of asphalt/concrete to half the street width along property frontage if cutting into the street is necessary for the upgrade of wet utilities.
 - d. Install LID New Development Requirement as approved by the City Engineer.
 - e. Any existing improvements in the public right-of-way damaged or made off-grade during construction, including but not limited to traffic signals, light standards, aprons, sidewalk, curb ramps, curb, and/or gutter shall be removed and replaced in accordance with appropriate City Standard or as directed by the City Public Works Inspector.
 - f. Storm and/or nuisance water shall be contained on site. Contractor shall comply with NPDES requirements and use BMPs accordingly.
 - g. Remove construction graffiti.
12. Plans and all required plan check fees shall be submitted to the Community Development Department for Building & Safety plan check prior to construction. Approval from Building & Safety shall be obtained prior to the issuance of permits. Construction drawings, including the site plan, elevations, and colors shall be consistent and in substantial compliance with the conceptual approval and any required conditions of the Architectural Review Board.
13. Any and all correction notice(s) generated through the plan check and/or inspection process is/are hereby incorporated by reference as conditions of approval and shall be fully complied with by the owner, applicant, and all agents thereof.
14. Prior to issuing permits, any required school fees shall be paid directly to Duarte Unified School District. Contact Duarte Unified School District for more information.
15. Building permits for this project must be issued within one-year from the date of approval from the Architectural Review Board or the application and approval shall expire.
16. The owner and contractors shall comply with applicable City noise ordinances. Construction activities, deliveries and haul-off will only be permitted from 7:00 a.m. to

7:00 p.m., Monday through Saturday, excluding Federal holidays. No construction related idling of engines or other disturbances shall occur outside of noted work hours.

17. A final inspection shall be made by the Planning Division prior to final of any building permits to ensure that all conditions have been met.
18. The decision of the Planning Commission may be appealed to the City Council within 15 days from the date of the approval letter. Said appeal must be in writing and filed with the City Clerk's office (DMC 19.144) and include all associated fees. The written appeal shall include reasons for the appeal.
19. That by acceptance of the approval of the project by the City, the applicant shall defend, indemnify and hold harmless the City of Duarte and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers and employees to challenge, set aside, void or annul the approval of the project or from any other action pertaining to this application or the granting of approval which may be brought within the time period provided for such actions or challenges under applicable law.





Adjacent house to the east



Adjacent house to the west



House across the street



House across the street, to the west



House across the street, to the east



Two-story house at the end of the block

GUZMAN RESIDENCE

2528 Gardi St, Duarte, CA 91010

GENERAL NOTES - PUBLIC WORKS

- REMOVE AND REPLACE ANY BROKEN OR OFF- GRADE CURB AND GUTTER ALONG THE FRONTAGE OF 2528 GARDI STREET AS DIRECTED BY THE CITY PUBLIC WORKS INSPECTOR. ANY EXISTING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY DAMAGED OR MADE OFF GRADE DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNALS, LIGHT STANDARDS, APRONS, SIDEWALK, CURB, RAMPS, CURB, AND/OR GUTTER SHALL BE REMOVED AND REPLACED IN ACCORDANCE WITH THE APPROPRIATE CITY STANDARDS OR AS DIRECTED BY THE CITY PUBLIC WORKS INSPECTOR. STORM AND/OR NUISANCE WATER SHALL BE CONTAINED ON SITE. CONTRACTOR SHALL COMPLY WITH ALL NPDES REQUIREMENTS AND USE BMP'S ACCORDINGLY. COMPLY WITH ALL DIVERSION DEPOSIT REQUIREMENTS. THE DEPOSIT MUST BE PAID PRIOR TO ISSUANCE OF A PERMIT AND WILL BE REFUNDED UPON CONFIRMATION THAT AT LEAST 65% OF THE WASTE GENERATED BY THE PROJECT, WAS DIVERTED PROPERLY DROM LANDFILLS.
- REMOVE CONSTRUCTION GRAFFITI.
- GRIND AND OVERLAY 2" AC TO HALF STREET WIDTH ALONG PROPERTY FRONTAGE AS DIRECTED BY THE PUBLIC WORKS INSPECTOR.
- INSTALL LID NEW DEVELOPMENT REQUIREMENT AS APPROVED BY THE CITY ENGINEER.

FLOOR AREA				
DESCRIPTION	EXISTING	NEW	EXEMPT	TOTAL
FIRST FLOOR	S.F.	1,696 S.F.	S.F.	1,696 S.F.
SECOND FLOOR	S.F.	703 S.F.	S.F.	703 S.F.
	S.F.	S.F.	S.F.	S.F.
	TOTAL RFA			2,399 S.F.

LOT COVERAGE TABLE				
MAX LOT COVERAGE		xx %		
LOT SIZE		12,170 S.F.		
MAX ALLOWED		xx S.F.		
	EXISTING	NEW	EXEMPT	TOTAL
RESIDENCE	S.F.	1,696 S.F.	S.F.	1,696 S.F.
GARAGE	S.F.	566 S.F.	S.F.	566 S.F.
COVERED PATIO	S.F.	470 S.F.	S.F.	470 S.F.
TOTAL COVERAGE				2,732 S.F.
ACTUAL LOT COVERAGE				22 %

PROJECT DIRECTORY

ARCHITECT 821 LIME AVE
LONG BEACH CA 90813
TEL: 626.375.3073

PROJECT ARCHITECT:
MICHAEL SONG
E: MICHAEL.STUDIOMA@GMAIL.COM

PROJECT DATA

ADDRESS 2528 Gardi St,
Duarte,
CA 91010

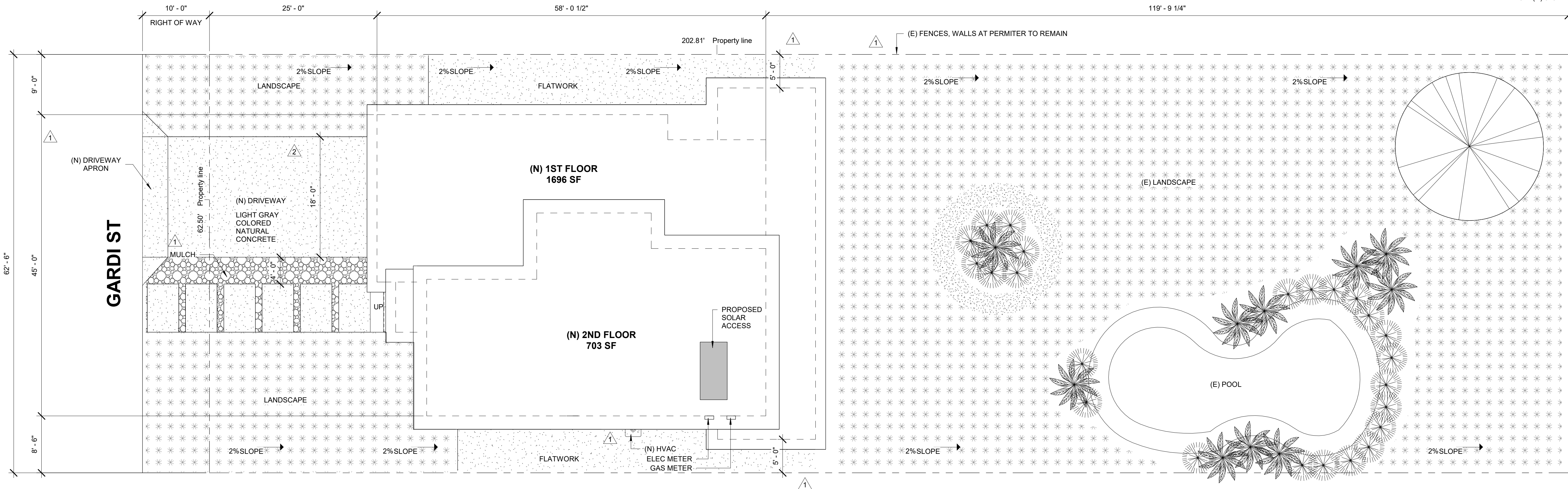
OWNER CARLOS AND CHRISTINE GUZMAN
MAMA.GUZMAN@YAHOO.COM
(626)-377-7040

APN 8602008026
LEGAL DESCRIPTION TRACT #15056 LOT 90

TYPE OF CONSTRUCTION TYPE V-B
OCCUPANCY GROUP SFR
ZONING DUR17500
NUMBER OF STORIES 2
BUILDING HEIGHT 23'-0"
SPRINKLED NO

PROJECT SCOPE

- (N) 2,399 SF SFR, CONSISTS OF 4 BED, 3 1/2 BATH, LIVING AND DINING.
 - (N) 1,696 SF FIRST FLOOR
 - (N) 703 SF SECOND FLOOR
- (N) 566 SF 2 CAR GARAGE
- (N) 528 SF COVERED PATIO



LEGEND - SITE

- (E) DWELLING
- (N) ADDITION
- AREA OF REMODEL
- CONCRETE
- GRASS/TURF
- PLANTER AREA

1 Site Plan
1/8" = 1'-0"

SYMBOLS LEGEND

- NORTH ARROW
- DOOR TAG
- WINDOW TAG
- ROOM NAME AND NUMBER
- 2% SLOPE
- FLOW LINE
- REVISION TAG
- SUPPLY REGISTER
- RETURN AIR
- ELEVATION MARK
- REF. BUBLE
- SECTION TAG
- INTERIOR ELE TAG
- EXTERIOR ELE TAG
- TV Coaxial
- Cat 5, Home run to entertainment center
- Duplex outlet
- GFCI Duplex Outlet
- Switch
- 3 Way Switch
- Switch W/ Dimmer
- Electrical Panel
- Speaker
- Garbage Disposal

SYMBOLS LEGEND - ELECTRICAL

- J-BOX, PROVIDE BRACING FOR HEAVY WEIGHT LIGHT FIXTURE AS REQUIRED OR IF NECESSARY.
- RECESSED 4" LED DOWNLIGHT #ELD44ICA FROM 'ELCO LIGHTING'
- RECESSED 4" LED DOWNLIGHT - WET RATED #ELD44ICA FROM 'ELCO LIGHTING'
- WALL SCONCE; OWNER TO PROVIDE, CONTRACTOR TO INSTALL
- WALL SCONCE; EXTERIOR RATED OWNER TO PROVIDE, CONTRACTOR TO INSTALL
- EXHAUST FAN W/ 5 AIR CHANGES PER HOUR MIN. 50 CFM REQUIRED
- EXHAUST FAN W/ 5 AIR CHANGES PER HOUR MIN. 100 CFM
- COMBINATION SMOKE AND CARBON MONOXIDE DETECTOR.
- SMOKE DETECTOR.
- EXIT SIGN

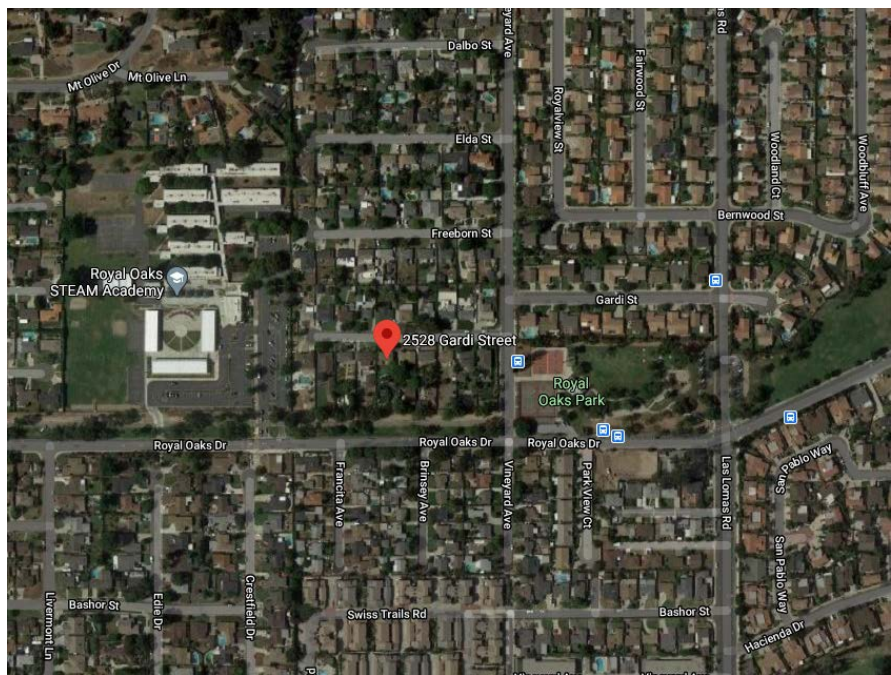
BUILDING CODE

2017 LABC/LARC

- 2019 CALIFORNIA BUILDING CODE (CBC): PART 2, TITLE 24, CCR, BASED ON THE 2015 INTERNATIONAL BUILDING CODE (IBC)
- 2019 CALIFORNIA RESIDENTIAL CODE: PART 2, TITLE 24, CCR, BASED ON THE 2015 INTERNATIONAL BUILDING CODE (IBC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC): PART 4, TITLE 24, CCR, BASED ON THE 2015 UNIFORM MECHANICAL CODE (UMC)
- 2019 CALIFORNIA PLUMBING CODE (CPC): PART 5, TITLE 24, CCR, BASED ON THE 2015 UNIFORM PLUMBING CODE (UPC)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC): PART 3, TITLE 24, CCR, BASED ON THE 2014 NATIONAL ELECTRICAL CODE (NEC)
- 2019 CALIFORNIA FIRE CODE (CFC): PART 9, TITLE 24, CCR, BASED ON THE 2015 INTERNATIONAL FIRE CODE (IFC)
- CALGREEN: 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE - PART 11, TITLE 24, CBSC
- ENERGY CODE: 2019 CALIFORNIA ENERGY CODE - PART 6, TITLE 24, CCR
- 2019 CALIFORNIA FIRE CODE(CFC): PART 9, TITLE 24, CCR, BASED ON THE 2015 INTERNATIONAL FIRE CODE (IFC)
- LIFE SAFETY CODE: 2000 NFPA 101 LIFE SAFETY CODE
- ACCESSIBILITY CODE: CHAPTER 11/11B, 2019 CBC AND 2010 ADA (28 CFR PART 36)

GENERAL NOTES - SITE PLAN

- G.C. TO VERIFY ALL EXISTING DIMENSION AND CONDITIONS. THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BYPRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS OR WASTEWATER GENERATED ON CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.
- THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (PEOPER POLES, PULL-BOXES, TRANSFORMERS, VAULTS, PUMPS, VALVES, METERS, APPURTENANCES ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES-WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY. FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.
- LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM THE FOUNDATION WALLS. THE GRADE SHALL FALL A MIN. OF 6" WITHIN THE FIRST 10' (5%) WHERE LOT LINES, WALLS, SLOPES OR OTHER PHYSICAL BARRIER PROHIBIT 6" OF FALL WITHIN 10'. DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE [CRC R401.3].
- IMPERVIOUS SURFACES WITHIN 10' OF THE BUILDING FOUNDATION SHALL BE SLOPED A MIN OF 2% AWAY FROM THE BUILDING [CRC R401.3 EXCEPTION].



0 VICINITY MAP
1/4" = 1'-0"

DRAWING SHEET INDEX

Sheet Number	Sheet Name
G0-03	ADDITIONAL NOTES
G0-04.2	TITLE 24
G0-01	SITE PLAN
G0-02	GENERAL NOTES
G0-04.1	TITLE 24
ARCHITECTURAL	
A1-01	EXISTING/ DEMO PLAN
A2-01	FIRST FLOOR PLAN
A2-02	SECOND FLOOR PLAN
A2-05	ROOF PLAN
A3-01	BUILDING SECTIONS
A4-01	ELEVATIONS
STRUCTURAL	
S-0	SEE STRUCTURAL

SITE PLAN

GUZMAN RESIDENCE
2528 Gardi St, Duarte,
CA 91010



Project number \$LB1708
Date Issue Date
Drawn by Author
Checked by Checker

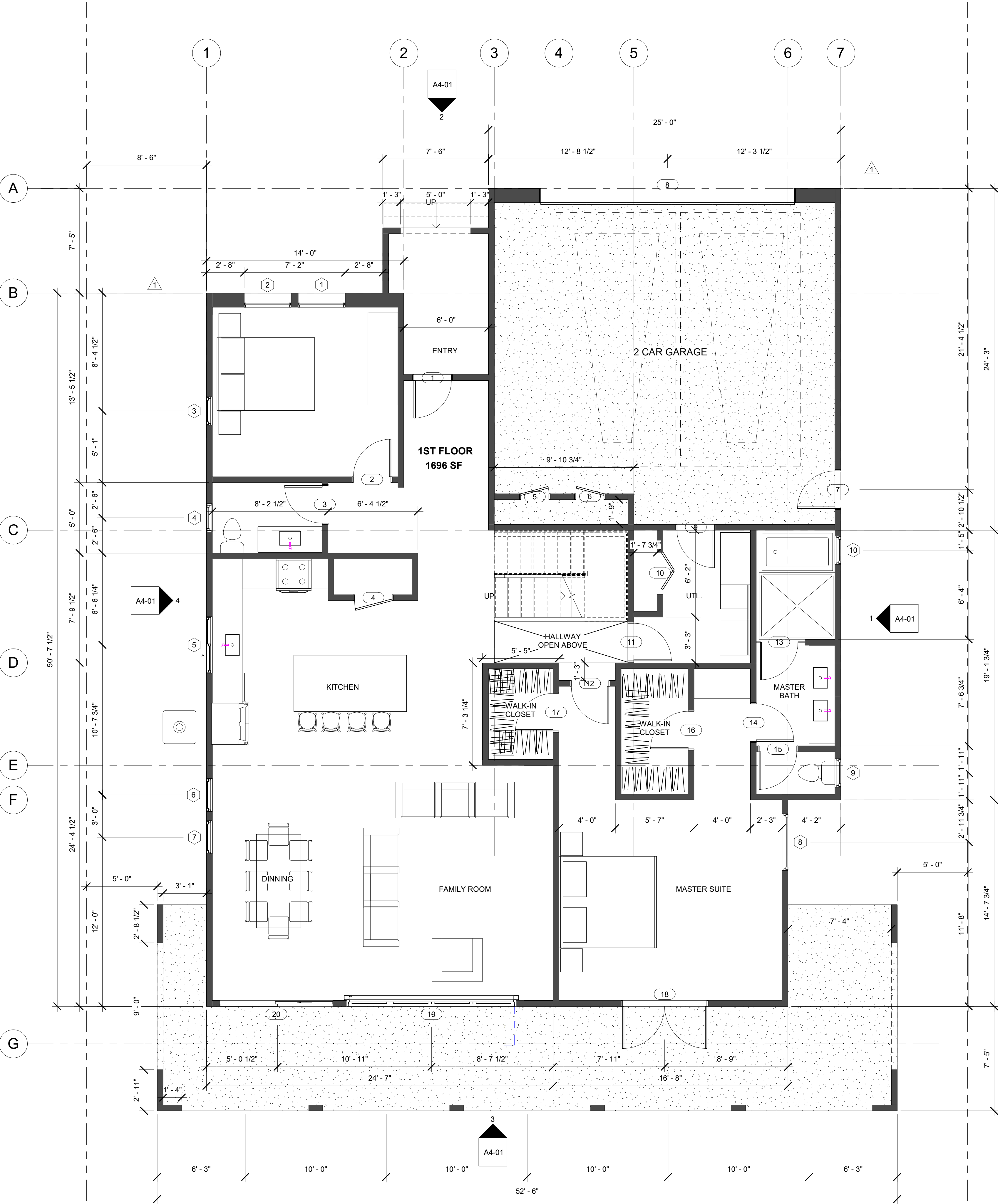
G0-01

Scale As indicated



ARCHITECTURE
DESIGN
821 Lime Ave
Long Beach CA
90813
626.375.3073

No.	Description	Date
1	Planning Comments	10/27/20
2	Planning Comments	12/11/20



1 First Floor
1/4" = 1'-0"

KEYNOTE	
KEY #	NOTE

GENERAL NOTES - FLOOR PLAN

- ALL NEW ELECTRICAL OUTLETS IN WET AREAS WILL BE GFCI AND PROVIDE ARC-FAULT RECEPTACLES AND TAMPER PROOF.
- CLOTHES DRYER SHALL HAVE COMBUSTIBLE AIR FLOW AND REUSE (E) EXHAUST FAN.
- G.C. TO VERIFY ALL EXISTING DIMENSION AND CONDITIONS.
 - SMOKE DETECTORS SHALL BE PROVIDED AS FOLLOWS:
IN NEW CONSTRUCTION SMOKE DETECTORS SHALL RECEIVE THEIR PRIMARY POWER SOURCE FROM THE BUILDING WIRING AND SHALL BE EQUIPPED WITH BATTERY BACKUP AND LOW BATTERY SIGNAL.
 - IN EXISTING CONSTRUCTION, SMOKE DETECTORS MAY BE BATTERY OPERATED, INSTALLED IN LOCATION AS SPECIFIED ABOVE.
- WATER HEATER MUST BE STRAPPED TO WALL.
- ALL TILE TO BE INSTALLED PER TILE INSTITUTE OF AMERICA SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, SEALED GROUT JOINTS AND FLEXIBLE SEALANT (COLOR TO MATCH GROUT) AT TRANSITIONS FROM VERTICAL TO HORIZONTAL SURFACES.
- AUTOMATIC GARAGE DOOR OPENERS, IF PROVIDED, SHALL BE LISTED IN ACCORDANCE WITH UL325.
- PLUMBING FIXTURE ARE REQUIRED TO BE CONNECTED TO A SANITARY SEWER OR TO AN APPROVED SEWAGE DISPOSAL SYSTEM.
- KITCHEN SINKS, LAVATORIES, BATHTUBS, SHOWERS, BIDETS, LAUNDRY TUBS, AND WASHING MACHINE OUTLETS SHALL BE PROVIDED WITH HOT AND COLD WATER AND CONNECTED TO AN APPROVED WATER SUPPLY. ALL INTERIOR AND EXTERIOR STAIRWAYS SHALL BE ILLUMINATED.
- HEATER SHALL BE CAPABLE OF MAINTAINING A MINIMUM ROOM TEMPERATURE OF 68F AT A POINT 3 FEET ABOVE THE FLOOR AND 2 FEET FROM THE EXTERIOR WALLS IN ALL HABITABLE ROOMS AT THE DESIGN TEMPERATURE.
- WALL, FLOOR AND CEILING SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN CBC T803.11.
- ALL NEW AND EXISTING GAS METER TO HAVE INSTALLED AN EARTHQUAKE GAS SHUT-OFF VALVE.

WALL TYPE LEGEND

- NEW WALL
- EXISTING WALL
- DEMO WALL
- REPAIR WALL

LEVEL 1 SUSTAINABLE DEVELOPMENT PRACTICES

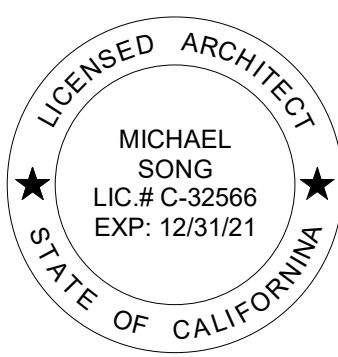
SECTION	TITLE	ACTION
19.52.030.A	CONSTRUCTION AND DEMOLITION WASTE: COMPLIANCE WITH CHAPTER 6.10 OF THE MUNICIPAL CODE	BY CONTACTOR
19.52.030.B	CONSTRUCTION AND RECYCLABLE MATERIALS: COMPLIANCE WITH CHAPTER 6.09 OF THE MUNICIPAL CODE	BY CONTACTOR
19.52.040.B.1	SOLAR ENERGY SYSTEMS - PROTECTION OF SOLAR ACCESS	G0-01 SITE PLAN. NO VEGETATION NEAR SOLAR ACCESS.
19.52.040.B.2	SOLAR ENERGY SYSTEMS - SOLAR ENERGY SYSTEMS STANDARDS	NO SOLAR PANEL PROPOSED
19.52.040.C	ENERGY-EFFICIENCY: COMPLY WITH TITLE 24 OF STATE BUILDING CODE	BY TITLE 24 REPORT
19.52.040.C.3.a	ENERGY-EFFICIENT OUTDOOR LIGHTING - LOWER ENERGY RATED	ALL NEW DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF CHAPTER 19.50.070 (OUTDOOR LIGHTING).
19.52.040.D	HEAT ISLAND EFFECT	LIGHT GRAY COLORED NATURAL CONCRETE WILL BE USED.
19.52.050.A	LANDSCAPING EFFICIENCY (SEE CHAPTER 19.40, LANDSCAPING)	LANDSCAPING WATER EFFICIENCY. PROJECTS SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF SECTION 19.40.120 (WATER-EFFICIENT LANDSCAPE WORKSHEET) AND SECTION 19.40.220 (LANDSCAPE IRRIGATION AND MAINTENANCE).
19.52.060.A	GENERAL URBAN WATER RUNOFF AND DRAINAGE REQUIREMENTS	BY CONTACTOR
19.52.060.B	URBAN WATER RUNOFF REQUIREMENTS FOR CONSTRUCTION SITES	BY CONTACTOR
19.52.080.B	TRANSPORTATION DEMAND MANAGEMENT	N/A



No.	Description	Date
1	Planning Comments	10/27/20

GUZMAN RESIDENCE
2528 Gardi St, Duarte,
CA 91010

FIRST FLOOR
PLAN

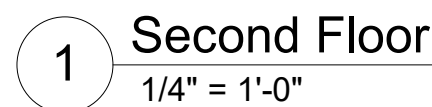


Project number	SLB1708
Date	Issue Date
Drawn by	Author
Checked by	Checker

A2-01

Scale As indicated

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03-Door Schedule						
DOOR TAG	WIDTH	HEIGHT	DOOR TYPE	Finish	Level	NOTES
1	2' - 8"	6' - 8"	SWING	BLACK STAINED	First Floor	
2	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
3	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
4	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
5	2' - 0"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
6	2' - 0"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
7	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
8	18' - 0"	7' - 0"	Garage	PAINTED ALUMINUM BLACK	First Floor	
9	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
10	3' - 0"	6' - 8"	BI-Fold	NATURAL WOOD STAIN	First Floor	
11	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
12	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
13	2' - 8"	6' - 8"	Frameless Glass	GLASS	First Floor	
14	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
15	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
16	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
17	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	First Floor	
18	6' - 0"	6' - 8"	FRENCH	BLACK FRAME	First Floor	
19	12' - 0"	6' - 8"	Slider	BLACK FRAME	First Floor	
20	8' - 0"	6' - 8"	Slider	BLACK FRAME	First Floor	
21	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	Second Floor	
22	6' - 0"	6' - 8"	SLIDER CLOSET	NATURAL WOOD STAIN	Second Floor	
23	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	Second Floor	
24	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	Second Floor	
25	6' - 0"	6' - 8"	SLIDER CLOSET	NATURAL WOOD STAIN	Second Floor	
26	2' - 8"	6' - 8"	SWING	NATURAL WOOD STAIN	Second Floor	

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1/7/2021 11:48:36 AM

GENERAL NOTES - ROOF PLAN

- THE REPLACEMENT OF THE ROOF SHALL BE CONDUCTED IN SUCH A MANNER AS TO PROTECT THE EXISTING DWELLING UNIT AND ALL OF ITS CONTENTS IN THEIR ENTIRETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSE DURING THE PERFORMANCE OF THEIR CONTRACT WORK.
- FIELD VERIFY SIZE AND LOCATION OF ALL EXISTING MECHANICAL UNITS, ROOF CURBS, ROOF DRAINS, SCUPPERS, SKYLIGHTS AS WELL AS ANY AND ALL OTHER PENETRATIONS OR ROOF ACCESSORIES AND INSTALL NEW ROOF AS REQUIRED TO ACCOMMODATE ACCESSORIES AND CREATE A WATER TIGHT SEAL OVER ENTIRE ROOF.
- REFER TO ROOFING MANUFACTURES WRITTEN INSTRUCTIONS AND DETAILS FOR ROOFING SYSTEM INSTALLATION. CONTRACTOR TO PROVIDE COMPLETE ROOFING PACKAGE PER MANUFACTURERS RECOMMENDATIONS.

ATTIC VENTILATION TABLE					
AREA	VENT AREA @150/S.F.	VENT TYPE	CAPASITY	QTY	TOTAL VENT AREA
- S.F.	S.F.	14X5 SOFFIT VENT	.3 S.F.		S.F.
		14" DIA. ROOF VENT	1 S.F.		S.F.
		22" DIA. GABLE VENT	.3 S.F.		S.F.
		24" REC.GABLE VENT	1 S.F.		S.F.
TOTAL VENT AREA PROVIDED					- S.F.



Eagle tile roof
Fire - Class A
ICC# 1900
LARR# 25021

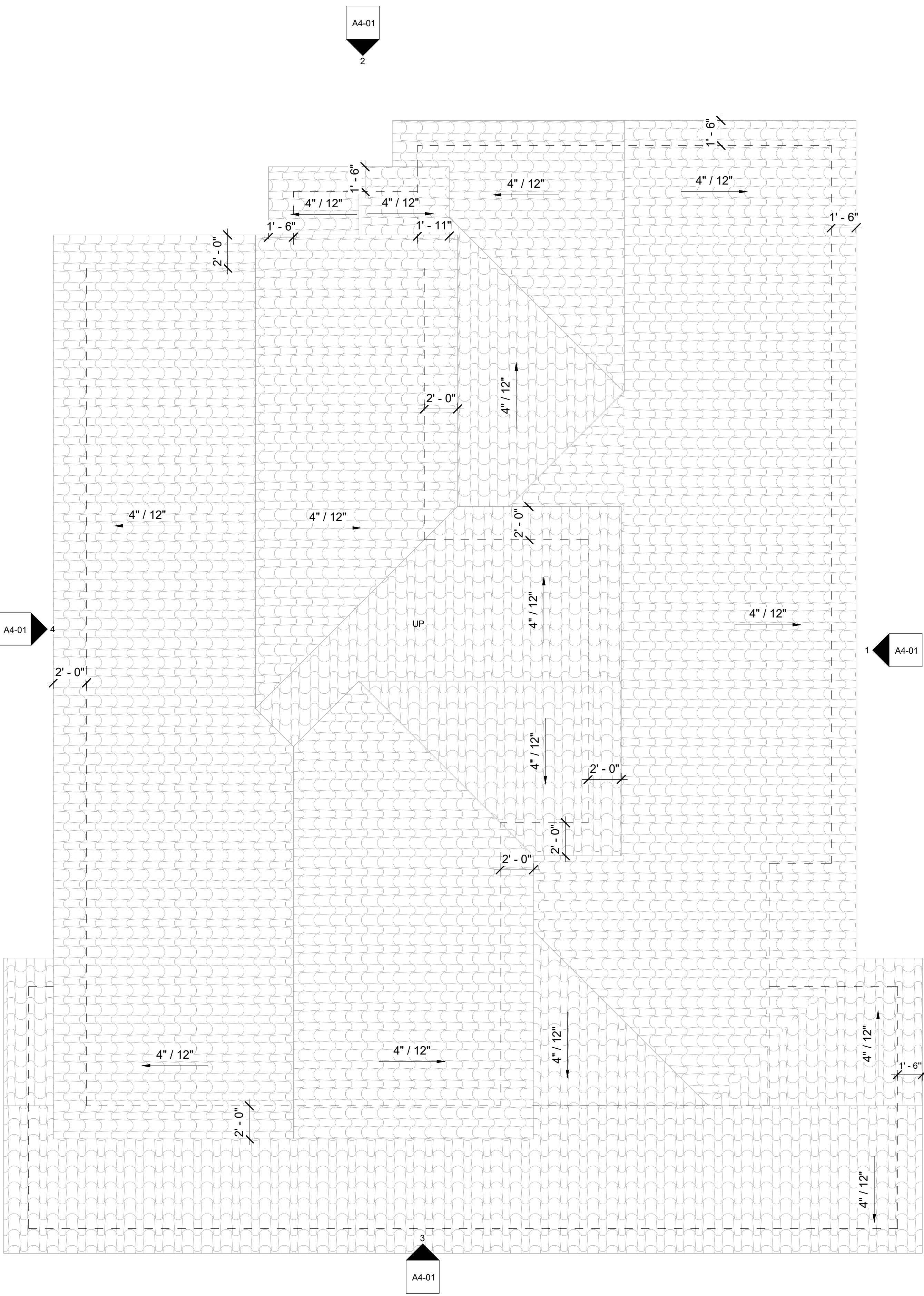
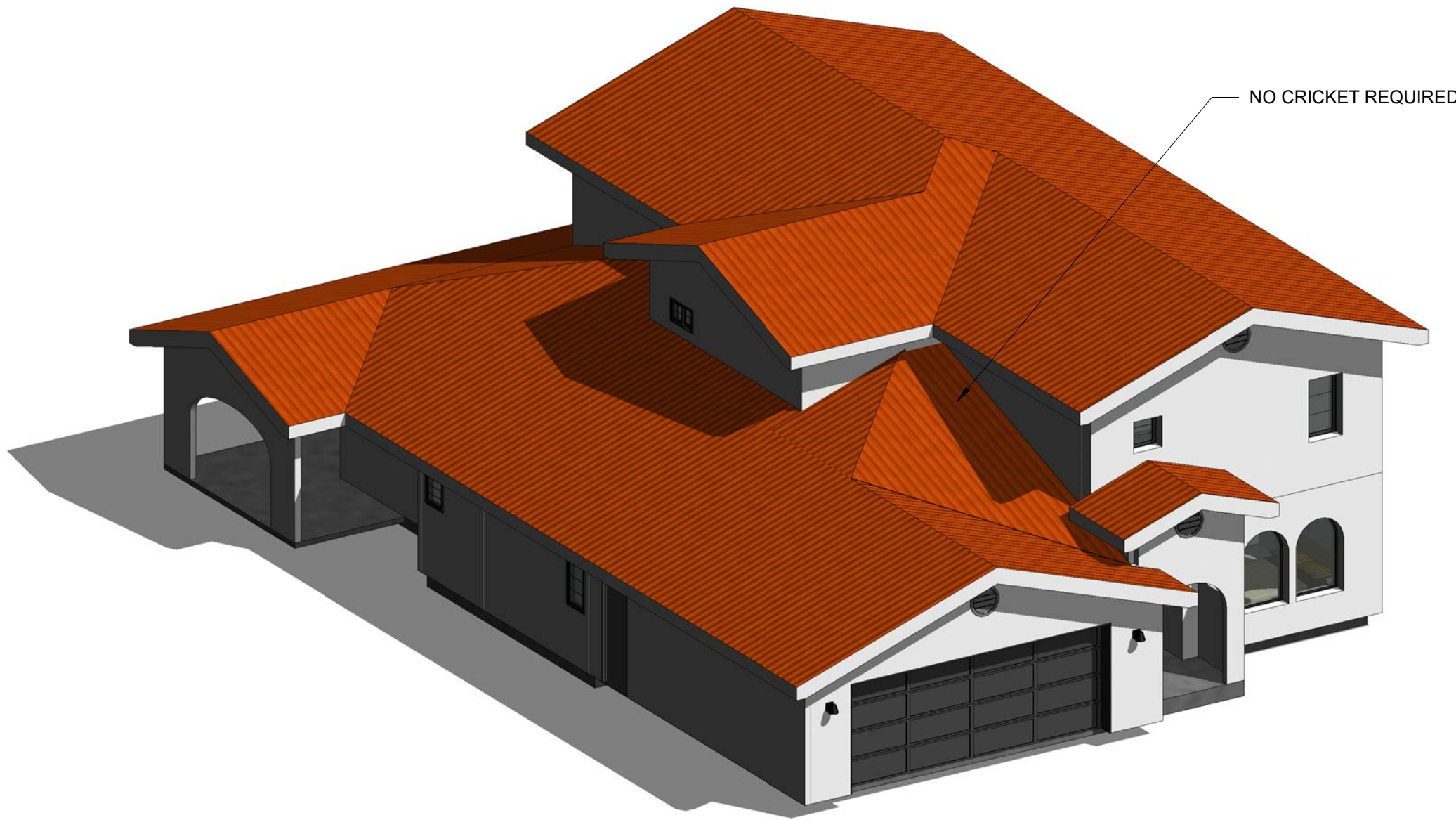
Profile: Capistrano

Color Description: Hues of Terracotta, Gold Flashed

Regions Available: northern-california(SS) southern-california(SS) florida(SS) hawaii(SS) intermountain(SS) southwest(SS)

*Color bonded/slurry tiles not recommended in locales subject to repeated freeze-thaw cycles.

Ref	Aged Ref. (3 yr)	EMI	Aged EMI. (3 yr)	SRI	Aged SRI (3 yr)	CRRC
0.37	.32*	0.92	PENDING	42	35	0918-0002



1 ROOF 3D VIEW

3 Roof Plan
1/4" = 1'-0"

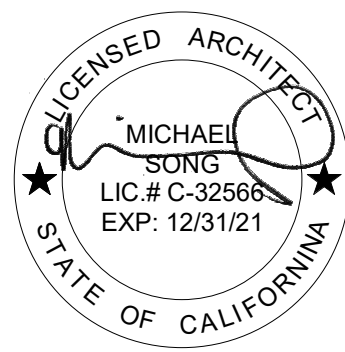


ARCHITECTURE
DESIGN
821 Lime Ave
Long Beach CA
90813
626.375.3073

No.	Description	Date
1	Planning Comments	10/27/20

GUZMAN RESIDENCE
2528 Gardi St, Duarte,
CA 91010

ROOF PLAN



Project number	\$LB1708
Date	Issue Date
Drawn by	Author
Checked by	Checker

A2-05

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[illegible]

1. G.C TO VERIFY ALL EXISTING DIMENSION AND CONDITIONS
2. UNDER FLOOR VENTILATION SHALL BE NOT LESS THAN 1/150 OF UNDER FLOOR AREA.
3. ATTIC VENTILATION OF 1/150 OF THE AREA OF VENTILATED SPACE WILL BE PROVIDED.
4. GLAZING IN HAZARDOUS LOCATIONS SHALL BE TEMPERED.
5. GLAZING IN INGRESS AND EGRESS DOORS TO BE TEMPERED GLAZING.
 - A. PANELS IN SLIDING AND SWINGING DOORS TO BE TEMPERED GLAZING.
 - B. DOORS AND ENCLOSURE FOR HOTTUB, BATHTUB, SHOWERS DOORS TO BE TEMPERED GLAZING.
 - C. PROVIDE TEMPERED GLAZING IF WITHIN 2' OF VERTICAL EDGE OF A CLOSED DOOR AND WITHIN 5' OF STANDING SURFACE.
6. THE HIGHEST POINT OF THE ROOF, EQUIPMENT, OR ANY VENT, PIPE, ANTENNA OR OTHER PROJECTION SHALL NOT EXCEED THIRTY FEET ABOVE GRADE.
7. PROTECTION OF WOOD AND WOOD BASED PRODUCTS FROM DECAY SHALL BE PROVIDED IN THE LOCATIONS SPECIFIED PER SECTION R317.1 BY THE USE OF NATURALLY DURABLE WOOD OR WOOD THAT IS PRESERVATIVE-TREATED IN ACCORDANCE WITH AWPA U1 FOR THE SPECIES, PRODUCTS, PRESERVATIVE AND END USE. PRESERVATIVES SHALL BE LISTED IN SECTION 4 OF AWPA U1.

PROVIDE "VANDL-GUARD" ANTI AFRAFITTI COATING
LARR# 25060

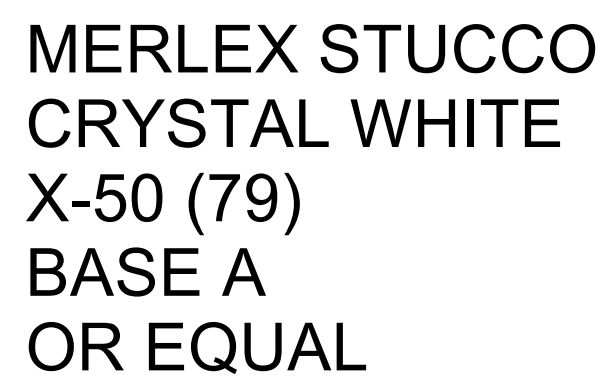
GENERAL CONTRACTOR SHALL VERIFY THE FINAL WINDOW SIZES PRIOR TO ORDER DOORS AND WINDOWS AND SHALL VERIFY THE MIN. REQUIREMENT FOR EGRESS. BASE PACKAGES DO NOT ALWAYS INCLUDE WINDOW TYPES. GENERAL CONTRACTOR SHALL VERIFY WITH OWNER THE FINAL WINDOW TYPE PRIOR TO ORDERING.

A close-up photograph of a single terracotta roof tile, showing its characteristic wavy, overlapping shape and reddish-brown color. The tile is set against a plain white background.

Eagle tile roof
Fire - Class A
ICC# 1900
LARR# 25021

**Color bonded/slurry tiles not recommended in locales subject to repeated freeze-thaw cycles.*

Ref	Aged Ref. (3 yr)	EMI	Aged EMI. (3 yr)	SRI	Aged SRI (3 yr)	CRRC
0.37	.32*	0.92	<i>PENDING</i>	42	35	0918-0002



GUZMAN RESIDENCE
2528 Gardi St, Duarte,
CA 91010

ELEVATIONS



Project number	\$LB1708
Date	Issue Date
Drawn by	Author
Checked by	Checker

A4-01

ale	As indicated
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1/7/2021, 11:48:42 AM

RESOLUTION PC 2021-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUARTE DETERMINING THAT THE PROPOSED CONSTRUCTION OF A NEW SINGLE-FAMILY TWO-STORY HOME LOCATED WITHIN THE R-1A SINGLE-FAMILY RESIDENTIAL ZONE AT 2528 GARDI STREET MEETS THE REQUIRED FINDINGS UNDER DUARTE DEVELOPMENT CODE SECTION 19.122.050(E) AND CONFORMS TO THE APPLICABLE STANDARDS IN DUARTE DEVELOPMENT CODE SECTIONS 19.122.040 & 19.44.010 AND THUS APPROVES SITE PLAN AND DESIGN REVIEW CASE 2020-33, SUBJECT TO CONDITIONS

WHEREAS, Table 7-2 listed in Section 19.122.030.B of the Duarte Development Code requires a recommendation from the Architectural Review Board and approval from the Planning Commission for new two-story residential construction; and

WHEREAS, on February 8, 2021, the Architectural Review Board reviewed the plans for SPDR 2020-33 and recommended approval to the Planning Commission subject to conditions; and

WHEREAS, the Planning Commission of the City of Duarte ("Planning Commission") has considered the project proposal, which provides, among other provisions, for the demolition of existing single-family single-story residence and the construction of a single-family two-story residence located at 2528 Gardi Street; and

WHEREAS, the Planning Commission has considered the analysis and recommendation provided in the staff report and all of the information, evidence and public testimony received at the public meeting held on February 16, 2021.

NOW THEREFORE, the Planning Commission of the City of Duarte resolves as follows:

SECTION 1. That the Planning Commission approves Resolution PC 2021-01 with conditions of approval "Exhibit A" for the demolition of an existing single-family single-story home and the construction of a new single-family two-story home located at 2528 Gardi Street.

SECTION 2. All of the facts set forth in the Recitals of this Resolution are true and correct and incorporated herein by this reference.

SECTION 3. The Planning Commission finds and determines as follows, findings for Site Plan and Design Review, as set forth in DDC Section 19.122.050 (E), as the proposed development is:

1. Consistent with the General Plan and is in compliance with all applicable provisions of the Duarte Development Code and all other City ordinances and regulations;

The project conforms to the goals and objectives of the General Plan and the regulations of Chapter 19.10 (Residential Zones), including the intent and purpose, permitted uses, and other development standards. Furthermore, the project conforms to General Plan land use policy 1.1.2 by encouraging the development of a mix of housing types and densities to ensure a variety of housing to accommodate a range of tastes and incomes.

2. To be constructed on a parcel that is adequate in shape, size, topography, and other circumstances to accommodate the proposed development:

The lot is approximately 12,170 square feet, which is adequate for the construction of single-family home of this size and style, as shown on the project proposal. Furthermore, the new home meets the development standards of the Duarte Development Code.

3. In compliance with the applicable criteria specified in Subsection 19.122.040(D), and the site is suitable for the proposed development; and
 - a. *Compatibility. The project development has been designed in a manner that will provide a visual enhancement and improvement to the property and residential community. It complies with the requirements outlined in the R-1A zone and is consistent with the design of the existing homes within the surrounding neighborhood.*
 - b. *Architectural Design and Detail. The project is inspired by a Spanish architectural style and contains a variety of features and elements that are consistent with the proposed style. A combination of colors and materials, and architectural details all help create a visual enhancement to the surrounding neighborhood. Additionally, the two-story element of the design is behind one story elements such as the garage and entry porch, which graduate the massing of the home from the street, all of which helps this two-story design better fit into the neighborhood.*
 - c. *Landscape, Lighting, Parking, Signs, and Other Design Details.*
 - *Equipment and Utilities. All new service and utilities will be installed in a manner that screens them from the public right-of-way. New equipment will be installed within attic area or ground-mounted in rear or side yard areas, or underground, and screened from the public right-of-way.*
 - *Fences/Walls. The existing perimeter walls are in suitable condition and no changes are proposed with this project.*
 - *Landscaping. The subject property has a large backyard with mature landscaping that the property owner wishes to keep, but the existing front yard landscaping consists of grass and a mix of plant types, all of which have a faded appearance. No landscaping plan has been prepared for this project, but one will be required as a condition of approval and installation of new, drought tolerant landscaping in the front yard must be complete prior to certificate of occupancy*
 - *Lighting. The project does not include the approval of any lighting. Any future lighting proposals will require separate review and approval as necessary.*
 - *Parking. The project meets the off-street parking requirements of section 19.38.050 of the Duarte Development Code by providing adequate parking with a two-car garage.*
 - *Signs. The project does not include the approval of any signs.*
4. Designed and arranged to provide adequate consideration to ensure the public health, safety, and general welfare, and to prevent adverse effects on neighboring property.

The site is sufficient in size and shape to accommodate the single-family home. The project site is in a residential zone surrounded by other residential uses. The single-family home is suitable for the property and will not create any adverse impacts to the neighborhood.

SECTION 4. The Planning Commission approves Site Plan and Design Review Case 2020-33 based on the findings listed in Section 3 and the conditions of approval listed in “Exhibit A-1”.

APPROVED, AND ADOPTED by the Planning Commission of the City of Duarte at a regular meeting held on the 16th day of February 2021.

Sara Vasquez, Vice-Chairperson
City of Duarte Planning Commission

ATTEST:

Craig Hensley, Community Development Director

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
CITY OF DUARTE

I, Craig Hensley, Community Development Director of the City of Duarte, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Duarte held on February 16, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Craig Hensley, Community Development Director

EXHIBIT A-1
Conditions of Approval
Site Plan & Design Review 2020-33
New Single-Family, Two-Story Residence at 2528 Gardi Street

1. This approval is for the construction of a single-family residence located at 2528 Gardi Street, as depicted on the approved plans on file with the Planning Division. The elevations, colors, and materials shall receive final Planning approval prior to Building and Safety plan check.
2. Wrought iron accents shall be applied to the architectural design in a manner that is consistent with Spanish architectural design and subject to the approval of the Community Development Department Director or designee. These accents shall be added to the construction drawings to be submitted to the Building Division for Plan Check.
3. Prior to submission to Plan Check, the plans shall be revised so that the window schedule shall be revised to note the recess depth of each window. The windows that are not deeply recessed shall be recessed two inches.
4. Any new exterior lighting shall be in compliance with Chapter 19.50.070 of the Duarte Development Code, and require approval from the Planning Division prior to installation and/or issuance of building permits. Details (cut-section drawings, manufacture brochure, etc) shall be provided to the Planning Division for review.
5. A landscape and irrigation plan for the front yard shall be submitted to the Planning Division for review and approval prior to permit issuance. All landscaping and irrigation shall comply with Chapter 19.40 (Landscaping) of the Duarte Development Code, including but not limited to being permanently landscaped and irrigated with a variety of drought-tolerant plants, shrubs, and ground cover, and compliance with maintenance and fuel modification requirements. Separate review fees may apply. Prior to the issuance of a Certificate of Occupancy, landscaping and irrigation shall be installed and functional. Landscaping shall be continuously maintained and permanently irrigated at all times.
6. The property owner and/or applicant shall comply with the City's Construction Diversion Program. Prior to the issuance of any permits, the applicant shall submit a Construction Diversion form and required security deposit. Contact the Planning Division for more information.
7. The project shall comply with all the regulations of Chapter 19.10 (Residential Zones) of the Duarte Development Code, including the intent and purpose, permitted uses, development standards, and any other applicable sections.
8. Mechanical equipment and related ducts, vents and other apparatus, including HVAC, shall be screened from public view and must be located inside the structure, attic, or ground mounted. Vents, pipes, caps, hoods, and other roof penetrations that must be installed on the roof shall be painted or finished to match the roof color. Ground mounted

equipment shall be shielded from public view by landscaping and/or screen walls, subject to approval from the Planning Division.

9. All utilities for direct service to the project shall be installed underground and appurtenant utility facilities (e.g. meters, transformers, etc.) concealed from view of the public right-of-way.
10. Any revisions to the site plan, elevations, colors, and materials in addition to those listed as conditions of approval, shall be reviewed and approved by the Planning Division prior to installation; such changes may require review and approval from the Architectural Review Board.
11. Public Works Conditions
 - a. Remove and replace any broken or off-grade curb and gutter along the frontage of 2528 Gardi, as directed by the Public Works Inspector.
 - b. Install one new driveway apron in accordance with Standard Plans for Public Works Construction 110-2.
 - c. Grind and overlay two inches of asphalt/concrete to half the street width along property frontage if cutting into the street is necessary for the upgrade of wet utilities.
 - d. Install LID New Development Requirement as approved by the City Engineer.
 - e. Any existing improvements in the public right-of-way damaged or made off-grade during construction, including but not limited to traffic signals, light standards, aprons, sidewalk, curb ramps, curb, and/or gutter shall be removed and replaced in accordance with appropriate City Standard or as directed by the City Public Works Inspector.
 - f. Storm and/or nuisance water shall be contained on site. Contractor shall comply with NPDES requirements and use BMPs accordingly.
 - g. Remove construction graffiti.
12. Plans and all required plan check fees shall be submitted to the Community Development Department for Building & Safety plan check prior to construction. Approval from Building & Safety shall be obtained prior to the issuance of permits. Construction drawings, including the site plan, elevations, and colors shall be consistent and in substantial compliance with the conceptual approval and any required conditions of the Architectural Review Board.
13. Any and all correction notice(s) generated through the plan check and/or inspection process is/are hereby incorporated by reference as conditions of approval and shall be fully complied with by the owner, applicant, and all agents thereof.
14. Prior to issuing permits, any required school fees shall be paid directly to Duarte Unified School District. Contact Duarte Unified School District for more information.
15. Building permits for this project must be issued within one-year from the date of approval from the Architectural Review Board or the application and approval shall expire.
16. The owner and contractors shall comply with applicable City noise ordinances. Construction activities, deliveries and haul-off will only be permitted from 7:00 a.m. to

7:00 p.m., Monday through Saturday, excluding Federal holidays. No construction related idling of engines or other disturbances shall occur outside of noted work hours.

17. A final inspection shall be made by the Planning Division prior to final of any building permits to ensure that all conditions have been met.
18. The decision of the Planning Commission may be appealed to the City Council within 15 days from the date of the approval letter. Said appeal must be in writing and filed with the City Clerk's office (DMC 19.144) and include all associated fees. The written appeal shall include reasons for the appeal.
19. That by acceptance of the approval of the project by the City, the applicant shall defend, indemnify and hold harmless the City of Duarte and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers and employees to challenge, set aside, void or annul the approval of the project or from any other action pertaining to this application or the granting of approval which may be brought within the time period provided for such actions or challenges under applicable law.