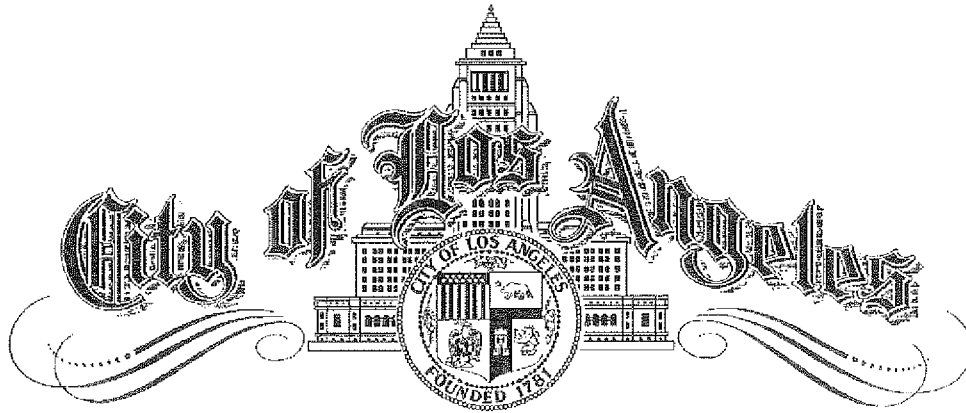


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**CARMEN A. TRUTANICH**  
City Attorney

**REPORT NO.** R 1 2 - 0 3 8 2  
DEC 0 5 2012

**REPORT RE:**

**DRAFT ORDINANCE AUTHORIZING THE ADOPTION OF  
A DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF LOS ANGELES AND  
NEXT CENTURY ASSOCIATES, LLC**

The Honorable City Council  
of the City of Los Angeles  
Room 395, City Hall  
200 North Spring Street  
Los Angeles, California 90012

Council File No. 12-1580  
CPC-2008-4953-CU-CUB-DA-ZAA-SPP-SPR-PA-MISC

Honorable Members:

On August 23, 2012, the City Planning Commission recommended that the City Council adopt an ordinance authorizing the execution of a development agreement between Next Century Associates, LLC, (the Developer) and the City (the Development Agreement). On October 16, 2012, the Planning and Land Use Management (PLUM) Committee further recommended approval of the Development Agreement and took an action requesting that our Office prepare and present the necessary ordinance.

As requested, this Office has prepared and now transmits for your consideration the enclosed draft ordinance, approved as to form and legality, and the Development Agreement in a form we can also approve.

## Background

The Development Agreement will vest development rights related to the proposed redevelopment of the site of the 16-story Hyatt Regency Century Plaza Hotel (the Project). The Project consists of (i) preservation and rehabilitation of the existing Century Plaza Hotel into 63 condominium units, 394 hotel guest rooms, 26,250 square feet of hotel meeting room/ballroom space, 1,900 square feet of hotel retail space, 14,100 square feet of hotel spa and fitness center space, and 9,100 square feet of hotel restaurant space; (ii) development of two 578-foot high buildings with 290 condominium units and 10 housekeeping units; and (iii) roughly 93,840 square feet of non-Hotel, pedestrian serving retail and restaurant uses.

The Development Agreement provides that, for the term of the agreement, the Project will not be subject to future changes in the Los Angeles Municipal Code that might otherwise affect it and specifically permits the Developer to construct the Project as authorized by the City Council.

The Development Agreement has been modified since the City Planning Commission and PLUM Committee acted in order to correct the project description, clarify the implementation of some of the public benefits, to remove certain items which were identified as public benefits, but were in fact already required under the Project, and to conform the form of the agreement to that of more recent City development agreements.

In total, the Developer has agreed to provide the following public benefits under the Development Agreement:

- Developer will provide an irrevocable offer to dedicate a subterranean easement to the Metropolitan Transportation Authority (MTA) to accommodate a proposed subway station and an irrevocable offer to dedicate an above-grade easement for an associated station shelter. In the event the Property is selected as the location of the future station, Developer will then grant a subterranean easement to the MTA to accommodate the station and an above-grade easement to MTA for the shelter.
- Developer will pay \$25,000 each year for a period of five years to fund marketing and promotional efforts for the Century City Transportation Management Organization.
- Developer will deposit \$125,000 in a private escrow account (the California Community Foundation Fund FS08 "Council District 5 Regional Transportation, Planning and Traffic Fund") for the purpose of funding a traffic study that (1) analyzes vehicular movements within the vicinity of the Century City community and (2) identifies potential feasible traffic calming measures.

- Developer will deposit \$50,000 into the Board of Public Works Trust Fund “Santa Monica Boulevard Alleys Project” for the purpose of repairing alleys within the vicinity of Century City.
- Developer will deposit \$100,000 into the Department of Transportation’s Local Match Fund entitled “Century City Pedestrian Connection Project” for the purpose of supporting and advancing the Century City Greening Plan.

#### City Planning Commission Action

On August 23, 2012, the City Planning Commission recommended that the City Council approve a development agreement by and between the City and Next Century Associates, LLC. It adopted the required Charter and Government Code findings prepared by the Department of City Planning that are contained in the Planning Department staff report to the City Planning Commission at pages F-20 through F-26.

#### Findings

Pursuant to Charter Section 559, on December 5, 2012, the Director of Planning, on behalf of the Planning Commission, approved the draft ordinance and the current version Development Agreement and recommended that the City Council adopt it. Should the City Council adopt this ordinance, it may comply with the provisions of Charter Section 558 and the Government Code by adopting the findings adopted by City Planning Commission or by making its own findings.

#### California Environmental Quality Act (CEQA)

If the City Council wishes to adopt the ordinance and Development Agreement, it must first comply with CEQA. The Environmental Impact Report (EIR) for the project was previously certified by the City on August 1, 2012, which certification became final on August 13, 2012. A Notice of Determination pertaining to such action was filed with the Los Angeles County Clerk on August 16, 2012. In light of the City’s prior action in certifying the EIR, the City Council may now comply with CEQA by making the following determination prior to, or concurrent with, any action to adopt the ordinance and Development Agreement:

FIND under the California Public Resources Code Section 21166 and the State’s Environmental Quality Act (CEQA) Guidelines Section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIR No. ENV-2008-4950-EIR on August 1, 2012, which certification became final on August 13, 2012, there have been no changes to the Project, changes with respect to the circumstances under which the Project is being undertaken, or new information of substantial importance concerning the Project, which cause new significant

environmental effects or a substantial increase in the severity of previously identified significant effects, and therefore no additional environmental review is required for the Project.

#### Council Rule 38 Referral

Pursuant to Council Rule 38, copies of the draft ordinance and the Development Agreement were sent to the Department of Building and Safety and the Department of Transportation, and they were requested to provide any comments they have directly to your Honorable Body or your Committees at the time this matter is considered.

#### Government Code Requirements for Notice and Hearing

Before action may be taken on either the draft ordinance or the Development Agreement, the City must comply with the provisions of Government Code Sections 65867, 65090 and 65091. Those Sections require, among other things, notice and a public hearing. In addition, the City's development agreement procedures state that the City Council shall not take any action on any development agreement prior to the expiration of a 24-day notice.

#### Recommended Actions

If the City Council wishes to approve the proposed Development Agreement as recommended by the City Planning Commission, it must first:

- (1) FIND under the California Public Resources Code Section 21166 and the State's Environmental Quality Act (CEQA) Guidelines section 15162, on the basis of substantial evidence contained in the whole record, that since certification of EIR No. ENV-2008-4950-EIR on August 1, 2012, which certification became final on August 13, 2012, there have been no changes to the Project, changes with respect to the circumstances under which the Project is being undertaken, or new information of substantial importance concerning the Project, which cause new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and therefore no additional environmental review is required for the Project.
- (2) Adopt the August 23, 2012, findings of the Planning Commission, including the Development Agreement findings; and
- (3) Adopt the enclosed draft ordinance authorizing the execution of the Development Agreement.



If you have any questions regarding this matter, please contact Deputy City Attorney Laura Cadogan Hurd at (213) 978-8177. She or another member of this Office will be present when you consider this matter to answer any questions you may have.

Very truly yours,

CARMEN A. TRUTANICH, City Attorney

By 

PEDRO B. ECHEVERRIA  
Chief Assistant City Attorney

PBE/LCH:mrc  
Transmittal

ORDINANCE NO. \_\_\_\_\_

An ordinance authorizing the execution of a development agreement by and between the City of Los Angeles and Next Century Associates, LLC, relating to real property in the West Los Angeles Community Plan area and located at 2025 Avenue of the Stars, 2030 Century Park West and 1220 West Constellation Boulevard.

**WHEREAS**, the City Planning Commission on August 23, 2012, approved and recommended that the City Council approve a development agreement by and between the City of Los Angeles and Next Century Associates, LLC, which final version is attached to Council File No. 12-1580, by and between the City of Los Angeles and the Next Century Associates, LLC (Development Agreement), which Development Agreement is hereby incorporated by reference and which is hereby incorporated into the provisions of this ordinance; and

**WHEREAS**, after due notice, the City Planning Commission and the City Council did conduct public hearings on this matter; and

**WHEREAS**, pursuant to California Government Code Section 65864, *et seq.*, the City Planning Commission has transmitted to the City Council its findings and recommendations; and

**WHEREAS**, the Development Agreement is in the public interest and is consistent with the City's General Plan and the West Los Angeles Community Plan; and

**WHEREAS**, The City Council has reviewed and considered the Development Agreement and the findings and recommendations of the City Planning Commission.

**NOW, THEREFORE,**

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. The City Council finds, with respect to the Development Agreement, that:

(a) It is consistent with the City's General Plan, policies and programs specified in the West Los Angeles Community Plan, and is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located;

(b) The intensity, building height and use set forth in the Development Agreement are permitted by, or are consistent with, the West Los Angeles Community Plan;

(c) It will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project that is desirable and beneficial to the public.

Furthermore, the Development Agreement specifically permits application to the project of rules and regulations under the Los Angeles Municipal Code Section 91.101.1 to 98.0605 relating to public health and safety;

(d) It complies with all applicable City and State regulations governing development agreements; and

(e) It is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 2. The City Council hereby approves the Development Agreement and authorizes and directs the Mayor to execute the Development Agreement in the name of the City of Los Angeles.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of \_\_\_\_\_.

JUNE LAGMAY, City Clerk

By \_\_\_\_\_ Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By *Laura Cadogan Hurd*  
LAURA CADOGAN HURD  
Deputy City Attorney

Pursuant to Charter Section 559, I approve this ordinance on behalf of the City Planning Commission and recommend that it be adopted . . . . .

December 5, 2012

Date 12-5-12

*Michael LoGrande*  
Michael LoGrande  
Director of Planning

File No. \_\_\_\_\_ CF No. 12-1580

**DEVELOPMENT AGREEMENT**

**by and between**

**THE CITY OF LOS ANGELES**

**and**

**NEXT CENTURY ASSOCIATES, LLC**

**dated as of**

\_\_\_\_\_

# DEVELOPMENT AGREEMENT

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## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (“City”), and NEXT CENTURY ASSOCIATES, LLC, a (the “Developer”), pursuant to California Government Code Section 65864 *et seq.*, and the implementing procedures of the City, with respect to the following:

### RECITALS

WHEREAS, the City and the Developer recognize that the further development of the subject Property, as defined below, will create significant opportunities for economic growth in the City, the Southern California region and California generally;

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

WHEREAS, the Developer will implement public benefits above and beyond the necessary mitigation for the Project including benefits and other consideration as noted in Sections 2.3.1 and 3.1.3;

WHEREAS, this Agreement is necessary to assure the Developer 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;

WHEREAS, by entering into this Agreement, the City is encouraging the development of the Project as set forth in this Agreement in accordance with the goals and objectives of the City, while reserving to the City the legislative powers necessary to remain responsible and accountable to its residents;

WHEREAS, the Developer intends to develop the roughly six (6) net acre site as legally described in Exhibit A, located at 2025 Avenue of the Stars, bounded by Constellation Boulevard to the northwest, Avenue of the Stars to the northeast, a high rise residential development to the southeast, and Solar Drive to the southeast (the “Property”). The Property also includes a portion of 2030 Century Park West and 10220 West Constellation Boulevard. The Project consists of (i) preservation and rehabilitation of the existing Century Plaza Hotel located at the Property into 63 condominium units, 394 hotel guest rooms, 26,250 square feet of hotel meeting room/ballroom space, 1,900 square feet of hotel retail space, 14,100 square feet of hotel spa and fitness center space, and 9,100 square feet of hotel restaurant space; (ii) development of two 578-foot high buildings with 290 condominium units and 10 housekeeping units; and (iii) roughly 93,840 square feet of non-Hotel, pedestrian serving retail and restaurant uses (the “Project”). A portion of the Project would, encroach onto the neighboring property owned by Century City Garage Partners, L.P. Accordingly, the Developer has entered into an agreement with Century City Garage Partners, L.P to adjust the lot lines between the two parcels to enable possible development of the Project.

WHEREAS, the Developer has entered into negotiations with UNITE HERE Local 11 regarding the status of workers at the Century Plaza Hotel during development of the Project and both parties have reached an agreement that addresses union concerns with regard to pay issues, job security and health benefit during renovations.

WHEREAS, the Developer has also been negotiating a Project Labor Agreement with the Los Angeles/Orange County Building & Construction Trades Council and that agreement, while confidential, will ensure union trade workers are utilized during construction of the Project.

WHEREAS, for the foregoing reasons, the Parties desire to enter into a development agreement for the Project pursuant to the Development Agreement Act, as defined below, and the City's charter powers upon the terms and conditions set forth herein.

## **AGREEMENT**

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the premises and 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.

**1.2 "Applicable Rules"** means the rules, regulations, ordinances and official policies of the City in force as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City. 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 "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.*).

**1.4 "City"** means the City of Los Angeles, a charter city and municipal corporation.

**1.5 "City Agency"** means 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 “**Conditions of Approval**” means the Conditions of Approval for the Project, including, but not limited to, any conditions associated with the Project Approvals, and attached hereto as Exhibit B , Conditions of Approval.

1.8 “**Developer**” has the meaning as described in the opening paragraph of this Agreement.

1.9 “**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.

1.10 “**Discretionary Action**” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City and/or any City Agency, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

1.11 “**Effective Date**” has the meaning set forth in Section 7.1 below.

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

1.13 “**FEIR**” means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2009061084, certified by the City in accordance with the requirements of CEQA.

1.14 “**General Plan**” means the General Plan of the City.

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 Developer to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Los Angeles Municipal 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.

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

1.17 “**Parties**” means collectively the Developer and the City.

1.18 “**Party**” means any one of the Developer 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 “Planning Director”** means the Planning Director for the City.

**1.21 “Processing Fees”** means all processing fees and charges required by the City or any City Agency including, but not limited to, fees for land use applications, 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 linkage fees or exactions which may be imposed by the City on development projects pursuant to laws enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. Processing Fees include those linkage fees, impact fees and exactions which are in effect as of the Effective Date, the amounts of which are subject to ongoing annual increases which shall be calculated at time of payment. 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, unless an alternative amount is established by the City in a subsequent agreement.

**1.22 “Project”** means development of an integrated mixed-use development on the Property as described in the legal description attached as Exhibit “A” and as ultimately described in the Project Approvals, that provides a combination of hotel, residential, commercial, and ground-level retail and restaurant uses. More specifically, the Project consists of (i) preservation and rehabilitation of the existing Century Plaza Hotel located at the Property into 63 condominium units, 394 hotel guest rooms, 26,250 square feet of hotel meeting room/ballroom space, 1,900 square feet of hotel retail space, 14,100 square feet of hotel spa and fitness center space, and 9,100 square feet of hotel restaurant space; (ii) development of two 578-foot high buildings with 290 condominium units and 10 housekeeping units; and (iii) roughly 93,840 square feet of non-Hotel, pedestrian serving retail and restaurant uses.

**1.23 “Project Approvals”** means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date (irrespective of their respective effective dates) including, but not limited, to (1) certification of the EIR, (2) Project Permit Compliance, (3) Development Agreement, (4) Plan Approval to an Existing Conditional Use Permit to allow for the relocation of a wireless telecom facility, (5) A Master Conditional Use Permit (or various Conditional Use Permits) for the sale or dispensation of alcoholic beverages at several locations at the Project Site for on and off-site consumption, (6) a Zoning Administrator’s Adjustment to establish 0-foot yards around the Project Site, (7) Approval of a Miscellaneous Entitlement for relocation of the Pedestrian Corridor (pursuant to the Century City North Specific Plan Section 10.B.9), (8) Conditional Use Permit or Plan Approval to a deemed approved Conditional Use Permit to allow hotel use within 500 feet of a residential zone, (9) Vesting Tentative Tract Map #71688 (with haul route approval), and (10) Site Plan Review approval.

**1.24 “Property”** has the meaning in the sixth recital above and as fully described in the legal description attached as Exhibit “A”.

**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 Chapter IX of the Los Angeles Municipal Code 91.0101 *et. seq.* (Building Code) or Chapter V of the Los Angeles Municipal Code, Section 57.0101 *et. seq.* (Fire Code) regarding the construction, engineering and design standards for private and public improvements and which are (a) necessary to the health and safety of the residents of the City, and (b) are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council such as floods, earthquakes, and similar acts of God); (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 or; (4) constitute Processing Fees and charges imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City.

**1.26 “Term”** means the period of time for which this Agreement shall be effective in accordance with Section 7.2 hereof.

**1.27 “Vesting Tentative Tract Map”** means Vesting Tentative Tract Map Nos. 71688 approved by the City on August 1, 2012, and which became final on August 13, 2012, after expiration of the ten (10) day appeal period set forth in the Los Angeles Municipal Code.

## **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 a duly-noticed public hearing and recommended approval of this Agreement on August 23, 2012.

**2.2.2 City Council Action.** The City Council on \_\_\_\_\_, after conducting a duly-noticed public hearing, adopted Ordinance No. \_\_\_\_\_, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Agreement, found that its provisions are consistent with the City’s General Plan, the West Los Angeles Community Plan, the Century City North Specific Plan, the West Los Angeles Transportation Improvement and Mitigation Specific Plan, and the Municipal 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 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 (i) development of an integrated, mixed-use project in close proximity to major existing and planned transit lines; (ii) the creation of permanent and construction related employment opportunities; (iii) creation of a publicly accessible plaza enhanced with extensive landscaping, multiple water features and high-quality hardscape materials; (iv) preservation and rehabilitation of the existing Hotel, as described in greater detail in Section 3.1.3.1 below; (v) utilization of a variety of green building elements, including but not limited to, use of efficient water management techniques, green roofs and other sustainability features equivalent to a LEED® Silver rating; (vi) increased revenues to the City in the form of increased sales, transit occupancy, documentary transfer, business license and property taxes; and (vii) support for community efforts to control traffic and promote public art as described in greater detail in Section 3.1.3.3 below.

**2.3.2 Developer 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 Developer 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. In the absence of this Agreement, Developer would have no 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 necessary to assure Developer 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; (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; or (3) subjected to delays for reasons other than Citywide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

**2.3.3 Mutual Objectives.** Development of the Project in accordance with this Development 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 and 3.1.3, to the City through the imposition of development standards and requirements under the of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, creation and retention of jobs, development of an aesthetically attractive regional commercial center with a mix of complementary uses in direct proximity to public transit. 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 Developer 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 height, density or intensity in excess of that otherwise established in the Applicable Rules and Project Approvals; (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 Developer will receive any profits from the Project; (4) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; or (5) 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 Developer.** In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry



out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2.3 of this Agreement, Developer hereby agrees as follows:

**3.1.1. Project Development.** Developer 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 development of the Project in accordance with the terms and conditions of this Agreement, including the Applicable Rules and the Project Approvals.

**3.1.2. Timing of Development.** The parties acknowledge that Developer 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 Developer, such as market orientation and demand, availability of financing, 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, Developer and the City do hereby acknowledge that Developer has the right to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in the Project Approvals. The City acknowledges that this right is consistent with the intent, purpose and understanding of the Parties to this Agreement.

**3.1.3. Additional Obligations of Developer as Consideration for this Agreement.** As additional consideration for this Agreement, Property Owner shall provide the specific benefits listed below.

**3.1.3.1 Integration of the Project with Potential Subway Portal at Avenue of the Stars and Constellation Boulevard.** The Los Angeles County Metropolitan Transportation Authority ("Metro") is considering building a subway station at the corner of Avenue of the Stars and Constellation Boulevard as part of the nine mile extension of the Metro Purple Line from the Wilshire/Western station to the Westwood/VA Hospital (the "Station"). Prior to issuance of a building permit, the Developer shall provide, at no cost to Metro, an irrevocable offer to dedicate a subterranean easement to Metro to accommodate the Station and an irrevocable offer to dedicate an above-grade easement for an associated Station shelter. In the event Metro selects the Property for the location of the future Station, the Developer shall then grant a subterranean easement to Metro to accommodate the Station and an above-grade easement to Metro for the shelter. The precise location of the easement shall be determined by agreement between the Developer, Metro, the Department of City Planning and the Department of Transportation. The Developer shall be responsible for costs associated with preparation of the easement related documents, including the legal description.

**3.1.3.2 Additional Localized Community Benefits** As additional consideration for this Agreement, within ten (10) days prior to issuance of a building permit for construction of the Project, the Developer will (i) pay \$25,000 each year for a period of five years to fund marketing and promotional efforts for the Century City Transportation Management Organization; (ii) deposit \$125,000 in a private escrow account (the California

Community Foundation Fund FS08 “Council District 5 Regional Transportation, Planning and Traffic Fund”) for the purpose of funding a traffic study that (1) analyzes vehicular movements within the vicinity of the Century City community and (2) identifies potential feasible traffic calming measures; (iii) deposit \$50,000 into the Board of Public Works Trust Fund “Santa Monica Boulevard Alleys Project” (established by Council File 10-0473-S1) for the purpose of repairing alleys within the vicinity of Century City; and (iv) deposit \$100,000 into the Department of Transportation’s Local Match Fund entitled “Century City Pedestrian Connection Project” for the purpose of supporting and advancing the Century City Greening Plan. For the avoidance of doubt, permits pulled in the ordinary course of operations of the existing Hotel at the Property shall not be deemed “building permits” that trigger payment or fulfillment of these localized community benefit commitments.

**3.2 Agreement and Assurances on the Part of the City.** In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2.3 of this Agreement, the City hereby agrees as follows:

**3.2.1 Entitlement to Develop.** Developer 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. Developer’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, Developer may locate that portion of the Project at any other location of the Property, 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 or encumber 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 Non-application of Changes in Applicable Rules.** Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general 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, including, but not limited to adoption of a specific plan or overlay zone, City Charter amendment, 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, Developer may, in its sole discretion, give the City written notice of its election to have any subsequent change in the Applicable Rules applied to some portion or all of the Property as it may own, in which case such subsequent changes in the Applicable Rules shall be deemed to be contained within the Applicable Rules insofar as that portion of the Property is concerned. In the event of any conflict or inconsistency between this Agreement and the Applicable Rules, the provisions of this Agreement shall control.

**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 California Building Code and other uniform construction codes. In addition, development of the Project shall be subject to changes occurring from time to time in Chapters V and IX of the 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 as 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 Developer 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. Any subsequent Discretionary Action initiated by Developer which substantially changes the entitlements allowed under the Project Approvals, shall be subject to rules, regulations, ordinances and official policies of the City then in effect. The parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that future Discretionary Actions may require additional environmental review pursuant to CEQA. In the event that additional environmental review is required by CEQA, the City agrees to utilize tiered environmental documents to the fullest extent permitted by law, as determined by the City, and as provided in California Public Resources Code Sections 21093 and 21094.

**3.2.5 Effective Development Standards.** The City agrees that it is bound to permit the uses, intensity of use and density 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.

**3.2.6 Interim Use.** The City agrees that Developer may use the Property during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use, except as expressly provided in this Development Agreement, or pursuant to any approvals, permits, other agreements between the City and Developer, or other 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, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes (1) are found by the City to be necessary to the public 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 as found by the Mayor or the City Council, such as floods, earthquakes and similar disasters.

**3.2.8 Time Period of Tentative Tract Map and Project Approvals.** The City acknowledges that the construction of the Project may be subject to unavoidable delays due to the factors outside the Developer's control. Pursuant to California Government Code Sections 66452.6(a), and any other applicable provision of the Subdivision Map Act, the City agrees that the duration of the Vesting Tentative Tract Map and any new tract or parcel map which are consistent with the Project Approvals, shall automatically be extended for the Term of this Agreement. The City further agrees that the duration of the Project Approvals shall automatically be extended for the Term of the Agreement.

**3.2.9 Processing Fees.** Developer shall pay all Processing Fees for Ministerial Permits and Approvals.

**3.2.10 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 Developer to establish time frames for processing and reviewing such Ministerial Permits and Approvals, and to comply with timeframes established in the Project Approvals. The City agrees to expedite all Ministerial Permits and Approvals and Discretionary Actions requested by Developer, if any.

**3.2.11 Other Governmental Approvals.** Developer may apply for such other permits and approvals as may be required for development of the Project in accordance with the provisions of this Agreement from other governmental or quasi-governmental agencies having jurisdiction over the Property. The City shall reasonably cooperate with Developer in its endeavors to obtain such permits and approvals. Each Party shall take all reasonable actions and execute, with acknowledgment or affidavit, if required, any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement.

#### 4. ANNUAL REVIEW

**4.1 Annual Review.** During the Term of this Agreement, the City shall review annually Developer's good faith compliance with this Agreement by Developer and/or any Transferee. This periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Property Owner, and/or any Transferee shall have the burden of demonstrating such good faith compliance relating solely to such parties' portion of the Property and any development located thereon. The Annual Review shall be in the form of an Annual Report prepared and submitted by the Planning Director. The Report shall include the number, type and square footage of and the status of the Project; the total number of parking spaces developed; provisions for open space; status of activities relating to streetscape improvements; summary of performance of Property Owner's obligations.

**4.2 Pre-Determination Procedure.** Submission by Developer, and/or Transferee, of evidence of compliance with this Agreement, in a form which the Planning Director may reasonably establish, shall be made in writing and transmitted to the Planning Director not later than sixty (60) days prior to the yearly anniversary of the Effective Date. If the public has comments regarding compliance, such comments must be submitted to the Planning Director at least sixty (60) days prior to the yearly anniversary of the Effective Date. All such public comments and final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer and/or any Transferees.

**4.2.1 Special Review.** The City may order a special review of compliance with this Agreement upon reasonable evidence of material non-compliance with the terms of this Agreement.

**4.3 Planning Director's Determination.** On or before the yearly anniversary of the Effective Date of the Agreement, the Planning Director shall make a determination regarding whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer or Transferee in the manner prescribed in Section 7.13.

**4.4 Appeal by Developer.** In the event the Planning Director makes a finding and determination of non-compliance, Developer, and/or any Transferee as the case may be, shall be entitled to appeal that determination to the Planning Commission. After a public hearing on the appeal, the Planning Commission shall make written findings and determinations, on the basis of substantial evidence, whether or not Developer, and/or any Transferee as the case may be, has complied in good faith with the provisions and conditions of this Agreement. A finding and determination of compliance by the Planning Commission shall be final and effective as provided in Charter Section 245. Nothing in this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

**4.5 Period to Cure Non-Compliance.** If, as a result of this Annual Review procedure, it is found and determined by the Planning Director or the Planning Commission, or

City Council on appeal, that Developer and/or any Transferee, as the case may be, has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 7.3, shall submit to Developer, by registered or certified mail, return receipt requested, a written notice of non-compliance in the manner prescribed in Section 7.13, stating with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of non-compliance, Developer and/or any Transferee, as the case may be, shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than sixty (60) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, by mutual consent of the City and Developer provided that Developer shall continuously and diligently pursue the remedy at all times until the item of non-compliance is cured.

**4.6 Failure to Cure Non-Compliance Procedure.** If the Planning Director finds and determines that Developer, or a Transferee has not cured an item of non-compliance 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, the Planning Director shall make a report to the Planning Commission. The Planning Director shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after such public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that (i) Developer or its Transferee has not cured a default pursuant to this Section, and (ii) that the City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 7.3 hereof. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council's review of Commission and Council actions).

**4.7 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 finding or determination of noncompliance by the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 7.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 7.3.

**4.8 Reimbursement of Costs.** Developer shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

**4.9 City's Rights and Remedies Against Developer.** The City's rights in Section 4 of this Agreement relating to compliance with this Agreement by Developer shall be limited to only those rights and obligations assumed by Developer under this Agreement and as expressly set forth in the applicable Assignment Agreement authorized by Section 7.8 of this Agreement.

## 5. DEFAULT PROVISIONS

### 5.1 Default by Developer.

**5.1.1 Default.** In the event Developer or a Transferee of any portion of the Property fails to perform its obligations under this Agreement applicable to its portion of the Property as specified in the applicable Assignment Agreement, in a timely manner and in compliance pursuant to Section 4 of this Agreement, the City shall have all rights and remedies provided for in this Agreement, including without limitation, modifying or terminating this Agreement, shall relate exclusively to the defaulting Party and such defaulting Party's portion of the Property, provided that the City has first complied with all applicable notice and opportunity to cure provisions in Section 5.1.2 and given notice as provided in Section 4.3 hereof, and provided further that Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of, Sections 4.4 and 4.5. In no event shall a default by a Developer or a Transferee of any portion of the Property constitute a default by any non-defaulting Developer or a Transferee with respect to such non-defaulting parties' obligations hereunder nor affect such non-defaulting parties' rights hereunder, or respective portion of the Property.

**5.1.2 Notice of Default.** The City, through the Planning Director, shall submit to Developer or Transferee, as applicable, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 7.13, identifying with specificity those obligations of Developer or Transferee, as applicable, which have not been performed. Upon receipt of the notice of default, Developer or Transferee 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 the default(s) not later than sixty (60) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that Developer or Transferee, as applicable, shall continuously and diligently pursue the remedy at all times until the default(s) is cured. In the case of a dispute as to whether Developer has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 7.6 of this Agreement.

**5.1.3 Failure to Cure Default Procedures.** If after the cure period has elapsed (Section 4.5), the Planning Director finds and determines that Developer, or its Transferees, successors, 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 Planning Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or its Transferees, successors, and/or assigns, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned right and obligations, as the case may be, the Developer and its Transferees, successors, and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 7.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or

abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

**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, relating solely to the defaulting Developer or Transferee and such defaulting party's portion of the Property after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 7.3 relating to the defaulting party's rights and obligations. There shall be no termination or modification of this Agreement unless the City Council acts pursuant to Section 7.3.

## **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, Developer and Transferee 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 Developer 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.** Developer or Transferee, as the case may be, 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 the 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 7.6 of this Agreement.



**5.3 No Monetary Damages.** It is acknowledged by the Parties that the City would not have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. The Parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify the exposure. Therefore, the Parties agree that each of the Parties may pursue any remedy at law or equity available for any breach of any provision of this Agreement, except that the Parties shall not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

## **6. MORTGAGEE RIGHTS**

**6.1 Encumbrances on the Property.** The Parties hereto agree that this Agreement shall not prevent or limit the Developer from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing (“Mortgage”) with respect to the construction, development, use or operation of the Project and parts thereof. The Planning Department acknowledges that the lender(s) providing such Mortgages may require certain Agreement interpretations and modifications and agrees, upon request, from time to time, to meet with the Developer and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Planning Department will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.

**6.2 Mortgagee Protection.** To the extent legally permissible, this Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. Any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by the holder of a Mortgage (a “Mortgagee”), pursuant to foreclosure, trustee’s sale, deed in lieu of foreclosure, lease or sublease termination or otherwise, shall be subject to all of the terms and conditions of this Agreement except that any such Mortgagee, including its affiliate, who takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement provided Mortgagee complies with Section 6.3 below.

**6.3 Mortgagee Not Obligated.** Notwithstanding the provisions of this Section 6, Mortgagee will not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Developer or other affirmative covenants of the Developer hereunder, or to guarantee such performance, except that the Mortgagee and its successor shall have no vested right to develop the Project without fully complying with the terms of this Agreement and executing and delivering to the City, in a form and with terms reasonably acceptable to the City, an assumption agreement of Developer’s obligations hereunder.

**6.4 Request for Notice to Mortgage.** The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part or interest thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices shall be entitled to receive written notification from the City of any notice of non-compliance by Developer in the performance of Developer's obligations under this Agreement.

**6.5 Mortgagee's Time to Cure.** If the City timely receives a written request from a Mortgagee requesting a copy of any notice of non-compliance given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of non-compliance to Developer. The Mortgagee shall have the right, but not the obligation, to cure the non-compliance for a period of sixty (60) days after the Mortgagee receives written notice of non-compliance, or any longer period as is reasonably necessary, not to exceed 120 days, to remedy such items of non-compliance, by mutual consent of the City and the Mortgagee provided that Mortgagee shall continuously and diligently pursue the remedy at all times until the item of non-compliance is cured.

**6.6 Disaffirmation.** If this Agreement is terminated as to any portion of the Property by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, or if this Agreement is disaffirmed by a receiver, liquidator, or trustee for the Developer or its property, the City, if requested by any Mortgagee, shall negotiate in good faith with such Mortgagee for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagee requesting such new agreement. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section.

## **7. GENERAL PROVISIONS**

**7.1 Effective Date.** This Agreement shall be effective upon date this Agreement is attested by the City Clerk of the City of Los Angeles after execution by the Developer and the Mayor of the City of Los Angeles.

**7.2 Term.** The Term of this Agreement shall commence on the Effective Date and shall extend for a period of fifteen (15) years after the Effective Date, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. 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 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 or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or from any actions pursuant to Section 7.6 (Dispute Resolution), or from any litigation related to the Project or Project Approvals, this Agreement or the Property.

**7.3 Appeals to City Council.** Where an appeal by Developer or its Transferees, as the case may be, to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within twenty (20)

days after the mailing of such finding and/or determination to Developer, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission eighty (80) days after such mailing, or within such additional period as may be agreed upon by the Developer or its Transferees, as the case may be, and the City Council. The failure of the City Council to act shall not be deemed to be a denial or approval of the appeal, which shall remain pending until final City Council action.

**7.4 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); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which are 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 Developer or, if not dismissed within ninety (90) days, by any third parties against Developer. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

#### **7.5 Dispute Resolution.**

**7.5.1 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.

**7.5.2 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 Appeals or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

**7.5.2.1 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 Section 638, *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.

**7.5.3 Extension of Term.** The Term of this Agreement as set forth in Section 7.2 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.

**7.5.4 Legal Action.** Either Party may, in addition to any other rights or remedies, institute legal action 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 Developer to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure or Condition of Approval. Developer shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

**7.5.5 Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.

**7.6 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 any Transferee of the Property or any portion thereof. Any amendment to this Agreement which relates to the Term, permitted uses, substantial density or intensity of use, height, or size of buildings, provisions, obligations 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 Applicable Rules or Project Approvals, shall require notice and public hearing before the parties may execute an amendment thereto. Developer, or a Transferee as applicable, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by Developer or a Transferee, including the cost of any public hearings.

**7.7 Assignment.** The Property, as well as the rights and obligations of Developer under this Agreement, may be transferred or assigned in whole or in part by Developer to a Transferee without the consent of the City, subject to the conditions set forth below in Sections 7.8.1 and 7.8.2. Upon such assignment the assignor shall be released from the obligations so assigned.

**7.7.1 Conditions of Assignment.** No such assignment shall be valid until and unless the following occur:

**7.7.1.1 Written Notice of Assignment Required.** Developer 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. Any failure by Developer or any successor transferor to provide the notice shall be curable in accordance with the provisions in Section 5.1.

**7.7.1.2 Automatic Assumption of Obligations.** Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee of Property or any portion thereof 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.

**7.7.2 Liability Upon Assignment.** Each Transferee of any portion of the Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Property, together with any obligations assignable under this Agreement, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations so assumed and shall have the rights of a "Developer" under this Agreement, which such rights and obligations shall be set forth specifically in the Assignment Agreement, executed by the transferring Developer and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Property. The failure of a Transferee of any portion of the Property to perform such Developer's obligations set forth in the applicable Assignment Agreement may result, at the City's option, in a declaration that this Agreement has been breached, and the City may, but shall not be obligated to, exercise its rights and remedies under this Agreement solely as it relates to the defaulting Transferee's portion of the Property as provided for in Section 5.1 hereof, subject to such defaulting Transferee's right to notice and opportunity to cure the default in accordance with provisions of Section 5.1 hereof. Any partial termination of this Agreement as it relates to that Transferee's holding is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

**7.7.3 Release of Property Owner.** With respect to a transfer and assignment of all or a portion of Developer's interest in the Property and the related rights and obligations hereunder, upon the effective date of any such transfer and assignment, as evidenced by the execution of an Assignment Agreement pursuant to this Section 7.8.3 between Developer and the Transferee and delivery of such Assignment Agreement to the City, Developer shall automatically be released from any further obligations to the City under this Agreement with respect to the Property so transferred.

**7.7.4 Release of Property Transferee.** A Transferee shall not be liable for any obligations to the City under this Agreement relating to any portion of the Property other than that portion transferred to such Transferee, and no default by a Developer under this Agreement with respect to such other portions of the Property shall be deemed a default by such Transferee with respect to the portion of the Property transferred to such Transferee.

**7.8 Covenants.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, subject to any Assignment Agreement (if applicable) and the burdens and benefits hereof shall bind and inure to the benefit of the Parties hereto and all successors and assigns of the Parties, including any Transferee of Developer.

**7.9 Cooperation and Implementation.**

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

**7.9.2. Other Governmental Permits.** Developer 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 Developer in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Developer, 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, Developer 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 Developer thereunder or the duties and obligations of the parties thereto. Developer shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement, provided that Developer has requested such agreement. Developer 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 Developer or Transferee, as the case may be, except where Developer 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.

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

**7.9.4. Relationship of the Parties.** It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Developer is an independent contractor and not an agent of the City. Further, the City and Developer 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 Developer joint venturers or partners.

**7.10 Indemnification.**

**7.10.1 Obligation to Defend, Indemnify, and Hold Harmless.** Developer hereby agrees to defend, indemnify, and hold harmless the City and its agents, officers, and employees, from any claim, action, or proceeding (“Proceeding”) against the City or its agents, officers, or employees (i) to set aside, void, or annul, all or any part of any Project Approval, or (ii) for any damages, personal injury or death which may arise, directly or indirectly, from such Developer or such Developer’s contractors, subcontractors’, agents’, or employees’ operations in connection with the construction of the Project, whether operations be by such Developer or any of such Developer’s contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for such Developer or any of such Developer’s contractors or subcontractors. In the event that the City, upon being served with a lawsuit or other legal process to set aside, void or annul all or part of any Project Approval, fails to promptly notify Developer in writing of the Proceeding, or fails to cooperate fully in the defense of the Proceeding, Developer shall thereafter be relieved of the obligations imposed in this Section 7.11. However, if Developer has actual written notice of the Proceeding, it shall not be relieved of the obligations imposed hereunder, notwithstanding the failure of the City to provide prompt written notice of the Proceeding. The City shall be considered to have failed to give prompt written notification of a Proceeding if the City, after being served with a lawsuit or other legal process challenging the Approvals, unreasonably delays in providing written notice thereof to the Developer. As used herein, “unreasonably delays” shall mean any delay that materially adversely impacts Developer’s ability to defend the Proceeding. The obligations imposed in this Section 7.11 shall apply notwithstanding any allegation or determination in the Proceedings that the City acted contrary to applicable laws. Nothing in this Section shall be construed to mean that Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, its intentional misconduct or gross negligence in the performance of this Agreement.

**7.10.2 Defending The Project Approvals.** The Property Owner shall have the obligation to timely retain legal counsel to defend against any proceeding to set aside, void, or annul, all or any part of any Project Approval. The City shall have the right, if it so chooses, to defend the Proceeding utilizing in-house legal staff, in which case the Property Owner shall be liable for all legal costs and fees reasonably incurred by the City, including charges for staff time charged. In the event of a conflict of interest which prevents the Property Owner’s legal counsel from representing the City, and in the event the City does not have the in-house legal resources to defend against the Proceeding, the City shall also have the right to retain outside legal counsel provided that retaining outside legal counsel causes no delays, in which case the Property Owner shall be liable for all legal costs and fees reasonably incurred by the City. Provided that the Property Owner is not in breach of the terms of this Section, the City shall not enter into any settlement of the Proceeding which involves modification to any Project Approval or otherwise

results in the Property Owner incurring liabilities or other obligations, without the consent of the Property Owner.

**7.10.3 Breach of Obligations.** Actions constituting a breach of the obligations imposed in this Section 7.11 shall include, but not be limited to (i) the failure to timely retain qualified legal counsel to defend against the Proceedings; (ii) the failure to promptly pay the City for any attorneys fees or other legal costs for which the City is liable pursuant to a judgment or settlement agreement in the Proceeding seeking to set aside, void or annul all or part of any Project Approval; or (iii) the breach of any other obligation imposed in this Section 7.11, in each case after written notice from the City and a reasonable period of time in which to cure the breach, not to exceed thirty (30) days. For purposes of this Section 7.11, Developer shall be considered to have failed to timely retain qualified legal counsel if such counsel is not retained within thirty (30) days following the City's provision of the notice of Proceedings to Developer required hereunder. In the event that Developer breaches the obligations imposed in this Section 7.11, the City shall have no obligation to defend against the Proceedings, and by not defending against the Proceedings, the City shall not be considered to have waived any rights in this Section 7.11.

**7.10.4 Cooperation.** The City shall cooperate with Developer in the defense of the Proceeding, provided, however, that such obligation of the City to cooperate in its defense shall not require the City to (i) assert a position in its defense of the Proceeding which it has determined, in its sole discretion, has no substantial merit; (ii) advocate in its defense of the Proceeding legal theories which it has determined, in its sole discretion, lack substantial merit; or (iii) advocate in its defense of the Proceeding legal theories which it has determined, in its sole discretion, are contrary to its best interests or to public policy. Nothing contained in this section shall require Developer to refrain from asserting in its defense of the Proceeding positions or legal theories that do not satisfy the foregoing requirements.

**7.10.5 Contractual Obligation.** Developer acknowledges and agrees that the obligations imposed in this Section 7.11 are contractual in nature, and that the breach of any such obligation may subject Developer to a breach of contract claim by the City.

**7.10.6 Waiver of Right to Challenge.** Developer hereby waives the right to challenge the validity of the obligations imposed in this Section 7.11.

**7.10.7 Survival.** The obligations imposed in this Section 7.11 shall survive any judicial decision invalidating the Project Approvals.

**7.10.8 Preparation of Administrative Record.** Developer and the City acknowledge that, upon the commencement of legal Proceedings, the administrative record of proceedings relating to the Project Approvals must be prepared. Those documents must also be certified as complete and accurate by the City. Developer, as part of its defense obligation imposed in this Section 7.11, shall prepare at its sole cost and expense the record of proceedings in a manner which complies with all applicable laws; in accordance with reasonable procedures established by the City; and subject to the City's obligation to certify the administrative record of proceedings and the City's right to oversee the preparation of such administrative record. Developer agrees that its failure to prepare the administrative record as set forth herein, and in



compliance with all time deadlines imposed by law, shall constitute a breach of its obligation to defend the City. In the event that Developer fails to prepare the administrative record, the City may do so, in which event the City shall be entitled to be reimbursed by Developer for all reasonable costs associated with preparation of the administrative record, including reasonable charges for staff time.

**7.10.9. Deposit.** Following the filing of a lawsuit, or other legal process seeking to set aside, void or annul all or part of any Project Approval, Developer shall be required, following written demand by the City, to place funds on deposit with the City, which funds shall be used to reimburse the City for expenses incurred in connection with defending the Project Approvals. For Project Approvals which included the certification of an environmental impact report by the City, the amount of said deposit shall be ten thousand (\$10,000) dollars. For all other Project Approvals, the amount of the deposit shall be five thousand (\$5,000) dollars. The City, at its sole discretion, may require a larger deposit upon a detailed showing to the Developer of the basis for its determination that the above stated amounts are insufficient. Any unused portions of the deposit shall be refunded to Developer within thirty (30) days following the resolution of the challenge to the Project Approvals. All deposits must be paid to the City within thirty (30) days of Developer's receipt of the City's written demand for the deposit.

**7.11 Notices.** Any notice or communication required hereunder between the City or Developer 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:

City of Los Angeles  
Attention: Director of Planning  
200 North Spring Street  
Los Angeles, CA 90012

with copies to

Los Angeles City Attorney's Office  
Real Property/Environment Division  
Los Angeles City Attorney's Office  
7<sup>th</sup> Floor, City Hall East  
200 North Main Street  
Los Angeles, CA 90012

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If to Developer:

Next Century Associates, LLC  
1999 Avenue of the Stars, Suite 2850  
Los Angeles, CA 90067  
Attn: Michael Rosenfeld

with copies to

Armbruster Goldsmith & Delvac LLP  
11611 San Vicente Blvd., Suite 900  
Los Angeles, CA 90049  
Attn: Mark Armbruster

**7.12 Recordation.** As provided in Government Code Section 65868.5, this Agreement shall be recorded with the Register-Recorder of the County of Los Angeles within ten (10) days following its execution by all Parties. Developer shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should the City Clerk effectuate recordation.

**7.13 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.

**7.14 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 Transferees, successors and assignees.

**7.15 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.

**7.16 Time of the Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

**7.17 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.

**7.18 No Third Party Beneficiaries.** The only Parties to this Agreement are the City and Developer 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.

**7.19 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 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.

**7.20 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.

**7.21 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 27 pages and three (3) Exhibits which constitute the entire understanding and agreement of the Parties.

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

CITY OF LOS ANGELES, a municipal corporation of the State of California

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

Antonio Villaraigosa, Mayor

DATE:

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, City Attorney

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

Laura Cadogan Hurd, Deputy City Attorney

DATE:

ATTEST:  
JUNE LAGMAY

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

Deputy

DATE:

NEXT CENTURY ASSOCIATES, LLC, a Delaware limited liability company

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

Name: Michael Rosenfeld  
Title: Authorized Signatory

APPROVED AS TO FORM:

Armbruster Goldsmith & Delvac LLP

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

Mark Armbruster

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel "A" of Parcel Map L.A. No. 1495, in the City of Los Angeles, County of Los Angeles, State of California, as per map filed in Book 29, Page 23, of Parcel Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion lying southeasterly of the following described line: Beginning at the most southerly corner of said Parcel "A", said corner also being in the northwesterly line of Olympic Boulevard, 100.00 feet wide, as shown on said Map; thence along the generally southwesterly line of said Parcel "A", North 35°38'00" West 211.49 feet; thence continuing along said southwesterly line and it's northwesterly prolongation, North 39°29'13" West 347.13 feet; thence North 50°30'57" East 359.37 feet to the northeasterly line of said Parcel "A".

Also excepting therefrom that portion lying southwesterly of the following described line: Beginning at a point on the northwesterly line of said Parcel "A", said point being the northeasterly terminus of that certain course in said northwesterly line having a bearing and distance of North 50°28'43" East 1096.27 feet, as shown on said Parcel Map; thence southwesterly along said northwesterly line, South 50°28'43" West 415.35 feet; thence South 39°29'03" East 406.19 feet to the southeasterly line of Lot 7 of Tract No. 26196, in said City, as per map recorded in Book 684, Pages 78 to 86, inclusive, of Maps, in the Office of the County Recorder of said County; thence southwesterly along said southeasterly line, South 50°29'00" West 12.02 feet; thence South 84°43'19" East 27.55 feet; thence South 39°17'33" East 222.48 feet to the southeasterly line of said Parcel "A".

EXHIBIT "B"  
CONDITIONS OF APPROVAL

## CONDITIONS OF APPROVAL

### A. ENTITLEMENT CONDITIONS

1. **Use.** Use of the subject property shall be limited to the use and area provisions of the C2-2-O zone permitting a hotel with related amenities and/or residential condominium units, as defined in Section 12.16 of the Municipal Code.
2. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the site plan, elevations, and floor plans labeled "Exhibit A-1," stamped and dated August 1, 2012, or as modified by the City Planning Commission, attached to the subject case file. Minor deviations may be allowed in order to comply with provisions of the Municipal Code, the subject conditions and the intent of the subject permit authorization.  
The following project is approved:

In accordance with the site plan, elevations, and section drawings labeled "Exhibit A-1," stamped and dated August 1, 2012 attached to the subject case file shall include, but not limited to the following elements as shown in the exhibit:

- a. A maximum of 290 dwelling units are permitted on the subject site to be located in the two (2) residential towers.
  - b. A maximum of 10 accessory housekeeping rooms are permitted on the subject site to be located in the two (2) residential towers
  - c. The rehabilitated hotel shall contain a maximum of 63 dwelling units and a maximum of 394 hotel rooms.
  - d. Office uses not associated with the operation of the hotel are prohibited.
  - e. The rehabilitated hotel shall contain a maximum of 26,250 square feet of ballroom and meeting floor area,
  - f. The rehabilitated hotel shall be permitted to have a maximum of 9,100 square feet of restaurant use.
  - g. The rehabilitated hotel shall be permitted to have a maximum of 1,900 square feet of hotel retail floor area
  - h. The rehabilitated hotel shall be permitted to have a maximum of 14,000 square feet of spa and fitness floor area.
  - i. A maximum of 93,840 square feet of non-hotel commercial retail/restaurant floor area is permitted.
  - j. Pools, spas, and landscaped deck shall be permitted on the roof of the existing hotel.
3. **Maximum Height** - The maximum height of the structures shall be as shown on the elevations and plans of CPC-2008-4953-CU-CUB-DA-ZAA-SPP-SPR-PA-MISC dated August 1, 2012 or revised by the City Planning Commission. In no event shall the Buildings be higher than 578 feet as defined per the Los Angeles Municipal Code (Sec. 12.21.2 LAMC) and the Century City North Specific Plan (Ord No. 156,122).
  4. **Floor Area Ratio (FAR)** – The Maximum Floor Area Ratio (FAR) shall not exceed 6.0:1.
  5. **Parking/Driveway Plan.** Prior to the issuance of any building permit, a parking area and driveway plan shall be prepared for approval by the Bureau of Engineering and the Department of Transportation.

6. **Parking.** Parking garages shall provide 2,480 parking spaces or a minimum parking ratio as shown on the following "Proposed Project Parking Summary Table". A maximum of 400 of the total number of parking spaces may be provided in an off-site parking structure.

Table IV.M-32  
 Proposed Project Parking Summary  
 Option B-Without Office

Use	Size	Parking Ratio	Spaces Required	Spaces Provided
Condominium	353 du	2.5/du	883	883
Housekeeping	10 du	1.0/du	10	10
Hotel	30 rm	1.0/rm	30	30
	30 rm	0.5/rm	15	15
	334 rm	0.33/rm	111	111
Meeting/Ballroom	26,250 sf	1.0/35 sf	750	750
Ancillary Retail	1,900 sf	4.0/1,000 sf	8	8
Ancillary Restaurant	9,100 sf	10.0/1,000 sf	91	91
Spa/Fitness Facility	14,000 sf	10.0/1,000 sf	140	140
Office	0 sf	2.0/1,000 sf	0	0
Retail	82,620 sf	4.0/1,000 sf	330	330
Restaurant	11,220 sf	10.0/1,000 sf	112	112
			2,480	2,480
<i>Source: Crain &amp; Associates, 2010.</i>				

7. **Related Subdivision Case VTT-71688-CC.** The applicant or any successor in interest shall comply with all of the Advisory Agency requirements contained in Case No. VTT-71688-CC being processed concurrently with these entitlements and any subsequent modifications thereto, to the satisfaction of the Director of Planning.
8. **Conditional Use** – A Conditional Use is approved to permit the establishment of a hotel on a site classified in the C2 (commercial) Zone that is located within 500 feet of properties classified in an R (residential) Zone.

**Adjustments**

9. **Adjustment** - A Yard Adjustment is granted herein to permit zero-foot setbacks in lieu of 16 feet minimum otherwise required for the west side yards.
10. **Adjustments** - A Yard adjustment is granted herein to permit zero-foot setbacks in lieu of 20 feet minimum otherwise required for the south rear yard.

**Miscellaneous Entitlement**

11. **Miscellaneous Entitlement Approval** - Pursuant to Section 10.B.9 of the Century City North Specific Plan, a Miscellaneous Entitlement authorization is granted herein to change of the alignment of the on-site Pedestrian Corridor as shown on the Plans dated August 1, 2012. The revised Pedestrian Corridor location shall be submitted to the Bureau of Engineering that includes the following design criteria:



- a. The revised Pedestrian Corridor conforms to the spirit and intent of the Specific Plan and will provide equal or better pedestrian access and safety.
- b. The Pedestrian Walkway located in the lower sunken Plaza area shall follow the alignment and dimensions on the plans dated August 5, 2012 (Exhibit A-4).
- c. Pedestrian Corridor shall be constructed of a hard, durable surface and shall be a minimum of 6 feet in width; provided, however, the City Engineer may require a greater width if such is necessary to carry anticipated pedestrian traffic.
- d. The revised Pedestrian Corridor located on the lower plaza level from the escalators in the hotel to the Pedestrian Crossing (underpass) leading to 2000 Avenue of the Stars shall be clearly delineated with the use of materials, textures, landscaping, lighting, color or other defining features. The flooring materials of this section of walkway shall be consistent to clearly delineate the path across the driveway and taxi cueing area.
- e. The Pedestrian Corridor shall be designed and constructed to conform to applicable handicapped person access standards.
- f. Mounted diagrams, maps or other graphic devices, clearly setting forth a schematic of the Pedestrian Corridor shall be located along the Pedestrian Corridor. Said graphic devices shall conform to a uniform graphic standard and shall not be more than 5 feet or less than 3 feet in height.
- g. The Pedestrian Corridor and Walkways shall be open to the public, but there may be private Access to the Corridor.
- h. The Pedestrian Corridor and Walkways shall be open to the public at least one hour after the close of business for the restaurants, retail or cultural use whichever is latest.
- i. Security for the on-site Pedestrian Corridor and Walkways shall be provided by the Project.
- j. The Pedestrian Walkway located in the lower sunken Plaza area shall be separated from the parked vehicles by a solid low wall with a minimum height of 42 inches and topped with a transparent partition to the ceiling to provide a buffer from vehicle exhaust and to attenuate sound levels.

#### **Conditional Use Permit (Alcohol)**

12. **Conditional Use** - A Conditional Use authorization granted herein for a Master Alcohol Permit, or various conditional use permits to allow the sale and dispensation of a full line of alcoholic beverages, for on-site consumption within up to five (5) separate facilities and/or as an accessory to the operation of a hotel and apartment hotel and for two (2) off-site sale permits for use in connection with catering and a retail food and beverage shop. The operations permitted under this Conditional Use shall be in compliance with the State of California, Department of Alcoholic Beverage Control laws and standards.

#### **13. Alcohol Uses and Sales –**

- a. The hours of alcohol sales shall be determined by the State of California Department of Alcoholic Beverage Control permits. Mini-bars located within hotel/apartment/condominium guest rooms shall not be limited in the hours of alcohol service.
- b. The owners, operators, managers, and all employees serving alcohol to patrons shall enroll in and complete a certified training program is recognized by the State Department of Alcoholic Beverage Control for the responsible service of alcohol. This training shall be completed by new employees within four weeks of employment and shall be completed by all employees serving alcoholic beverages every 24 months.
- c. Within six (6) months of the effective date of this action or within six (6) months of opening of the licensee business, all employees and managers involved with the sale

- of alcoholic beverages shall enroll in the Los Angeles Police Department "Standardized Training for Alcohol Retailers (STAR)". Upon completion of such training, the applicant shall request the Police Department to issue a letter identifying which employees completed the training. The applicant shall transmit a copy of the letter from the Police Department to the Department of City Planning as evidence of compliance. All new employees shall complete the STAR program within 60 days of hire and then every 12 months thereafter.
- d. Each restaurant and bar facility shall establish and operate a viable and effective designated driver program (i.e., free soft drinks or coffee to a designated driver of the group). The availability of this program shall be made known to patrons either via a two-sided card placed on all tables and/or a program description printed on the menu.
  - e. At least one on-duty manager with authority over the activities within the facility shall be on the premises at all times that the facility is open for business. The on-duty manager's responsibilities shall include the monitoring of the interior of the premises to ensure compliance with all State laws, municipal codes and conditions imposed by the Department of Alcoholic Beverage Control and the Department of City Planning.
  - f. An electronic age verification device shall be utilized as a means to assist in age identification verification with training provided for all employees in the sale of alcohol.
  - g. The applicant shall maintain on the premises and present upon request to the Police or other enforcement agency, a copy of the Business Permit, Insurance Information, and valid emergency contact phone number for any Valet Service utilized and for the Security Company Service employed.
  - h. The applicant/owner and on-site manager(s) shall comply with all applicable laws and conditions and shall properly manage the facility to discourage illegal and criminal activities on the subject premises and any accessory parking areas over which they exercise control.
  - i. The conditions of this grant, a copy of a valid business license, and a valid emergency contact phone number for the business operator and for any associated valet parking service shall be maintained in the restaurant office at all times and shall be immediately produced upon request of any police officer or Department of Alcoholic Beverage Control investigator.
  - j. Each establishment shall secure a City permit decal denoting approval of alcoholic beverage sales from a Department of City Planning public counter and mount it on either the inside of the window of the subject site facing the internal street or on the outside of the building (if inside mounting is not possible). The decal shall be visible at all times and mounted before the privileges granted herein for alcoholic beverages are utilized.
  - k. The applicant shall be responsible for maintaining the area adjacent to the premises over his/her control free of litter.
  - l. A contact phone number shall be posted at the entrance to the premises for calls regarding any complaints regarding the operation of the hotel.
  - m. Any music, sound or noise emitted, that is under the control of the operator, shall not exceed the decibel levels permitted by the Noise Abatement regulations of the Municipal Code.
  - n. No cover charge or any afterhours use of any of the restaurants shall be permitted. No membership shall be required for admission to any of the restaurants or any sub-portion of the restaurants. No minimum age requirements shall be required for entry.
  - o. No coin operated electronic, video, or mechanical amusement devices shall be maintained on any of the individual restaurant premises.
  - p. Any amplified music shall not be audible beyond that part of the establishment which is under the control of the licensee.

- q. All restaurant tenants shall be provided with a copy of these conditions which shall also be referenced in any lease and which shall be maintained on the premises and available upon request by an enforcement agency.
- r. All conditions of this grant shall apply to all establishments, **unless otherwise noted.**
- s. Tenants shall be made aware that a violation of these conditions may result in revocation.

14. **Alcohol Use-Plan Approvals Required.** The applicant or individual operator shall file a Plan Approval with the Department of City Planning prior to the utilization of any grant made herein pursuant to the sale of alcoholic beverages. Each plan approval shall be accompanied by the payment of appropriate fees, pursuant to Section 19.01 C of the Municipal Code, and must be accepted as complete by the Department of City Planning. Mailing labels shall be provided by the applicant for all abutting owners. In reviewing the Plan Approvals for alcohol sales, the Zoning Administrator may consider additional conditions provided by the applicant or requested by the Police Department, but not limited to establishing conditions, as applicable, on the following: maximum seating capacity; valet parking; noise; mode, character and nature of the operation; and age limits.

15. The number of alcohol sales facilities may be changed only by new Plan Approval authorization relative to the entire property ownership.

16. **Alcohol Use – Additional Corrective Measures.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Department of City Planning to impose additional corrective conditions if the Zoning Administrator determines such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.

#### **B. Other Conditions**

17. **Transportation Demand Management (TDM) Program.** Since the project involves the construction of more than 25,000 square feet of new non-residential gross floor area, it must comply with all requirements of the Citywide TDM Ordinance No. 168,700. The ordinance requires the provision of transportation demand management features in new construction, which would facilitate the use of alternative transportation modes to decrease dependency on vehicles carrying only one person. Prior to the issuance of a permanent certificate of occupancy, the owner/applicant shall agree, by way of a covenant that runs with the land, to provide and maintain in a state of good repair the management and trip reduction measures required by Ordinance 168,700.

18. **Bicycle Parking.** The Project shall provide bicycle spaces (50 bicycle spaces or two percent of the 2,480 parking spaces provided for the Project) pursuant to LAMC requirement.

19. **Street Lighting.** Street lighting improvements are required if street widening is required per the Bureau of Engineering improvement conditions. If the widening is required, relocate and upgrade street lights: four (4) on Constellation Boulevard and eight (8) on Avenue of the Stars.

20. **Street Trees.** Prior to the issuance of any permits, satisfactory arrangements shall be made with the Street Tree Division of the Bureau of Street Maintenance for the construction of tree wells and planting of street trees, if necessary, along the portions of Avenue of the Stars and Constellation Boulevard fronting the Project site.

21. **Sustainable Development Practices.** The Project shall be built to standard of the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Silver level. Sustainable design features include: roof or building mounted photovoltaic panels, building integrated photovoltaics; daylighting of work areas; operable windows and fresh air circulation; dual piping to enable the use of recycled water, water efficient fixtures, and recycling during demolition and construction.
- a. Recycled content products (i.e. building materials and landscaping);
  - b. Materials from renewable sources (i.e. rapidly renewable floor products to reduce land and resources dedicated to producing construction materials);
  - c. Roof systems (i.e. cool roof);
  - d. Efficient modes of transportation;
  - e. Energy efficient equipment and appliances;
  - f. Water conserving devices (i.e. low flush toilets, shower heads, plumbing sensors, drip irrigation systems);
  - g. Landscaping plant materials (i.e. native trees, shrubs and ground cover); and
  - h. Low Volatile Organic Compounds (VOC) emitting materials.
22. **Maintenance, trash and storage.** The subject property including associated parking facilities, sidewalks, public plazas, walkways, outdoor pool areas, and landscaped planters adjacent to the exterior walls along the property lines shall be maintained in an attractive condition and shall be kept free of trash and debris. Trash receptacles shall be located throughout the site.
23. **Utilities (Solid Waste)** - Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.
24. All employees shall be notified not to park on adjoining residential streets. Any employee parking shall be provided in a manner suitable to the Director of Planning so that there will be no employee parking spilling out into the adjacent residential neighborhoods.
25. Prior to the issuance of a Building Permit the applicant shall provide a Future Dedication of Easement to the MTA, without cost to the MTA, for the future Century City Metro Transit Station and the construction of an associated shelter. In the event Metro selects the Project site for the location of its future Century City Metro Transit Station, the Applicant shall grant an easement to Metro to accommodate the station. The scope and precise location of the easement shall be determined by mutual agreement among the Department of Transportation, Department of City Planning, the MTA and the project applicant based on a feasibility study to be funded by the applicant.
26. **Bicycle Plan** - Prior to the issuance of a Building Permit the applicant shall incorporate any adopted Bicycle Plan provisions and improvements that are adjacent to the project site into the development plans. These adjacent improvements shall be funded by the applicant.
27. The applicant shall improve the at-grade pedestrian crossing at the intersection of Avenue of the Stars and Constellation Boulevard, including the upgrade/replacement/installation of traffic signals to the satisfaction of the Department of Transportation (DOT) the Bureau of Engineering and the Department of City Planning.
- a. Improvement shall include special street pavers to better delineate the intersection crosswalks.
  - b. The applicant shall analyze and request the Department of Transportation to consider requiring the installation of a signalized crosswalk with an "All-Walk" phase for pedestrians at the intersection of Avenue of the Stars and Constellation Boulevard and

advise the Department of City Planning accordingly. LADOT should at a minimum consider allowing the "All-Walk" during peak pedestrian traffic times including, but not limited to lunch peak time.

28. **Truck Traffic Restricted Hours.** Truck traffic directed to the project site for the purpose of delivering materials or construction-machinery shall be limited to the hours beginning at 7:00 AM and ending at 6:00 PM, Monday through Friday and 8:00 AM to 6:00 PM on Saturday. No truck deliveries shall occur outside of that time period. No truck queuing related to such deliveries to the project site shall occur on any local street within the project vicinity outside of that time period.
29. **Loading.** Loading and unloading activities shall not interfere with traffic on any public street. Public sidewalks, alleys and/or other public ways shall not be used for the parking or loading or unloading of vehicles. The location of loading areas shall be clearly identified on the site plan to the satisfaction of the Department of City Planning.
30. **Signs** - Off-site signs, pole signs, mural signs, bill boards and supergraphic displays are prohibited.
31. **Lighting.** All lighting shall be shielded and directed onto the site and no floodlighting shall be located so as to shine directly onto any adjacent residential property. This condition shall not preclude the installation of low-level security lighting.
32. The Los Angeles Police Department shall be consulted for recommendations regarding the appropriate number of security personnel to be provided and additional security measures which will provide for adequate protection to visitors and employees of the site and nearby residents. Security features may include the provision of a private on-site security force, implementation of a surveillance system, installation of locks and alarms on entryways where appropriate, security lighting, and parking garage patrols. A plan setting forth the feasible protection measures shall be submitted for approval by Director and included in the subject case file.

### C. ENVIRONMENTAL CONDITIONS

33. The Applicant shall prepare and execute a Covenant and Agreement (Planning Department General form CP-6770) in a in a manner satisfactory to the Department of City Planning requiring the Applicant to identify mitigation monitors who shall provide periodic status reports on the implementation of applicable mitigation items required by Mitigation Conditions of the Project's approval satisfactory to the Department of City Planning. The mitigation monitors shall be identified as to their areas of responsibility, and phase of intervention (pre-construction, construction, post-construction/maintenance) to ensure continued implementation of the below mentioned mitigation items.
34. The Applicant shall prepare and execute a Covenant and Agreement (Planning Department General form CP-6770) in a in a manner satisfactory to the Planning Department, binding the Applicant, binding the Applicant and all successors to the following:

Note: MM corresponds to mitigation measures. To the extent that the Conditionals of Approval conflict with Mitigation Measure, if any, the Conditions of Approval shall govern and shall serve as part of the final Mitigation Monitoring and Reporting Program.

- MM-1: A-1 If an archaeological resource is encountered, construction activities shall be diverted and a qualified archaeologist shall be consulted. The archaeologist shall assess the significance of the exposed archaeological discovery in accordance with all relevant California Register of Historical Resources criteria. If the resource is historically significant, and if it is not possible to construct the Proposed Project without disturbance of the archaeological resource, a data recovery plan shall be implemented unless the qualified archaeologist determines that testing or studies already completed have adequately recovered the scientifically consequential information from and about the resource. The data recovery plan, if needed, shall set forth the size of the sample to be acquired, the methods and techniques of excavation, methods and techniques of laboratory studies to be conducted, documentation procedures, and the place where all materials and documentation will be curated. All work required by this Mitigation Measure shall be undertaken in a manner that minimizes disruption and delay to the Proposed Project.
- MM-2: A-2 If a potential paleontological resource is encountered, construction activities shall be diverted and a qualified paleontologist shall be consulted. If a potential fossil is found and the paleontologist determines that such fossil could be important, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of such fossil and, if necessary and appropriate, salvage of such fossil.
- MM-3: A-3 At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor may assist the paleontologist in removing rock samples from excavation and grading locations for initial processing.
- MM-4: A-4 All fossils encountered and recovered from the Project Site shall be prepared by the paleontologist to the point of identification and catalogued before such fossil is donated to a final repository.
- MM-5: A-5 All fossils recovered from the Project Site shall be donated to a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County. Along with any fossil donated to an institution, the paleontologist shall also prepare (or have prepared) and included with the fossil notes, maps, and (if available) relevant photographs of the fossil and its location prior to removal.
- MM-6: A-6 If fossils are recovered from the Project Site, following completion of the tasks set forth in Mitigation Measures A-3 through A-6 above, the paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, and a description of the fossils collected and their respective significance. The report shall be submitted by the paleontologist to the Lead Agency, to the Natural History Museum of Los Angeles County, and to representatives of other appropriate or concerned agencies. This report shall signify the satisfactory completion of the monitoring and review of excavation and grading activities and application of the required mitigation measures.
- MM-7: A-7 In the event human remains are discovered, work in the immediate vicinity of the discovery shall be suspended and the County Coroner shall be

contacted. If the remains are deemed Native American in origin, the Native American Heritage Commission ("NAHC") shall be contacted to request consultation with an NAHC appointed Most Likely Descendant pursuant to Public Resources Code Section 5097.98 and CEQA Guidelines Section 15064.5. Work may be resumed at the landowner's discretion but shall only commence once consultation and treatment have been concluded. Work may continue on other parts of the Project Site while consultation and treatment are conducted.

- MM-8: B-1 All open areas not used for buildings, driveways, pedestrian amenities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the Planning Department.
- MM-9: B-2 A landscape plan shall be prepared by a licensed landscape architect to the satisfaction of the Planning Department.
- MM-10: B-3 The Applicant shall ensure through appropriate postings and daily visual inspections that no unauthorized materials are posted on any temporary construction barriers or temporary pedestrian walkways, and that such temporary barriers and walkways are maintained in a visually attractive manner throughout the construction period.
- MM-11: B-4 The Applicant shall prepare a street tree plan to be reviewed and approved by the City's Department of Public Works, Street Tree Division. All plantings in the public right-of-way shall be installed in accordance with the approved street tree plan.
- MM-12: B-5 Outdoor lighting shall be designed and installed with shielding so that the light source shall not project directly upon any adjacent residential properties or routinely used outdoor spaces.
- MM-13: B-6 All exterior glazing used on the building surfaces shall be low-reflective.
- MM-14: B-7 All new street and pedestrian lighting within the public right-of-way shall be approved by the Bureau of Street Lighting and shall be tested in accordance with the requirements of the Bureau of Street Lighting.
- MM-15: B-8 New lit signage shall be oriented so that the light source does not directly project upon any adjacent R1 property to the west of Century Park West.
- MM-16: B-9 Architectural lighting shall be directed onto the building surfaces and have low reflectivity to minimize glare and limit light onto adjacent properties.
- MM-17: B-10 Prior to the issuance of a building permit, architectural plans showing building surface materials shall be submitted to the Planning Department for review to ensure that specific surfacing materials and trim shall not cause roadway glare.
- MM-18: C-1 Proposed buildings would be designed to minimize the need for the application of architectural coatings; and where the application of architectural coatings is necessary, shall use low and zero VOC coatings to the extent feasible.

- MM-19: C-2 Water active grading/excavation sites and unpaved surfaces at least three times daily.
- MM-20: C-3 The Project Applicant shall require by contract specifications that construction-related equipment, including heavy duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for an extended period of time (i.e., 5 minutes or longer).
- MM-21: C-4 The Project Applicant shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site and that the use of electrical generators powered by internal combustion engines shall be limited to three generators operating a combined 12 hours per day during building construction. The Project Applicant shall also encourage the use of fuel cells as a power source instead of diesel generators, to the extent feasible.
- MM-22: C-5 The project representative shall make available to the lead agency and SCAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the mass grading phase of project construction. The inventory shall include the horsepower rating, engine production year, and certification of the specified Tier standard. A copy of each unit's certified tier specification, BACT documentation, and CARB or AQMD operating permit shall be provided onsite at the time of mobilization of each applicable unit of equipment. Off-road diesel-powered construction equipment shall meet the Tier standards based on the following schedule:
- Prior to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp used an aggregate of 40 or more hours shall meet Tier 3 off-road emissions standards, where commercially available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations, where commercially available.
  - Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp used an aggregate of 40 or more hours shall meet the Tier 4 emission standards, where commercially available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations, where commercially available.
- MM-23: C-6 All vehicles and equipment shall be properly tuned and maintained according to manufacturers' specifications.
- MM-24: C-7 Haul truck fleets during demolition and shoring/excavation activities shall use newer truck fleets (e.g., alternative fueled vehicles or meet 2010 model year Environmental Protection Agency [EPA] NOX standards), where commercially available. At a minimum, truck fleets used for these activities



shall be encouraged to apply for funding (e.g., Carl Moyer Grant Program) from the Air Resources Board (ARB) or Air Quality Management District (AQMD) to upgrade their truck fleets, and if awarded, shall be required to use those funds to upgrade their fleets.

- MM-25: F-1 Subsurface water shall be removed by subdrains from behind building basement walls and retaining walls to prevent development of damaging hydrostatic pressures and to avoid detrimental effects on the strength and compressibility of compacted fills in accordance with City of Los Angeles requirements, as applicable. Water shall be conducted to collection drains at the base of the walls and disposed of in accordance with all applicable permit requirements, including all applicable National Pollutant Discharge Elimination System requirements.
- MM-26: F-2 A temporary shoring system shall be implemented during Proposed Project construction to ensure slope stability during excavation activities. If the necessary space is available, temporary excavations up to 25 feet in depth can be sloped back at a 1:1 (horizontal to vertical), in lieu of shoring. Deeper excavations should be sloped at an inclination of 1½:1. Where there is not sufficient space for sloped embankments, temporary shoring shall be erected, in an acceptable manner. An acceptable manner may include, but is not limited to, installing steel soldier piers in drilled holes that would be backfilled with concrete and restrained with tie-in anchors.
- MM-27: F-3 Subterranean walls shall be braced internally and be designed to resist at-rest pressures. For preliminary design, it shall be assumed that the at-rest pressures will be equal to that developed by a fluid with a density of 55 pounds per cubic foot. In addition, subterranean walls shall be designed to resist any additional pressure resulting from storage or vehicular traffic and seismic earth pressures.
- MM-28: F-4 The Applicant shall ensure that all floor slabs, paving and adjacent concrete slabs and walks should be underlain by at least two feet of relatively non-expansive soil. Additionally, wall backfill shall consist of relatively non-expansive soil. The non-expansive soil could be composed of the granular on-site soil.
- MM-29: F-5 Excavation and grading activities shall be scheduled during dry weather periods, as feasible. If grading occurs during the rainy season (October 15 through April 1), construction Best Management Practices shall be enforced per City regulatory requirements to limit soils leaving the Project Site.
- MM-30: F-6 Appropriate erosion control and drainage devices to the satisfaction of the Los Angeles Department of Building and Safety shall be incorporated, such as sand bags and inlet and outlet structures, as specified by Section 91.7013 of the LABC. This could include planting fast-growing annual and perennial grasses in areas where construction is not immediately planned, which would shield and bind the soil.
- MM-31: F-7 Stockpiles and excavated soil shall be covered with secured tarps or plastic sheeting.

- MM-32: F-8 The Applicant shall comply with Ordinance No. 172,176 and Ordinance No. 173,494, as applicable, which specify Stormwater and Urban Runoff Pollution Control and require the application of BMPs.
- MM-33: F-9 The Applicant shall comply with Chapter IX, Division 70 of the Los Angeles Municipal Code (LAMC), as applicable, which addresses grading, excavations, and fills.
- MM-34: F-10 The Applicant shall comply with the applicable requirements of the SUSMP approved by the Los Angeles Regional Water Quality Control Board.

Mitigation Measures MM-35, MM-36, and MM-37 shall only apply if the version of the Proposed Project that is approved by the decision-makers includes retention of the Existing Hotel (e.g., Option B, Alternative 5).

- MM-35: F-11 During construction, underpinning shall be required to maintain the vertical support of the Existing Hotel. The underpinning may serve as part of the shoring system to retain the earth beneath the Existing Hotel. The underpinning/shoring system shall be designed to support the lateral surcharge pressures from nearby existing footings that are not underpinned. The underpinning piles shall consist of steel wide flange sections and shall be utilized to support the gravity loads of the Existing Hotel. The piles shall be deeply embedded into the ground well below the bottom of the excavation. The Existing Hotel shall be surveyed prior to the underpinning/shoring installation and monitored during excavation and construction until construction of the new parking structure is completed to at least the foundation level of the Rehabilitated Structure.
- MM-36: F-12 The soils underneath the Existing Hotel along the west edge of the Existing Hotel shall also be retained and secured by installing tieback anchors. The tieback anchors shall be deeply embedded underneath the Existing Hotel. Tie-back systems shall be designed such that the tie-backs do not interfere with existing utilities, basements, or foundations. Tie-backs shall each be tested to a specified test load in excess of the design anchor load.
- MM-37: F-13 Where temporary excavation slopes are planned, the stability of the slope shall be computed considering the location and loading of nearby structures such that there is a sufficient factor of safety for the sloped excavation. Also, where temporary shoring is utilized, the stability of the shored excavation shall be computed considering nearby structures. During construction of the shoring system, lagging shall be placed as shoring is placed, and voids behind lagging boards shall be backfilled with a sand-cement slurry as the excavation progresses.
- MM-38: G-1 Prior to issuance of permits for any demolition/renovation activity involving a particular structure, a LBP assessment of each existing structure shall be conducted. LBP to be impacted by the Project shall be removed and disposed of as a hazardous waste in accordance with all applicable regulations. Such regulations that would be followed during demolition under Option A or renovation under Option B include Construction Safety Orders 1532.1 (pertaining to lead) from Title 8 of the California Code of regulations, and lead exposure guidelines provided by the U.S. Department of Housing and Urban Development. The following LBP management practices shall be followed:

- Preparation of surveys which include analysis (XRF and bulk sample collection and laboratory analysis) of impacted suspect coatings, glazings, or finishes prior to or during demolition/ renovation.
- Preparation of plans and specifications detailing the proper engineering controls, personal protective equipment, and waste handling requirements to be utilized.
- Notification to the California Department of Public Health of lead abatement activities.
- Removal of LBPs to be impacted by renovation or demolition work prior to disturbance.
- Conducting work in accordance with Title 17 CCR Division 1, Chapter 8 and Title 8 Section 1532.1.
- Proper waste characterization in accordance with Title 22 CCR.
- Disposal of LBPs as required by applicable regulations.
- Third party oversight, air monitoring, and wipe sampling by certified personnel.

MM-39: G-2 Prior to demolition/renovation activities involving a particular structure a survey shall be conducted to identify representative ERMs, approximate their quantities, and to determine proper handling and disposal requirements. A technical specification for inclusion into the Project manual shall be prepared detailing the scope of work to be performed, the engineering controls to be utilized, and how waste materials shall be handled, transported, and disposed. Materials shall be diverted from landfills through recycling and incineration means. All work shall be conducted in accordance with applicable federal, State, and local regulations including 40 CFR Part 761 of the Toxic Substances Control Act (TSCA), the *Universal Waste Rule* found in the California Code of Regulations, Title 22, division 4.5, and the Department of Toxic Substances Control's (DTSC) Electronic Waste Recycling Act.

MM-40: G-3 The proposed new USTs shall be designed and sited in accordance with all applicable regulations. The Applicant shall ensure that the new USTs are registered with the LAFD, the State Department of Toxic Substance Control. The proposed on-site USTs shall be installed and maintained in accordance with all applicable federal, State, and local regulations including, but not limited to, the Resource Conservation and of the California Code of Regulations, Chapters 16 & 18 of the California Health and Safety Code, and the City of Los Angeles Fire Code. Design features included on the tanks to prevent leaks could include, but are not limited to, cathodic protection, leak detection and spill prevention.

MM-41: G-4 Prior to issuance of building permits, the Applicant shall comply with applicable requirements for State Division of Oil, Gas, and Geothermal Resources (DOGGR) site plan review. If any portions of the former oil wells are encountered during excavation and construction, work shall stop at that location and the DOGGR shall be provided an opportunity to investigate the oil wells. If the DOGGR determines that a re-abandonment is required, this re-abandonment would be completed in accordance with all applicable federal, State, and local regulations, including but not limited to Title 14 of the California Code of Regulations, as well as with appropriate LAFD recommendations.

MM-42: G-5 Prior to the issuance of building permits, a detailed methane investigation shall be conducted and a methane plan shall be prepared in

accordance with Chapter IX, Division 71 of the LAMC (Sections 91.7101 through 91.7104, and 91.7106 through 91.7107, and 91.7109). In accordance with P/BC 2002-101, site testing shall be scheduled either before, or 30 days after, any site grading. At least 26 shallow gas probes shall be installed within the footprint of the western portion of the podium structure (i.e., the podium plaza deck) after demolition of the existing podium structure. Any mitigation measures necessary to reduce potential methane hazards on the Project Site shall be included in this plan. These measures could include, but are not limited to, a building methane ventilation system. The Applicant shall follow the specifications identified in the LADBS' *Standard Plan: Methane Hazard Mitigation*.

- MM-43: G-6 During excavation activities, qualified field technicians shall be on-site to monitor excavated soils for the presence of hydrocarbons. If hydrocarbons are found in excavated soils, these soils shall be stockpiled separately and properly disposed of in accordance with all applicable federal, State, and local regulations.
- MM-44: G-7 During construction and operation, all potentially hazardous materials used on-site shall be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable standards and regulations.
- MM-45: G-10 Prior to the issuance of the demolition or building renovation permits for rehabilitation (whichever is required for the Project Option that is approved), the Applicant shall provide a letter to the LADBS from a California Certified Asbestos Consultant that a comprehensive asbestos survey of all suspect materials that shall be impacted by the Project have been identified. ACMs shall be removed from all areas that are directly disturbed by Project construction as well as adjoining areas when the removal is a logical extension of the construction work being completed. Further, ACM removal in undisturbed areas is not required. All ACM removal shall occur in compliance with SCAQMD Rule 1403 and LAFD Rule 68, as well as other State and federal regulations. Specific requirements of Rule 1403 include:
- Implementation of a thorough survey of the affected facility prior to issuance of permits for any demolition or renovation activity, including inspection, identification, and quantification of all friable and certain non-friable ACMs.
  - Surveys which include collection and analyses of representative asbestos building material samples, and quantification of these materials for asbestos abatement purposes prior to or during demolition/renovation.
  - Preparation of plans and specifications detailing the proper engineering controls, personal protective equipment, and waste handling requirements to be utilized.
  - Notification of the SCAQMD of the intent to demolish or renovate any facility at least ten days prior to commencing with the activity.
  - Removal and encapsulation of all ACMs prior to any demolition or renovation activity that would break up, dislodge, or similarly disturb the material.
  - Use of legally required procedures when removing ACMs. Placement of all collected ACMs in leak-tight containers or wrapping.
  - Disposal of ACMs as required by applicable regulations.
  - Third party oversight and air monitoring by certified personnel.

- MM-46: G-11 The existing 2,000-gallon diesel UST located on the southern portion of the Project Site shall continue to be maintained, relocated and/or upgraded (as required by code) in accordance with all applicable federal, State, and local regulations including, but not limited to, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Title 23 of the California Code of Regulations, Chapters 16 & 18 of the California Health and Safety Code, and the City of Los Angeles Fire Code.
- MM-47: H-1 The Proposed Project shall comply with the requirements of the applicable NPDES permit for stormwater discharge and with all applicable requirements of the RWQCB, EPA, and local agencies including the City of Los Angeles regarding water quality.
- MM-48: H-2 The Proposed Project shall implement stormwater BMPs as required by the City to retain or treat the runoff from a storm event producing 0.75 inch of rainfall in a 24-hour period. The design of structural BMPs shall be in accordance with the Development Best Management Practices Handbook Part B (Planning Activities). A signed certificate from a licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard shall be provided.
- MM-49: H-3 All storm drain inlets and catch basins within the Project area shall be stenciled with prohibitive language (such as "NO DUMPING—DRAINS TO OCEAN") and/or graphical icons to discourage illegal dumping.
- MM-50: H-4 The legibility of signs and stencils discouraging illegal dumping shall be maintained.
- MM-51: H-5 Materials used on-site having the potential to contaminate stormwater shall be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar stormwater conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.
- MM-52: J-1 The Proposed Project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
- MM-53: J-2 Noise and ground-borne vibration construction activities whose specific location on the Project Site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as feasibly possible from the nearest noise- and vibration-sensitive land uses.
- MM-54: J-3 Construction activities shall be scheduled, as feasible, so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- MM-55: J-4 All on-site construction loading and staging areas shall be located as far as feasibly possible from the nearest noise sensitive land uses located off-site.
- MM-56: J-5 During the site demolition and site preparation/excavation phases at the Project Site, temporary continuous barriers such as plywood structures or

flexible sound control curtains extending eight feet in height shall be erected along the perimeter of the Project Site between the Proposed Project and adjacent noise-sensitive uses.

- MM-57: J-6 All construction truck traffic shall be restricted to truck routes approved by the City of Los Angeles Department of Building and Safety, which shall avoid residential areas and other sensitive receptors to the extent feasible.
- MM-58: J-7 The Proposed Project shall comply with the City of Los Angeles Building Regulations Ordinance No. 178048, which requires a construction site notice to be provided that includes the following information: job site address; permit number; name and phone number of the contractor and owner or owner's agent; hours of construction allowed by code or any discretionary approval for the site; and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public and approved by the City's Department of Building and Safety.
- MM-59: J-8 The Proposed Project's Construction Staging and Traffic Management Plan (CSTMP) shall include a provision which requires that two weeks prior to the commencement of construction at the Project Site, notification shall be provided to the immediately surrounding off-site residential uses that identifies the construction schedule, including the various types of activities and equipment that would be occurring throughout the duration of the construction period.
- MM-60: L-1 In order to allow for a water flow of 12,000 gpm to the Project Site, a 12-inch line on Constellation Boulevard shall be constructed to replace a portion of the existing 8-inch line between Avenue of the Stars and Solar Way. The upgrade of this waterline on Constellation Boulevard between Avenue of the Stars and Century Park West has already been assigned to the applicant of the adjacent New Century Project as Mitigation Measure I.1-1 of the New Century Plan EIR (State Clearinghouse No. 2006061096). If construction of this improvement has not been completed by Westfield US Holding, LLC ("Westfield") prior to the receipt of a temporary Certificate of Occupancy for the residential component of the Proposed Project, the Project Applicant shall either install its portion of the line or provide payment of fees to the Los Angeles Department of Water and Power for its portion of the construction. If construction of the improvement has been completed by Westfield prior to the receipt of a temporary Certificate of Occupancy for the residential component of the Proposed Project, the Project Applicant shall have no further mitigation responsibilities with regard to water flow to the Project Site. If this requirement is satisfied through the payment of fees to the Los Angeles Department of Water and Power, the Project Applicant's fee shall consist of a fair share contribution subject to the approval of the Los Angeles Department of Water and Power. If this requirement is satisfied through construction by the Project Applicant, the design of the water line shall be subject to the approval of the Los Angeles Department of Water and Power and the Los Angeles Fire Department.
- MM-61: L-2 Prior to issuance of a certificate of occupancy, the Applicant shall develop a Fire Resources Management Plan for the Proposed Project in consultation with the Los Angeles Fire Department. In developing this plan

the Applicant shall consult with the Los Angeles Fire Department regarding potential staffing and equipment needs associated with the Proposed Project.

- MM-62: L-3 Prior to the issuance of building permits, the Project applicant shall consult with the Los Angeles Police Department Crime Prevention Unit regarding crime prevention features that the Department considers appropriate for the final design of the property.
- MM-63: L-4 After Project completion, the Applicant shall provide to the West Los Angeles Area Commanding Officer of the Los Angeles Police Department with a diagram of each portion of the Project Site showing access routes and additional information, as requested by the LAPD, to facilitate police response.
- MM-64: L-5 The Project Applicant shall pay all applicable school fees mandated by SB 50 to the LAUSD to offset the impact of additional student enrollment at schools serving the Project area.
- MM-65: L-6 For any shortfall in the provision of recreational facilities and parks pursuant to the requirements of LAMC Section 17.12, the Project Applicant shall pay in-lieu fees for the dedication of park land as established by LAMC Section 17.12.
- MM-66: L-7 The Project Applicant shall pay a mitigation fee of \$200 per capita, based on the projected resident population of the proposed development, to the Los Angeles Public Library to offset the impact of additional library facility demand in the Project Area.
- MM-67: M-1 Prior to the issuance of demolition and construction permits for the Proposed Project, a Construction Staging and Traffic Management Plan (CSTMP) shall be prepared and approved by LADOT and other appropriate agencies, and implemented during Proposed Project construction. The CSTMP shall describe the traffic control measures and devices to be implemented for the various construction phases, along with any sidewalk closures, traffic lane closures, temporary walkway installations, K-rail installations, temporary traffic lane modifications, temporary signal modifications, etc. The CSTMP shall also include the name and phone number of a contact person who can be reached 24 hours a day regarding construction traffic complaints or emergency situations. In addition, the CSTMP shall take into account and be coordinated with other Construction Staging and Traffic Management Plans that are in effect or have been proposed for other projects in Century City.
- MM-68: M-2 Pedestrian access shall be maintained on Avenue of the Stars, Solar Way and Century Drive around the Project Site.
- MM-69: M-3 Construction vehicles, including construction personnel vehicles, shall not park on public streets, including streets outside Century City.
- MM-70: M-4 Construction vehicles shall not stage or queue where they interfere with pedestrian and vehicular traffic or block access to nearby businesses.

- MM-71: M-5 Any staging of construction vehicles on public streets, including streets outside Century City, shall be approved by LADOT and, if necessary, other appropriate agencies.
- MM-72: M-6 If necessary, any traffic lane closures shall be limited to off-peak traffic periods, as approved by LADOT.
- MM-73: M-7 Flag persons in adequate number shall be provided to minimize impacts to traffic flow, and to ensure the safe access into and out of the Project Site.
- MM-74: M-8 To the extent feasible, the delivery of construction materials shall be scheduled during off-peak traffic periods.
- MM-75: M-9 Heavy-duty construction vehicles, except haul trucks, shall arrive at the site no earlier than 7:00 A.M. and depart no later than 6:00 P.M.
- MM-76: M-10 The hours and operation of haul trucks transporting demolished materials and excavated soil from the site shall be determined and approved by the City's Department of Building and Safety prior to the issuance of demolition and grading permits.
- MM-77: M-11 Dedicated turn lanes shall be provided for movement of construction trucks and equipment, where space is available and would not result in a safety concern for pedestrians and motorists.
- MM-78: M-14 The Conditions of Approval for the Proposed Project shall require that construction contracts prohibit construction workers from traversing through residential areas and require construction workers to use arterial streets to access the Project Site.
- MM-79: N-1 The landscaped irrigation system shall be designed, installed, and tested to provide uniform irrigation coverage for each zone. Sprinkler head patterns shall be adjusted to minimize over spray onto walkways and streets. Each zone (sprinkler valve) shall water plants having similar watering needs (i.e., do not mix shrubs, flowers and turf in the same watering zone).
- MM-80: N-2 Automatic irrigation timers shall be set to water landscaping during early morning or late evening hours to reduce water losses from evaporation. Irrigation run times for all zones shall be adjusted seasonally, reducing water times and frequency in the cooler months (fall, winter, spring). Sprinkler timer run times shall be adjusted to avoid water runoff, especially when irrigating sloped property.
- MM-81: N-3 Selection of drought-tolerant, low water consuming plant varieties shall be used to reduce irrigation water consumption. For a list of these plant varieties, refer to *Sunset Magazine*, October 1988, "The Unthirsty 100," pages 74-83, or consult a landscape architect.
- MM-82: N-4 The Project Applicant shall install ultra-low-flush high-efficiency toilets, ultra-low-flush high-efficiency urinals, and water-saving showerheads must be installed and limited to one showerhead per shower stall. Low flow faucet aerators shall be installed on all sink faucets.



- MM-83: N-5 The Project Applicant shall install domestic water heating systems located in close proximity to point(s) of use, as feasible; use of tank-less and on-demand water heaters as feasible.
- MM-84: N-6 The Project Applicant shall install high-efficiency clothes washers where clothes washers are provided, and high-efficiency dishwashers (Energy Star rated) shall be installed where dishwashers are provided.
- MM-85: N-7 In an effort to assist the City of Los Angeles in achieving compliance with AB 939 and to support recycling of operational wastes, the Proposed Project would include a residential recycling program.

**35. Construction Mitigation Conditions** – Prior to the issuance of a grading or building permit the Applicant shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department binding the Applicant and all successors to the following:

- CM-1 That a sign be required on site clearly stating a contact/complaint telephone number that provides contact to a live voice, not a recording or voice mail, during all hours of construction, the construction site address, and the tract map number. **YOU ARE REQUIRED TO POST THE SIGN 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN.**
- a. Locate the sign in a conspicuous place on the subject site or structure (if developed) so that the public can easily read it. The sign must be sturdily attached to a wooden post if it will be freestanding.
  - b. Regardless of who posts the site, it is always the responsibility of the applicant to assure that the notice is firmly attached, legible, and remains in that condition throughout the entire construction period.
  - c. If the case involves more than one street frontage, post a sign on each street frontage involved. If a site exceeds five (5) acres in size, a separate notice of posting will be required for each five (5) acres, or portion thereof. Each sign must be posted in a prominent location.
- CM-2 The applicant shall ensure the following construction Best Management Practices is incorporated within the Storm Water Pollution Prevention Plan (SWPPP):
- a. Chapter IX, Division 70b of the Los Angeles Municipal Code addresses grading, excavations, and fills. All grading activities shall require grading permits from the Department of Building and Safety.
  - b. Excavation and grading activities shall be scheduled during dry weather periods. If grading occurs during the rainy season (October 15 through April 1), diversion dikes shall be constructed to channel runoff around the site. Channels shall be lined with grass or roughened pavement to reduce runoff velocity.
  - c. Appropriate erosion control and drainage devices shall be provided to the satisfaction of the Building and Safety Department. These measures include interceptor terraces, berms, vee-channels, and inlet and outlet

structures, as specified by Section 91.7013 of the Building Code, including planting fast-growing annual and perennial grasses in areas where construction is not immediately planned.

- d. Stockpiles and excavated soil shall be covered with secured tarps or plastic sheeting.
  - e. All waste shall be disposed of properly. Use appropriately labeled recycling bins to recycle construction materials including: solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and vegetation. Non recyclable materials/wastes must be taken to an appropriate landfill. Toxic wastes must be discarded at a licensed regulated disposal site.
  - f. Clean up leaks, drips and spills immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.
  - g. Do not hose down pavement at material spills. Use dry cleanup methods whenever possible.
  - h. Store trash dumpsters either under cover and with drains routed to the sanitary sewer or use non-leaking or water tight dumpsters with lids. Wash containers in an area with properly connected sanitary sewer.
  - i. Use gravel approaches where truck traffic is frequent to reduce soil compaction and limit the tracking of sediment into streets.
  - j. Conduct all vehicle/equipment maintenance, repair, and washing away from storm drains. All major repairs are to be conducted off-site. Use drip pans or drop cloths to catch drips and spills.
- CM-3 The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by construction and hauling, and at all times provide reasonable control of dust caused by wind.
- CM-4 All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- CM-5 Ground cover in disturbed areas shall be quickly replaced.
- CM-6 All on-site haul roads shall be watered twice daily while in use during construction activities.
- CM-7 Vehicle speed on unpaved roads shall be reduced to less than 15 miles per hour (mph).
- CM-8 The project developer shall provide temporary traffic control during all phases of construction to assist with the improvement of traffic flow.
- CM-9 The project developer shall require by contract specifications that all diesel-powered construction equipment and haul trucks used would be retrofitted with after-treatment products (e.g., engine catalysts) to the extent that it is economically feasible and readily available in the South Coast Air Basin.

- CM-10 The project developer shall require contract specifications that alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) would be utilized to the extent that it is economically feasible and the equipment is readily available in the South Coast Air Basin.
- CM-11 The project developer shall utilize low-VOC paints on all portions of the proposed structures.
- CM-12 General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions..
- CM-13 General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
- CM-14 Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
- CM-15 Construction and demolition activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- CM-16 The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.
- CM-17 The project sponsor shall comply with the Noise Insulation Standards of Title 24 of the California Code Regulations, which insure an acceptable interior noise environment.

**D. Administrative Conditions:**

1. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Planning Department for placement in the subject file.
2. **Code Compliance.** Area, height and use regulations of the C2 zone classification of the subject property shall be complied with, except where herein conditions are more restrictive.
3. **Master Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Planning Department for attachment to the file.
4. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public officials, legislation or their successors, designees or amendment to any legislation.
5. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Planning Department and any designated agency, or the

agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.

6. **Project Plan Modifications.** Any corrections and/or modifications to the Project plans made subsequent to this grant that are deemed necessary by the Department of Building and Safety or other Agency for Code compliance, and which involve a change in site plan, floor area, parking, building height, yards or setbacks, building separations, or lot coverage, shall require a referral of the revised plans back to the Department of City Planning for additional review and final sign-off prior to the issuance of any building permit in connection with said plans. This process may require additional review and/or action by the appropriate decision making authority including the Director of Planning, City Planning Commission, Area Planning Commission, or Board.
7. **Corrective Conditions.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the City Planning Commission, or the Director of Planning, pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if in the decision makers opinion, such actions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
8. **Indemnification.** The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.
9. **Utilization of Concurrent Entitlement.** Pursuant to CPC-2008-4953-CU-CUB-DA-ZAA-SPP-SPR-PA-MISC, the subject, Conditional Use –Hotel Uses within in 500 feet of residential uses, Conditional Use for a Master Alcohol Permit, Development Agreement, Zoning Administrator's Adjustment for reduced yards, Specific Plan Project Permit Compliance, Site Plan Review, Plan Approval for relocating telecommunication facilities, and Miscellaneous Entitlement Approval to relocate the Pedestrian Corridor requires completion of all applicable conditions of approval herein to the satisfaction of the Department of City Planning shall coincide with the term of the Development Agreement, as approved and recommended by the City Planning Commission, and adopted by the City Council.

**BUREAU OF ENGINEERING - SPECIFIC CONDITIONS**

1. That a 2-foot variable width public sidewalk easement be provided at grade along Constellation boulevard adjoining the portion of the subdivision to complete a 45-foot half right-of-way dedication in accordance with Secondary Highway Standards including a 20-foot radius property line return easement at the intersection with Avenue of the Stars.
2. That the grading plans for excavation adjoining the public right-of-way be submitted for approval to Geotechnical Engineering Division. This condition can be cleared by West Los Angeles Engineering District.

**DEPARTMENT OF BUILDING AND SAFETY, GRADING DIVISION**

3. Comply with any requirements with the Department of Building and Safety, Grading Division for recordation of the final map and issuance of any permit.

**DEPARTMENT OF BUILDING AND SAFETY, ZONING DIVISION**

4. Prior to recordation of the final map, the Department of Building and Safety, Zoning Division shall certify that no Building or Zoning Code violations exist on the subject site. In addition, the following items shall be satisfied:
  - a. Provide a copy of building records, plot plan, and certificate of occupancy of all existing structures to verify the last legal use and the number of parking spaces required and provided on each site.
  - b. Obtain permits for the demolition or removal of all existing structures labeled to be demolished on the site. Accessory structures and uses are not permitted to remain on lots without a main structure or use. Provide copies of the demolition permits and signed inspection cards to show completion of the demolition work.
  - c. The submitted Map dimensions do not agree with ZIMAS. Revise the Map to address the discrepancy or provide a copy of the Certificate of Compliance for the lot line adjustment to match the submitted Map prior to obtaining Zoning Clearance.
  - d. Provide a copy of affidavit PKG-5650, PKG-5136, PKG-5126, AFF-58027, AFF-55700, AFF-55360, AFF-55356, AFF-54365, AFF-50807-CC, AFF-50806-CC, AFF-50805-CC, AFF-50803-CC, AFF-48683, AF-94-2186051-TCA, AF-94-2186050-OP, AF-94-222834-LT, AF-93-222833-LT, AF-92-1745107-LT, AF-92-1745106-LT, and PKG-LAYOUT-144. Show compliance with all the conditions/requirements of the above affidavit(s) as applicable. Termination of above affidavit(s) may be required after the

Map has been recorded, Obtain approval from the Department, on the termination form, prior to recording.

- e. Show all street easements(s) as required by Bureau of Engineering. "Area" requirements shall be rechecked as per net lot area after street dedication. Front and side yard requirements shall be required to comply with current code as measured from new property lines after dedication(s).
- f. Required parking spaces are required to remain for the remaining structure on the site. Show location of all parking spaces and access driveways. Provide copies of permits and final inspection cards, for any new garages or carports.
- g. Obtain land use permits to relocate driveways and all required parking for each building onto their correspondence sites. Provide a copy of permits and signed inspection cards to show work has been completed.
- h. Record a Covenant and Agreement to treat the buildings and structures located in an Air Space Subdivision as if they were within a single lot.

#### DEPARTMENT OF TRANSPORTATION

- 5. Prior to recordation of the final map, satisfactory arrangements shall be made with the Department of Transportation to assure:
  - a. A 60-foot reservoir space shall be provided, at a minimum, between the final property line (after any dedication) and:
    - (1) Any security gate.
    - (2) Any parking stall.
    - (3) Any guest intercom.
  - b. Comply with the requirements and recommendations listed under the Department of Transportation Assessment Letter dated August 31, 2010 for DOT Case Number WLA09-009, Option B with Office & Revised Option B without Office.
  - c. The project is subject to the West Los Angeles Transportation Improvement and Mitigation Specific Plan requirements. A parking area and driveway plan shall be submitted to DOT for approval prior to submittal of building permit plans for plan check by the Department of Building and Safety. Final DOT approval should be accomplished by submitting detailed site/driveway plans at a scale of 1"=40' to DOT's WLA/Coastal Development Review Section at 7166 West Manchester Avenue, Los Angeles, 90045. (MM)

**FIRE DEPARTMENT**

6. Prior to the recordation of the final map, a suitable arrangement shall be made satisfactory to the Fire Department, binding the subdivider and all successors to the following: (MM)
- a. No building or portion of a building shall be constructed more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel.
  - b. Any required fire hydrants to be installed shall be fully operational and accepted by the Fire Department prior to any building construction.
  - c. No framing shall be allowed until the roadway is installed to the satisfaction of the Fire Department.
  - d. Private streets shall be recorded as Private Streets, AND Fire Land. All private street plans shall show the words "Private Street and Fire lane" within the private street easement.
  - e. All parking restrictions for fire lanes shall be posted and/or painted prior to any Temporary Certificate of Occupancy being issued.
  - f. Plans showing areas to be posted and/or painted, "FIRE LAND NO PARKING" shall be submitted and approved by the Fire Department prior to building permit application sign-off.
  - g. Where rescue window access is required, provide conditions and improvements necessary to meet accessibility standards as determined by the Los Angeles Fire Department.
  - h. Building designs for multi-storied residential buildings shall incorporate at least one access stairwell off the main lobby of the building; but, in no case greater than 150 feet of horizontal travel distance from the edge of the public street, private street or fire lane. This stairwell shall extend unto the roof.
  - i. Entrance to the main lobby shall be located off the address side of the building.
  - j. Any required Fire Annunciator panel or Fire Control Room shall be located within 50 feet visual line of site of the main entrance stairwell or to the satisfaction of the Fire Department.

**DEPARTMENT OF WATER AND POWER**

7. Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power (LADWP) for compliance with LADWP's Water System Rules and requirements. Upon compliance with these conditions and requirements, LADWP's Water Services Organization will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-41.(c).)

**BUREAU OF STREET LIGHTING**

8. If new street light(s) are required, then prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or annexation of the property within the boundary of the development into a Street Lighting Maintenance Assessment District. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-3. (c).)

**BUREAU OF SANITATION**

9. Satisfactory arrangements shall be made with the Bureau of Sanitation, Wastewater Collection Systems Division for compliance with its sewer system review and requirements. Upon compliance with its conditions and requirements, the Bureau of Sanitation, Wastewater Collection Systems Division will forward the necessary clearances to the Bureau of Engineering. (This condition shall be deemed cleared at the time the City Engineer clears Condition No. S-1. (d).)

**INFORMATION TECHNOLOGY AGENCY**

10. That satisfactory arrangements be made in accordance with the requirements of the Information Technology Agency to assure that cable television facilities will be installed in the same manner as other required improvements. Refer to the LAMC Section 17.05-N. Written evidence of such arrangements must be submitted to the Information Technology Agency, 200 North Main Street, 12<sup>th</sup> Floor, Los Angeles, CA 90012, 213 922-8363.

**DEPARTMENT OF RECREATION AND PARKS**

11. That the Quimby fee be based on the R4 Zone and the requirements of LAMC Section 17.12. (MM)



**URBAN FORESTRY DIVISION AND THE DEPARTMENT OF CITY PLANNING**

12. Prior to the issuance of a grading permit, a plot plan prepared by a reputable tree expert, indicating the location, size, type, and condition of all existing trees on the site shall be submitted for approval by the Department of City Planning. All trees in the public right-of-way shall be provided per the current Urban Forestry Division standards.

Replacement by a minimum of one 24-inch box tree in the parkway and on the site for each non-protected street to be removed for the unavoidable loss of desirable trees on the site, and to the satisfaction of the Advisory Agency. (MM) **Note:** Removal of all trees in the public right-of-way shall require approval of the Board of Public Works. Contact: Urban Forestry Division at: (213) 485-5675. Failure to comply with this condition as written shall require the filing of a modification to this tract map in order to clear the condition.

**DEPARTMENT OF CITY PLANNING-SITE SPECIFIC CONDITIONS**

13. Prior to the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
- a. Limit the proposed development to the following:
    - (1) 280 residential condominium units
    - (2) 10 accessory housekeeping units
    - (3) 63 condominium units within existing hotel
    - (4) 394 hotel guest rooms
    - (5) 26,250 square feet of hotel meeting room/ballroom space
    - (6) 1,900 square feet of hotel retail space
    - (7) 14,100 square feet of hotel spa and fitness center space
    - (8) 9,100 square feet of hotel restaurant space
    - (9) 93,840 square feet of non-hotel commercial retail/restaurant floor area
  - b. Parking shall be provided in accordance with LAMC Section 12.21-A,4 and Advisory Agency requirements for guest parking. In addition, parking shall include 400 off-site parking spaces to be located at the Century West parking structure (2030 Century Park West). Any guest spaces shall be readily accessible, conveniently located, specifically reserved for guest parking, posted and maintained satisfactory to the Department of Building and Safety.

If guest parking spaces are gated, a voice response system shall be installed at the gate. Directions to guest parking spaces shall be clearly posted. Tandem parking spaces shall not be used for guest parking.

In addition, prior to issuance of a building permit, a parking plan showing off-street parking spaces, as required by the Advisory Agency, be submitted for review and approval by the Department of City Planning (200 North Spring Street, Room 750).

- c. Prior to issuance of a certificate of occupancy, a minimum 6-foot-high slumpstone or decorative masonry wall shall be constructed adjacent to neighboring residences, if no such wall already exists, except in required front yard.
  - d. The applicant shall install an air filters capable of achieving a Minimum Efficiency Rating Value (MERV) of at least 11 or better in order to reduce the effects of diminished air quality on the occupants of the project. (MM)
  - e. That a solar access report shall be submitted to the satisfaction of the Advisory Agency prior to obtaining a grading permit.
  - f. That the subdivider considers the use of natural gas and/or solar energy and consults with the Department of Water and Power and Southern California Gas Company regarding feasible energy conservation measures.
  - g. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material. (MM)
  - h. The applicant shall install shielded lighting to reduce any potential illumination affecting adjacent properties. (MM)
14. Prior to the clearance of any tract map conditions, the applicant shall show proof that all fees have been paid to the Department of City Planning, Expedited Processing Section.
  15. Prior to the issuance of the building permit or the recordation of the final map, a copy of the CPC-2008-4953-CU-CUB-DA-ZAA-SPP-SPR-GB shall be submitted to the satisfaction of the Advisory Agency. In the event that CPC-2008-4953-CU-CUB-DA-ZAA-SPP-SPR-GB is not approved, the subdivider shall submit a tract modification.
  16. Prior to issuance of a building permit, the applicant will acquire Trips consistent with and as allowed by the CCNSP and will record a covenant describing the

transferred Trips against the subject property, making the project consistent with the Trip requirements of the CCNSP.

17. Prior to the issuance of a grading permit, the subdivider shall record and execute a Covenant and Agreement (Planning Department General Form CP-6770), binding the subdivider to the following haul route conditions: (MM)
  - a. The project is limited to the export of 412,200 cubic yards of material
  - b. Streets to be used are limited to: Constellation Boulevard, Avenue of the Stars, Santa Monica Boulevard, I-405 Freeway. If the destination is the Chiquita Canyon Landfill, the route will continue along, I-5 Freeway, Exit 172, Newhall Ranch Road, Henry Mayo Drive to the Chiquita Canyon Landfill entrance.
  - c. Hauling hours of operation shall be from 7:00 a.m. to 5:00 p.m. Monday through Friday and 6:00 a.m. to 3:00 p.m. on Saturday. Trucks shall not arrive at the construction site before the prescribed start time.
  - d. Trucks shall be restricted to 18-wheel dump trucks or smaller.
  - e. All staging shall be on-site or adjacent to the site. Alternatively, an off-site and off-street location shall be selected and trucks can be radioed into site.
  - f. The Traffic Bureau of the Los Angeles Police Department shall be notified prior to the start of hauling (213.485.3106).
  - g. Streets shall be cleaned of spilled materials at the termination of each work day.
  - h. The final approved haul routes and all the conditions of approval shall be available on the job site at all times.
  - i. The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
  - j. Hauling and grading equipment shall be kept in good operating condition and muffled as required by law.
  - k. All loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.

- l. All trucks are to be watered at the job site to prevent excessive blowing dirt.
  - m. All trucks are to be cleaned of loose earth at the job site to prevent spilling. Any material spilled on the public street shall be removed by the contractor.
  - n. The applicant shall be in conformance with the State of California, Department of Transportation, policy regarding movements of reducible loads.
  - o. All regulations set forth in the State of California Department of Motor Vehicles pertaining to the hauling of earth shall be complied with.
  - p. "Truck Crossing" warning signs shall be placed 300 feet in advance of the exit in each direction.
  - q. One flag person(s) shall be required at the job and dump sites to assist the trucks in and out of the project area. Flag person(s) and warning signs shall be in compliance with Part II of the 1985 Edition of "Work Area Traffic Control Handbook."
  - r. The City of Los Angeles, Department of Transportation, telephone 213.485.2298, shall be notified 72 hours prior to beginning operations in order to have temporary "No Parking" signs posted along the route.
  - s. Any desire to change the prescribed routes must be approved by the concerned governmental agencies by contacting the Street Use Inspection Division at 213.485.3711 before the change takes place.
  - t. The permittee shall notify the Street Use Inspection Division, 213.485.3711, at least 72 hours prior to the beginning of hauling operations and shall also notify the Division immediately upon completion of hauling operations.
  - u. A surety bond shall be posted in an amount satisfactory to the City Engineer for maintenance of haul route streets. The forms for the bond will be issued by the West Los Angeles District Engineering Office, 1828 Sawtelle Boulevard, 3<sup>rd</sup> Floor, Los Angeles, CA 90025. Further information regarding the bond may be obtained by calling 310.575.8388.
18. **Indemnification.** The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or

annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

#### DEPARTMENT OF CITY PLANNING-ENVIRONMENTAL MITIGATION MEASURES

19. Prior to recordation of the final map the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department requiring the subdivider to identify mitigation monitors who shall provide periodic status reports on the implementation of mitigation items required by Mitigation Condition Nos. 11, 12, 13d, 13g, 13h, 17, 20 and 21 of the Tract's approval satisfactory to the Advisory Agency. The mitigation monitors shall be identified as to their areas of responsibility, and phase of intervention (pre-construction, construction, postconstruction/maintenance) to ensure continued implementation of the above mentioned mitigation items.
  
20. Prior to the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
  - MM-1:** If an archaeological resource is encountered, construction activities shall be diverted and a qualified archaeologist shall be consulted. The archaeologist shall assess the significance of the exposed archaeological discovery in accordance with all relevant California Register of Historical Resources criteria. If the resource is historically significant, and if it is not possible to construct the Proposed Project without disturbance of the archaeological resource, a data recovery plan shall be implemented unless the qualified archaeologist determines that testing or studies already completed have adequately recovered the scientifically consequential information from and about the resource. The data recovery plan, if needed, shall set forth the size of the sample to be acquired, the methods and techniques of excavation, methods and techniques of laboratory studies to be conducted, documentation procedures, and the place where all materials and documentation will be curated. All work required by this Mitigation Measure shall be undertaken in a manner that minimizes disruption and delay to the Proposed Project.

DEPARTMENT OF  
CITY PLANNING  
200 N. SPRING STREET, ROOM 525  
LOS ANGELES, CA 90012-4801  
AND  
6262 VAN NUYS BLVD., SUITE 351  
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CITY PLANNING COMMISSION

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August 14, 2012

Next Century Associates, LLC(A)(O)  
1999 Avenue of the Stars, Suite 2850  
Los Angeles, CA 90067

Century City Garage Partners, LP(O)  
2030 Century Park West  
Los Angeles, CA 90067

John Chiappe (E)  
PSOMAS  
555 South Flower Street  
Los Angeles, CA 90071

RE: Tract Map No.: 71688-CC  
Address: 2025 South Avenue of the Stars,  
2030 Century Park West, and 10220 West  
Constellation Boulevard  
Community Plan: West Los Angeles  
Zone: C2-2-O  
Council District: 5  
CEQA No.: ENV-2008-4950-EIR

**Letter of Correction**

On August 1, 2012, in accordance with provisions of Los Angeles Municipal Code Section 17.03, the Advisory Agency approved Vesting Tentative Tract Map No. 71688 composed of one Master Lot and 59 Airspace Lots, located at 2025 South Avenue of the Stars, 2030 Century Park West, and 10220 West Constellation Boulevard for a maximum of 63 new condominium units in the rehabilitated hotel, 280 condominium units, and 10 housekeeping units in the two towers. The appeal period ended on August 13, 2012 with no appeals filed.

However, two instances within the determination inadvertently and incorrectly stated a total of 280 condominiums in lieu of 290 condominium units would be provided within the two towers as is depicted on the tract map that was approved with the Advisory Agency's action stamp-dated May 4, 2012. As such, the following portions of the determination letter are corrected to read as follows:

Grant Clause:

In accordance with provisions of Los Angeles Municipal Code (LAMC) Section 17.03 of the, the Advisory Agency approved Vesting Tentative Tract Map No. 71688 composed of one Master Lot and 59 Airspace Lots, located at 2025 South Avenue of the Stars, 2030 Century Park West, and 10220 West Constellation Boulevard for a **maximum of 63 new condominium units in the rehabilitated hotel, ~~280~~ 290 condominium units, and 10 housekeeping units in the two towers** as shown on map stamp-dated May 4, 2012 in the West Los Angeles Community Plan. This unit density is based on the R4 Zone. (The subdivider is hereby advised that the LAMC may not permit this maximum approved density. Therefore, verification should be obtained from the Department of Building and Safety, which will legally interpret the Zoning code as it applies to this particular property.) For an appointment with the Subdivision Counter call (213) 482-7077. The Advisory Agency's approval is subject to the following conditions:

Conditions:

13. Prior to the recordation of the final map, the subdivider shall prepare and execute a Covenant and Agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
  - a. Limit the proposed development to the following:
    - (1) ~~280~~ 290 residential condominium units

All other conditions of approval shall remain unchanged.

Michael LoGrande  
Advisory Agency



JIM TOKUNAGA  
Deputy Advisory Agency

JT:LI

cc: Councilmember Paul Koretz  
Fifth District

EXHIBIT "C"  
MITIGATION MONITORING PROGRAM



## **IV. Mitigation Monitoring and Reporting Program**

### **1. Introduction**

The California Environmental Quality Act ("CEQA") requires a Mitigation Monitoring and Reporting Program ("MMRP") for projects where mitigation measures are a condition of their approval and development. An Environmental Impact Report ("EIR") has been prepared to address the potential environmental impacts of the proposed Project. Where appropriate, the EIR includes recommended mitigation measures to avoid or substantially lessen the significant environmental impacts associated with the Proposed Project. This MMRP is designed to monitor implementation of these mitigation measures. This MMRP has been prepared in compliance with the requirements of CEQA, Public Resources Code Section 21081.6, and Section 15097 of the CEQA Guidelines. This MMRP describes the procedures the Applicant shall use to implement the mitigation measures adopted in connection with the approval of the Proposed Project and the methods of monitoring and reporting on such actions. "Monitoring" is generally an ongoing or periodic process of project oversight. "Reporting" generally consists of a written compliance review that is presented to the decision making body or authorized staff person. For this MMRP, the City of Los Angeles is the Lead Agency for the Proposed Project. Unless otherwise noted, the mitigation measures below shall apply to whichever version of the Proposed Project is approved by the decision-makers (e.g., Option A, Option B, or an Alternative).

### **2. Purpose**

It is the intent of this MMRP to:

1. Verify compliance of the required mitigation measures of the EIR;
2. Provide a methodology to document implementation of required mitigation;
3. Provide a record and status of mitigation requirements;
4. Identify monitoring and enforcement agencies;
5. Establish and clarify administrative procedures for the clearance of mitigation measures;

6. Establish the frequency and duration of monitoring and reporting; and
7. Utilize the existing agency review processes' wherever feasible.

### **3. Administrative Procedures**

The Project Applicant shall be obligated to provide documentation concerning implementation of the listed mitigation measures to the appropriate monitoring agency and the appropriate enforcement agency as provided for herein. All departments listed below are within the City of Los Angeles unless otherwise noted. The entity responsible for the implementation of all mitigation measures shall be the Project Applicant unless otherwise noted.

As shown on the following pages, each required mitigation measure for the Proposed Project is listed and categorized by impact area, with accompanying discussion of:

- Enforcement Agency—the agency with the power to enforce the mitigation measure.
- Monitoring Agency—the agency to which reports involving feasibility, compliance, implementation, and development are made.
- Monitoring Phase—the phase of the Proposed Project during which the mitigation measure shall be monitored.
- Monitoring Frequency—the frequency of which the mitigation measure shall be monitored.
- Action(s) Indicating Compliance—the action(s) of which the Enforcement or Monitoring Agency indicates that compliance with the required mitigation measure has been implemented.

### **4. Enforcement**

This MMRP shall be in place throughout all phases of the Proposed Project. The entity responsible for implementing each mitigation measure is set forth within the text of the mitigation measure. The entity responsible for implementing the mitigation shall also be obligated to provide certification, as identified below, to the appropriate monitoring agency and the appropriate enforcement agency that compliance with the required mitigation measure has been implemented.

## 5. Program Modification

After review and approval of the final MMRP by the Lead Agency, minor changes and modifications to the MMRP are permitted, but can only be made by the Applicant or its successor subject to the approval by the City of Los Angeles. The Lead Agency, in conjunction with any appropriate agencies or departments, will determine the adequacy of any proposed change or modification. The flexibility is necessary in light of the prototypical nature of the MMRP, and the need to protect the environment with a workable program. No changes will be permitted unless the MMRP continues to satisfy the requirements of CEQA, as determined by the Lead Agency.

## 6. Mitigation Monitoring and Reporting Program

### IV.A. Impacts Found To Be Less Than Significant

**Mitigation Measure A-1:** If an archaeological resource is encountered, construction activities shall be diverted and a qualified archaeologist shall be consulted. The archaeologist shall assess the significance of the exposed archaeological discovery in accordance with all relevant California Register of Historical Resources criteria. If the resource is historically significant, and if it is not possible to construct the Proposed Project without disturbance of the archaeological resource, a data recovery plan shall be implemented unless the qualified archaeologist determines that testing or studies already completed have adequately recovered the scientifically consequential information from and about the resource. The data recovery plan, if needed, shall set forth the size of the sample to be acquired, the methods and techniques of excavation, methods and techniques of laboratory studies to be conducted, documentation procedures, and the place where all materials and documentation will be curated. All work required by this Mitigation Measure shall be undertaken in a manner that minimizes disruption and delay to the Proposed Project.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with archaeologist if resource(s) are discovered

- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
If unanticipated discoveries are found, submittal of compliance certification report and mitigation plan(s) by a qualified archaeologist.

**Mitigation Measure A-2:** If a potential paleontological resource is encountered, construction activities shall be diverted and a qualified paleontologist shall be consulted. If a potential fossil is found and the paleontologist determines that such fossil could be important, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of such fossil and, if necessary and appropriate, salvage of such fossil.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with paleontologist upon discovery of resource(s)
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
If unanticipated discoveries are found, submittal of compliance certification report and mitigation plan(s) by a qualified paleontologist.

**Mitigation Measure A-3:** At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor may assist the paleontologist in removing rock samples from excavation and grading locations for initial processing.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with paleontologist upon discovery of resource(s)
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
If unanticipated discoveries are found, submittal of compliance certification report and mitigation plan(s) by a qualified paleontologist.

**Mitigation Measure A-4:** All fossils encountered and recovered from the Project Site shall be prepared by the paleontologist to the point of

identification and catalogued before such fossil is donated to a final repository.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with paleontologist upon discovery of resource(s)
- **Action(s) Indicating Compliance with Mitigation Measure(s):** If unanticipated discoveries are found, submittal of compliance certification report and mitigation plan(s) by a qualified paleontologist.

**Mitigation Measure A-5:** All fossils recovered from the Project Site shall be donated to a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County. Along with any fossil donated to an institution, the paleontologist shall also prepare (or have prepared) and included with the fossil notes, maps, and (if available) relevant photographs of the fossil and its location prior to removal.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with paleontologist upon discovery of resource(s)
- **Action(s) Indicating Compliance with Mitigation Measure(s):** If unanticipated discoveries are found, submittal of compliance certification report and mitigation plan(s) by a qualified paleontologist.

**Mitigation Measure A-6:** If fossils are recovered from the Project Site, following completion of the tasks set forth in Mitigation Measures A-3 through A-6 above, the paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, and a description of the fossils collected and their respective significance. The report shall be submitted by the paleontologist to the Lead Agency, to the Natural History Museum of Los Angeles County, and to representatives of other appropriate or concerned agencies. This report shall signify the satisfactory

completion of the monitoring and review of excavation and grading activities and application of the required mitigation measures.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with paleontologist upon discovery of resource(s)
- **Action(s) Indicating Compliance with Mitigation Measure(s):** If unanticipated discoveries are found, submittal of compliance certification report and mitigation plan(s) by a qualified paleontologist.

**Mitigation Measure A-7:** In the event human remains are discovered, work in the immediate vicinity of the discovery shall be suspended and the County Coroner shall be contacted. If the remains are deemed Native American in origin, the Native American Heritage Commission (“NAHC”) shall be contacted to request consultation with an NAHC-appointed Most Likely Descendant pursuant to Public Resources Code Section 5097.98 and CEQA Guidelines Section 15064.5. Work may be resumed at the landowner’s discretion but shall only commence once consultation and treatment have been concluded. Work may continue on other parts of the Project Site while consultation and treatment are conducted.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** To be determined by consultation with NAHC upon discovery of resource(s)
- **Action(s) Indicating Compliance with Mitigation Measure(s):** If unanticipated discoveries are found, written evidence of compliance with Public Resources Code Section 5097.98.

#### **IV.B.1 Aesthetics—Visual Quality/Views**

**Mitigation Measure B-1:** All open areas not used for buildings, driveways, pedestrian amenities or walks shall be attractively landscaped and maintained in accordance with a landscape plan, including an

automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the Planning Department.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at final field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

**Mitigation Measure B-2:** A landscape plan shall be prepared by a licensed landscape architect to the satisfaction of the Planning Department.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits

**Mitigation Measure B-3:** The Applicant shall ensure through appropriate postings and daily visual inspections that no unauthorized materials are posted on any temporary construction barriers or temporary pedestrian walkways, and that such temporary barriers and walkways are maintained in a visually attractive manner throughout the construction period.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**Mitigation Measure B-4:** The Applicant shall prepare a street tree plan to be reviewed and approved by the City's Department of Public Works, Street Tree Division. All plantings in the public right-of-way shall be installed in accordance with the approved street tree plan.

- **Enforcement Agency:** Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at final field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

#### **IV.B.2 Aesthetics—Light, Glare, and Shading**

**Mitigation Measure B-5:** Outdoor lighting shall be designed and installed with shielding so that the light source shall not project directly upon any adjacent residential properties or routinely used outdoor spaces.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

**Mitigation Measure B-6:** All exterior glazing used on the building surfaces shall be low-reflective.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at field inspection



- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

**Mitigation Measure B-7:** All new street and pedestrian lighting within the public right-of-way shall be approved by the Bureau of Street Lighting and shall be tested in accordance with the requirements of the Bureau of Street Lighting.

- **Enforcement Agency:** Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

**Mitigation Measure B-8:** New lit signage shall be oriented so that the light source does not directly project upon any adjacent R1 property to the west of Century Park West.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

**Mitigation Measure B-9:** Architectural lighting shall be directed onto the building surfaces and have low reflectivity to minimize glare and limit light onto adjacent properties.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Once at field inspection

- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval and issuance of building permits; Issuance of Certificate of Occupancy

**Mitigation Measure B-10:** Prior to the issuance of a building permit, architectural plans showing building surface materials shall be submitted to the Planning Department for review to ensure that specific surfacing materials and trim shall not cause roadway glare.

- **Enforcement Agency:** Los Angeles Department of Public Works; Los Angeles Department of City Planning
- **Monitoring Agency:** Los Angeles Department of Public Works; Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval and issuance of building permits

#### IV.C.1 Air Quality and Greenhouse Gas Emissions—Air Quality

**Mitigation Measure C-1:** Proposed buildings would be designed to minimize the need for the application of architectural coatings; and where the application of architectural coatings is necessary, shall use low and zero VOC coatings to the extent feasible.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Building and Safety; SCAQMD
- **Monitoring Agency:** Los Angeles Department of City Planning; Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval and issuance of building permits; Field inspection sign-off

**Mitigation Measure C-2:** Water active grading/excavation sites and unpaved surfaces at least three times daily.

- **Enforcement Agency:** SCAQMD; Los Angeles Department of Building and Safety

- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**Mitigation Measure C-3:** The Project Applicant shall require by contract specifications that construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for an extended period of time (i.e., 5 minutes or longer).

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**Mitigation Measure C-4:** The Project Applicant shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site and that the use of electrical generators powered by internal combustion engines shall be limited to three generators operating a combined 12 hours per day during building construction. The Project Applicant shall also encourage the use of fuel cells as a power source instead of diesel generators, to the extent feasible.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during construction

- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Quarterly compliance certification report submitted by project contractor

**Mitigation Measure C-5:** The project representative shall make available to the lead agency and SCAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the mass grading phase of project construction. The inventory shall include the horsepower rating, engine production year, and certification of the specified Tier standard. A copy of each unit's certified tier specification, BACT documentation, and CARB or AQMD operating permit shall be provided onsite at the time of mobilization of each applicable unit of equipment. Off-road diesel-powered construction equipment shall meet the Tier standards based on the following schedule:

- **Prior to December 31, 2014:** All off-road diesel-powered construction equipment greater than 50 hp used an aggregate of 40 or more hours shall meet Tier 3 off-road emissions standards, where commercially available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations, where commercially available.
- **Post-January 1, 2015:** All off-road diesel-powered construction equipment greater than 50 hp used an aggregate of 40 or more hours shall meet the Tier 4 emission standards, where commercially available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations, where commercially available.
- **Enforcement Agency:** SCAQMD; Los Angeles Department of Building and Safety
- **Monitoring Agency:** SCAQMD; Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction (initial submittal); Construction

- **Monitoring Frequency:** Once (initial submittal); Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Submittal of inventory to SCAQMD; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure C-6:** All vehicles and equipment shall be properly tuned and maintained according to manufacturers' specifications.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**Mitigation Measure C-7:** Haul truck fleets during demolition and shoring/excavation activities shall use newer truck fleets (e.g., alternative fueled vehicles or meet 2010 model year Environmental Protection Agency [EPA] NO<sub>x</sub> standards), where commercially available. At a minimum, truck fleets used for these activities shall be encouraged to apply for funding (e.g., Carl Moyer Grant Program) from the Air Resources Board (ARB) or Air Quality Management District (AQMD) to upgrade their truck fleets, and if awarded, shall be required to use those funds to upgrade their fleets.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

#### **IV.C.2 Air Quality and Greenhouse Gas Emissions— Greenhouse Gas Emissions**

No mitigation measures are identified in the EIR for this environmental issue.

#### **IV.D. Historic Resources**

No mitigation measures are identified in the EIR for this environmental issue.

#### **IV.E.1 Energy Conservation—Electricity**

No mitigation measures are identified in the EIR for this environmental issue.

#### **IV.E.2 Energy Conservation—Natural Gas**

No mitigation measures are identified in the EIR for this environmental issue.

#### **IV.F. Geology and Soils**

**Mitigation Measure F-1:** Subsurface water shall be removed by subdrains from behind building basement walls and retaining walls to prevent development of damaging hydrostatic pressures and to avoid detrimental effects on the strength and compressibility of compacted fills in accordance with City of Los Angeles requirements, as applicable. Water shall be conducted to collection drains at the base of the walls and disposed of in accordance with all applicable permit requirements, including all applicable National Pollutant Discharge Elimination System requirements.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

**Mitigation Measure F-2:** A temporary shoring system shall be implemented during Proposed Project construction to ensure slope stability during

excavation activities. If the necessary space is available, temporary excavations up to 25 feet in depth can be sloped back at a 1:1 (horizontal to vertical), in lieu of shoring. Deeper excavations should be sloped at an inclination of 1¼:1. Where there is not sufficient space for sloped embankments, temporary shoring shall be erected, in an acceptable manner. An acceptable manner may include, but is not limited to, installing steel soldier piers in drilled holes that would be backfilled with concrete and restrained with tie-in anchors.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

**Mitigation Measure F-3:** Subterranean walls shall be braced internally and be designed to resist at-rest pressures. For preliminary design, it shall be assumed that the at-rest pressures will be equal to that developed by a fluid with a density of 55 pounds per cubic foot. In addition, subterranean walls shall be designed to resist any additional pressure resulting from storage or vehicular traffic and seismic earth pressures.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

**Mitigation Measure F-4:** The Applicant shall ensure that all floor slabs, paving and adjacent concrete slabs and walks should be underlain by at least two feet of relatively non-expansive soil. Additionally, wall backfill shall consist of relatively non-expansive soil. The non-expansive soil could be composed of the granular on-site soil.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

**Mitigation Measure F-5:** Excavation and grading activities shall be scheduled during dry weather periods, as feasible. If grading occurs during the rainy season (October 15 through April 1), construction Best Management Practices shall be enforced per City regulatory requirements to limit soils leaving the Project Site.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**Mitigation Measure F-6:** Appropriate erosion control and drainage devices to the satisfaction of the Los Angeles Department of Building and Safety shall be incorporated, such as sand bags and inlet and outlet structures, as specified by Section 91.7013 of the LABC. This could include planting fast-growing annual and perennial grasses in areas where construction is not immediately planned, which would shield and bind the soil.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once prior to issuance of grading permit; periodic field inspections during construction



- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure F-7:** Stockpiles and excavated soil shall be covered with secured tarps or plastic sheeting.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**Mitigation Measure F-8:** The Applicant shall comply with Ordinance No. 172,176 and Ordinance No. 173,494, as applicable, which specify Stormwater and Urban Runoff Pollution Control and require the application of BMPs.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure F-9:** The Applicant shall comply with Chapter IX, Division 70 of the Los Angeles Municipal Code (LAMC), as applicable, which addresses grading, excavations, and fills.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction

- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure F-10:** The Applicant shall comply with the applicable requirements of the SUSMP approved by the Los Angeles Regional Water Quality Control Board.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; Los Angeles Regional Water Quality Control Board; Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Building and Safety; Los Angeles Regional Water Quality Control Board
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

Mitigation Measures F-11, F-12, and F-13 shall only apply if the version of the Proposed Project that is approved by the decision-makers includes retention of the Existing Hotel (e.g., Option B, Alternative 5).

**Mitigation Measure F-11:** During construction, underpinning shall be required to maintain the vertical support of the Existing Hotel. The underpinning may serve as part of the shoring system to retain the earth beneath the Existing Hotel. The underpinning/shoring system shall be designed to support the lateral surcharge pressures from nearby existing footings that are not underpinned. The underpinning piles shall consist of steel wide flange sections and shall be utilized to support the gravity loads of the Existing Hotel. The piles shall be deeply embedded into the ground well below the bottom of the excavation. The Existing Hotel shall be surveyed prior to the underpinning/shoring installation and monitored during excavation and construction until construction of the new parking structure is completed to at least the foundation level of the Rehabilitated Structure.

- **Enforcement Agency:** Los Angeles Department of Building and Safety

- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

**Mitigation Measure F-12:** The soils underneath the Existing Hotel along the west edge of the Existing Hotel shall also be retained and secured by installing tieback anchors. The tieback anchors shall be deeply embedded underneath the Existing Hotel. Tie-back systems shall be designed such that the tie-backs do not interfere with existing utilities, basements, or foundations. Tie-backs shall each be tested to a specified test load in excess of the design anchor load.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

**Mitigation Measure F-13:** Where temporary excavation slopes are planned, the stability of the slope shall be computed considering the location and loading of nearby structures such that there is a sufficient factor of safety for the sloped excavation. Also, where temporary shoring is utilized, the stability of the shored excavation shall be computed considering nearby structures. During construction of the shoring system, lagging shall be placed as shoring is placed, and voids behind lagging boards shall be backfilled with a sand-cement slurry as the excavation progresses.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction

- **Monitoring Frequency:** Once at plan check; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of grading permits; Field inspection sign-off

## IV.G. Hazards and Hazardous Materials

**Mitigation Measure G-1:** Prior to issuance of permits for any demolition/renovation activity involving a particular structure, a LBP assessment of each existing structure shall be conducted. LBP to be impacted by the Project shall be removed and disposed of as a hazardous waste in accordance with all applicable regulations. Such regulations that would be followed during demolition under Option A or renovation under Option B include Construction Safety Orders 1532.1 (pertaining to lead) from Title 8 of the California Code of Regulations, and lead exposure guidelines provided by the U.S. Department of Housing and Urban Development. The following LBP management practices shall be followed:

- Preparation of surveys which include analysis (XRF and bulk sample collection and laboratory analysis) of impacted suspect coatings, glazings, or finishes prior to or during demolition/renovation.
- Preparation of plans and specifications detailing the proper engineering controls, personal protective equipment, and waste handling requirements to be utilized.
- Notification to the California Department of Public Health of lead abatement activities.
- Removal of LBPs to be impacted by renovation or demolition work prior to disturbance.
- Conducting work in accordance with Title 17 CCR Division 1, Chapter 8 and Title 8 Section 1532.1.
- Proper waste characterization in accordance with Title 22 CCR.
- Disposal of LBPs as required by applicable regulations.
- Third party oversight, air monitoring, and wipe sampling by certified personnel.
- **Enforcement Agency:** Los Angeles Department of Building and Safety; Cal/EPA
- **Monitoring Agency:** Los Angeles Department of Building and Safety

- **Monitoring Phase:** Pre-Construction (prior to demolition); Construction, if LBP is found
- **Monitoring Frequency:** Once, prior to issuance of demolition permits; Ongoing during construction if LBP is found
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Submittal of LBP survey and issuance of demolition permits; if LBP is found, compliance report signoff by a qualified environmental consultant

**Mitigation Measure G-2:** Prior to demolition/renovation activities involving a particular structure a survey shall be conducted to identify representative ERMs, approximate their quantities, and to determine proper handling and disposal requirements. A technical specification for inclusion into the Project manual shall be prepared detailing the scope of work to be performed, the engineering controls to be utilized, and how waste materials shall be handled, transported, and disposed. Materials shall be diverted from landfills through recycling and incineration means. All work shall be conducted in accordance with applicable federal, State, and local regulations including 40 CFR Part 761 of the Toxic Substances Control Act (TSCA), the *Universal Waste Rule* found in the California Code of Regulations, Title 22, division 4.5, and the Department of Toxic Substances Control's (DTSC) Electronic Waste Recycling Act.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; Cal/EPA
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction (prior to demolition); Construction, if ERMs are found
- **Monitoring Frequency:** Once, prior to issuance of demolition permits; Ongoing during construction if ERMs are found
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Submittal of ERM survey and issuance of demolition permits; if ERMs are found, compliance report signoff by a qualified environmental consultant

**Mitigation Measure G-3:** The proposed new USTs shall be designed and sited in accordance with all applicable regulations. The Applicant shall ensure that the new USTs are registered with the LAFD, the State Department of Toxic Substance Control.

The proposed on-site USTs shall be installed and maintained in accordance with all applicable federal, State, and local regulations including, but not limited to, the Resource Conservation and

Recovery Act, the California Hazardous Waste Control Law, Title 23 of the California Code of Regulations, Chapters 16 & 18 of the California Health and Safety Code, and the City of Los Angeles Fire Code. Design features included on the tanks to prevent leaks could include, but are not limited to, cathodic protection, leak detection and spill prevention.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; DTSC; LAFD
- **Monitoring Agency:** Los Angeles Department of Building and Safety; LAFD
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once at plan check; periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits; Field inspection sign-off

**Mitigation Measure G-4:** Prior to issuance of building permits, the Applicant shall comply with applicable requirements for State Division of Oil, Gas, and Geothermal Resources (DOGGR) site plan review. If any portions of the former oil wells are encountered during excavation and construction, work shall stop at that location and the DOGGR shall be provided an opportunity to investigate the oil wells. If the DOGGR determines that a re-abandonment is required, this re-abandonment would be completed in accordance with all applicable federal, State, and local regulations, including but not limited to Title 14 of the California Code of Regulations, as well as with appropriate LAFD recommendations.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; DOGGR; LAFD
- **Monitoring Agency:** Los Angeles Department of Building and Safety; LAFD
- **Monitoring Phase:** Pre-Construction; Construction (if former wells are encountered)
- **Monitoring Frequency:** Once prior to issuance of grading permits; Once at field inspection during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits; LAFD sign-off during field inspection

**Mitigation Measure G-5:** Prior to the issuance of building permits, a detailed methane investigation shall be conducted and a methane plan shall

be prepared in accordance with Chapter IX, Division 71 of the LAMC (Sections 91.7101 through 91.7104, and 91.7106 through 91.7107, and 91.7109). In accordance with P/BC 2002-101, site testing shall be scheduled either before, or 30 days after, any site grading. At least 26 shallow gas probes shall be installed within the footprint of the western portion of the podium structure (i.e., the podium plaza deck) after demolition of the existing podium structure. Any mitigation measures necessary to reduce potential methane hazards on the Project Site shall be included in this plan. These measures could include, but are not limited to, a building methane ventilation system. The Applicant shall follow the specifications identified in the LADBS' *Standard Plan: Methane Hazard Mitigation*.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction; Construction
- **Monitoring Frequency:** Once prior to issuance of grading permits; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits; Field inspection sign-off

**Mitigation Measure G-6:** During excavation activities, qualified field technicians shall be on-site to monitor excavated soils for the presence of hydrocarbons. If hydrocarbons are found in excavated soils, these soils shall be stockpiled separately and properly disposed of in accordance with all applicable federal, State, and local regulations.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections during excavation
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**Mitigation Measure G-7:** During construction and operation, all potentially hazardous materials used on-site shall be contained, stored, and

used in accordance with manufacturers' instructions and handled in compliance with applicable standards and regulations.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction and Operation
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

Mitigation Measures G-8 and G-9 shall only apply if the version of the Proposed Project that is approved by the decision-makers includes removal of the Existing Hotel (e.g., Option A).

**Mitigation Measure G-8:** Prior to the issuance of a demolition permit, the Applicant shall provide a letter to the LADBS from a California Certified Asbestos Consultant that a comprehensive asbestos survey of all suspect materials that shall be impacted by the Project have been identified. If ACMs are found to be present, they shall be abated in compliance with SCAQMD Rule 1403 and LAFD Rule 68, as well as other State and federal regulations. Specific requirements of Rule 1403 include:

- Implementation of a thorough survey of the affected facility prior to issuance of permits for any demolition or renovation activity, including inspection, identification, and quantification of all friable and certain non-friable ACMs.
- Surveys which include collection and analyses of representative asbestos building material samples, and quantification of these materials for asbestos abatement purposes prior to or during demolition/renovation.
- Preparation of plans and specifications detailing the proper engineering controls, personal protective equipment, and waste handling requirements to be utilized.
- Notification of the SCAQMD of the intent to demolish or renovate any facility at least ten days prior to commencing with the activity.



- Removal and encapsulation of all ACMs prior to any demolition or renovation activity that would break up, dislodge, or similarly disturb the material.
- Use of legally required procedures when removing ACMs.
- Placement of all collected ACMs in leak-tight containers or wrapping.
- Disposal of ACMs as required by applicable regulations.
- Third party oversight and air monitoring by certified personnel.
- **Enforcement Agency:** Los Angeles Department of Building and Safety; SCAQMD
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction (prior to demolition); Construction, if ACMs are found
- **Monitoring Frequency:** Once prior to issuance of demolition permits; Periodic field inspections during construction if ACMs are found
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of demolition permit; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure G-9:** Prior to the issuance of demolition permits, the Applicant shall have the existing 2,000-gallon diesel UST located on the southern portion of the Project Site removed in accordance with applicable federal, State, and local regulations and disposed at an appropriately licensed facility. Soils located beneath the UST shall be assessed to determine whether any soil contamination has occurred. If soil contamination is identified, proper abatement procedures shall be conducted to remove the contaminated soils according to LAFD and applicable federal, State, and other local regulations. The Applicant shall obtain a "No Further Action" letter from the LAFD prior to issuance of a building permit.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; DTSC; LAFD
- **Monitoring Agency:** Los Angeles Department of Building and Safety; LAFD
- **Monitoring Phase:** Pre-Construction; Construction
- **Monitoring Frequency:** Once period to issuance of demolition permits

- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Issuance of No Further Action letter

Mitigation Measures G-10 and G-11 shall only apply if the version of the Proposed Project that is approved by the decision-makers includes retention of the Existing Hotel (e.g., Option B, Alternative 5).

**Mitigation Measure G-10:** Prior to the issuance of the demolition or building renovation permits for rehabilitation (whichever is required for the Project Option that is approved), the Applicant shall provide a letter to the LADBS from a California Certified Asbestos Consultant that a comprehensive asbestos survey of all suspect materials that shall be impacted by the Project have been identified. ACMs shall be removed from all areas that are directly disturbed by Project construction as well as adjoining areas when the removal is a logical extension of the construction work being completed. Further, ACM removal in undisturbed areas is not required. All ACM removal shall occur in compliance with SCAQMD Rule 1403 and LAFD Rule 68, as well as other State and federal regulations. Specific requirements of Rule 1403 include:

- Implementation of a thorough survey of the affected facility prior to issuance of permits for any demolition or renovation activity, including inspection, identification, and quantification of all friable and certain non-friable ACMs.
- Surveys which include collection and analyses of representative asbestos building material samples, and quantification of these materials for asbestos abatement purposes prior to or during demolition/renovation.
- Preparation of plans and specifications detailing the proper engineering controls, personal protective equipment, and waste handling requirements to be utilized.
- Notification of the SCAQMD of the intent to demolish or renovate any facility at least ten days prior to commencing with the activity.
- Removal and encapsulation of all ACMs prior to any demolition or renovation activity that would break up, dislodge, or similarly disturb the material.
- Use of legally required procedures when removing ACMs.
- Placement of all collected ACMs in leak-tight containers or wrapping.
- Disposal of ACMs as required by applicable regulations.

- Third party oversight and air monitoring by certified personnel.
- **Enforcement Agency:** Los Angeles Department of Building and Safety; SCAQMD
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction (prior to renovation); Construction if asbestos is found
- **Monitoring Frequency:** Once building renovation permits for rehabilitation; Ongoing during construction if asbestos is found
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Submittal of letter to LADBS and issuance of building renovation permits.

**Mitigation Measure G-11:** The existing 2,000-gallon diesel UST located on the southern portion of the Project Site shall continue to be maintained, relocated and/or upgraded (as required by code) in accordance with all applicable federal, State, and local regulations including, but not limited to, the Resource Conservation and Recovery Act, the California Hazardous Waste Control Law, Title 23 of the California Code of Regulations, Chapters 16 & 18 of the California Health and Safety Code, and the City of Los Angeles Fire Code.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; DTSC; LAFD
- **Monitoring Agency:** Los Angeles Department of Building and Safety; LAFD
- **Monitoring Phase:** Construction and Operation
- **Monitoring Frequency:** Periodic field inspections during construction and operation
- **Action(s) Indicating Compliance with Mitigation Measure(s):** LAFD sign-off

#### IV.H. Hydrology and Surface Water Quality

**Mitigation Measure H-1:** The Proposed Project shall comply with the requirements of the applicable NPDES permit for stormwater discharge and with all applicable requirements of the RWQCB, EPA, and local agencies including the City of Los Angeles regarding water quality.

- **Enforcement Agency:** Los Angeles Department of Building and Safety; RWQCB; Los Angeles Department of Public Works

- **Monitoring Agency:** Los Angeles Department of Building and Safety; RWQCB
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Approval of a Stormwater Pollution Prevention Plan; Field inspection sign-off

**Mitigation Measure H-2:** The Proposed Project shall implement stormwater BMPs as required by the City to retain or treat the runoff from a storm event producing 0.75 inch of rainfall in a 24-hour period. The design of structural BMPs shall be in accordance with the Development Best Management Practices Handbook Part B (Planning Activities). A signed certificate from a licensed civil engineer or licensed architect that the proposed BMPs meet this numerical threshold standard shall be provided.

- **Enforcement Agency:** Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once with approval of plans; Periodic field inspection during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of building permits; Field inspection sign-off; Submittal of signed certificate from licensed civil engineer or licensed architect

**Mitigation Measure H-3:** All storm drain inlets and catch basins within the Project area shall be stenciled with prohibitive language (such as "NO DUMPING—DRAINS TO OCEAN") and/or graphical icons to discourage illegal dumping.

- **Enforcement Agency:** Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-construction; construction
- **Monitoring Frequency:** Once with approval of plans; Periodic field inspection during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of building permits; Field inspection sign-off

**Mitigation Measure H-4:** The legibility of signs and stencils discouraging illegal dumping shall be maintained.

- **Enforcement Agency:** Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Public Works
- **Monitoring Phase:** Post-Construction
- **Monitoring Frequency:** Once at final field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Issuance of Certificate of Occupancy

**Mitigation Measure H-5:** Materials used on-site having the potential to contaminate stormwater shall be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar stormwater conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.

- **Enforcement Agency:** Los Angeles Department of Public Works
- **Monitoring Agency:** Los Angeles Department of Public Works
- **Monitoring Phase:** Post-Construction
- **Monitoring Frequency:** Once at final field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Issuance of Certificate of Occupancy

#### **IV.I. Land Use Planning**

No mitigation measures are identified in the EIR for this environmental issue.

#### **IV.J. Noise**

**Mitigation Measure J-1:** The Proposed Project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections

- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure J-2:** Noise and ground-borne vibration construction activities whose specific location on the Project Site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) shall be conducted as far as feasibly possible from the nearest noise- and vibration-sensitive land uses.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure J-3:** Construction activities shall be scheduled, as feasible, so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure J-4:** All on-site construction loading and staging areas shall be located as far as feasibly possible from the nearest noise-sensitive land uses located off-site.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections

- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection; Quarterly compliance certification report by the project contractor

**Mitigation Measure J-5:** During the site demolition and site preparation/excavation phases at the Project Site, temporary continuous barriers such as plywood structures or flexible sound control curtains extending eight feet in height shall be erected along the perimeter of the Project Site between the Proposed Project and adjacent noise-sensitive uses.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspections
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection; Quarterly compliance certification report by the project contractor

**Mitigation Measure J-6:** All construction truck traffic shall be restricted to truck routes approved by the City of Los Angeles Department of Building and Safety, which shall avoid residential areas and other sensitive receptors to the extent feasible.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once at plan approval; Periodic field inspections
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of demolition permits; Field inspection; Quarterly compliance certification report by the project contractor

**Mitigation Measure J-7:** The Proposed Project shall comply with the City of Los Angeles Building Regulations Ordinance No. 178048, which requires a construction site notice to be provided that includes the following information: job site address; permit number; name and phone number of the contractor and owner or owner's agent; hours of construction allowed by code or any discretionary approval for the site; and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is

readily visible to the public and approved by the City's Department of Building and Safety.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Quarterly throughout construction; during field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection; Quarterly compliance certification report by the project contractor

**Mitigation Measure J-8:** The Proposed Project's Construction Staging and Traffic Management Plan (CSTMP) shall include a provision which requires that two weeks prior to the commencement of construction at the Project Site, notification shall be provided to the immediately surrounding off-site residential uses that identifies the construction schedule, including the various types of activities and equipment that would be occurring throughout the duration of the construction period.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction and Construction
- **Monitoring Frequency:** Once at plan check; Periodic field inspections
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of demolition permits; Quarterly compliance certification report by the project contractor

## IV.K. Population and Housing

No mitigation measures are identified in the EIR for this environmental issue.

### IV.L.1 Public Services—Fire Protection

**Mitigation Measure L-1:** In order to allow for a water flow of 12,000 gpm to the Project Site, a 12-inch line on Constellation Boulevard shall be



constructed to replace a portion of the existing 8-inch line between Avenue of the Stars and Solar Way. The upgrade of this waterline on Constellation Boulevard between Avenue of the Stars and Century Park West has already been assigned to the applicant of the adjacent New Century Project as Mitigation Measure I.1-1 of the New Century Plan EIR (State Clearinghouse No. 2006061096). If construction of this improvement has not been completed by Westfield US Holding, LLC ("Westfield") prior to the receipt of a temporary Certificate of Occupancy for the residential component of the Proposed Project, the Project Applicant shall either install its portion of the line or provide payment of fees to the Los Angeles Department of Water and Power for its portion of the construction. If construction of the improvement has been completed by Westfield prior to the receipt of a temporary Certificate of Occupancy for the residential component of the Proposed Project, the Project Applicant shall have no further mitigation responsibilities with regard to water flow to the Project Site. If this requirement is satisfied through the payment of fees to the Los Angeles Department of Water and Power, the Project Applicant's fee shall consist of a fair share contribution subject to the approval of the Los Angeles Department of Water and Power. If this requirement is satisfied through construction by the Project Applicant, the design of the water line shall be subject to the approval of the Los Angeles Department of Water and Power and the Los Angeles Fire Department.

- **Enforcement Agency:** Los Angeles Department of Water and Power; Los Angeles Fire Department
- **Monitoring Agency:** Los Angeles Department of Water and Power
- **Monitoring Phase:** Pre-Construction; Construction
- **Monitoring Frequency:** Once at time of receipt of temporary Certificate of Occupancy for residential component
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Receipt of a temporary Certificate of Occupancy for the residential component of the Proposed Project

**Mitigation Measure L-2:** Prior to issuance of a certificate of occupancy, the Applicant shall develop a Fire Resources Management Plan for the Proposed Project in consultation with the Los Angeles Fire Department. In developing this plan the Applicant shall consult with the Los Angeles Fire Department regarding potential staffing and equipment needs associated with the Proposed Project.

- **Enforcement Agency:** Los Angeles Fire Department; Los Angeles Planning Department

- **Monitoring Agency:** Los Angeles Fire Department
- **Monitoring Phase:** Pre-Construction; Construction
- **Monitoring Frequency:** Once prior to issuance of a Certificate of Occupancy
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Receipt of a temporary Certificate of Occupancy for the residential component of the Proposed Project

#### **IV.L.2 Public Services—Police**

**Mitigation Measure L-3:** Prior to the issuance of building permits, the Project applicant shall consult with the Los Angeles Police Department Crime Prevention Unit regarding crime prevention features that the Department considers appropriate for the final design of the property.

- **Enforcement Agency:** Los Angeles Police Department, Los Angeles Planning Department
- **Monitoring Agency:** Los Angeles Planning Department
- **Monitoring Phase:** Pre-construction
- **Monitoring Frequency:** Once
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permit

**Mitigation Measure L-4:** After Project completion, the Applicant shall provide to the West Los Angeles Area Commanding Officer of the Los Angeles Police Department with a diagram of each portion of the Project Site showing access routes and additional information, as requested by the LAPD, to facilitate police response.

- **Enforcement Agency:** Los Angeles Police Department, Los Angeles Planning Department
- **Monitoring Agency:** Los Angeles Police Department
- **Monitoring Phase:** Operation (prior to occupancy)
- **Monitoring Frequency:** Once prior to issuance of certificate of occupancy
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Written confirmation of receipt by Los Angeles Police Department prior to issuance of certificate of occupancy

### **IV.L.3 Public Services—Schools**

**Mitigation Measure L-5:** The Project Applicant shall pay all applicable school fees mandated by SB 50 to the LAUSD to offset the impact of additional student enrollment at schools serving the Project area.

- **Enforcement Agency:** Los Angeles Unified School District
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once prior to issuance of building permit
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of building permit

### **IV.L.4 Public Services—Recreation and Parks**

**Mitigation Measure L-6:** For any shortfall in the provision of recreational facilities and parks pursuant to the requirements of LAMC Section 17.12, the Project Applicant shall pay in-lieu fees for the dedication of park land as established by LAMC Section 17.12.

- **Enforcement Agency:** Los Angeles Department of Recreation and Parks
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-construction
- **Monitoring Frequency:** Once prior to certificate of occupancy
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of certificate of occupancy

### **IV.L.5 Public Services—Libraries**

**Mitigation Measure L-7:** The Project Applicant shall pay a mitigation fee of \$200 per capita, based on the projected resident population of the proposed development, to the Los Angeles Public Library to offset the impact of additional library facility demand in the Project Area.

- **Enforcement Agency:** Los Angeles Public Library
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-construction
- **Monitoring Frequency:** Once prior to certificate of occupancy

- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Issuance of certificate of occupancy

#### **IV.M. Transportation/Traffic**

**Mitigation Measure M-1:** Prior to the issuance of demolition and construction permits for the Proposed Project, a Construction Staging and Traffic Management Plan (CSTMP) shall be prepared and approved by LADOT and other appropriate agencies, and implemented during Proposed Project construction. The CSTMP shall describe the traffic control measures and devices to be implemented for the various construction phases, along with any sidewalk closures, traffic lane closures, temporary walkway installations, K-rail installations, temporary traffic lane modifications, temporary signal modifications, etc. The CSTMP shall also include the name and phone number of a contact person who can be reached 24 hours a day regarding construction traffic complaints or emergency situations. In addition, the CSTMP shall take into account and be coordinated with other Construction Staging and Traffic Management Plans that are in effect or have been proposed for other projects in Century City.

- **Enforcement Agency:** Los Angeles Department of Transportation
- **Monitoring Agency:** Los Angeles Department of Transportation; Los Angeles Department of Public Works
- **Monitoring Phase:** Pre-Construction; Construction
- **Monitoring Frequency:** Once, prior to issuance of demolition permit; Periodic field inspections during construction
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Written verification of approval from the Los Angeles Department of Transportation and the Los Angeles Department of Public Works prior to the issuance of demolition and construction permits; Issuance of demolition permit; Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure M-2:** Pedestrian access shall be maintained on Avenue of the Stars, Solar Way and Century Drive around the Project Site.

- **Enforcement Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction

- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure M-3:** Construction vehicles, including construction personnel vehicles, shall not park on public streets, including streets outside Century City.

- **Enforcement Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure M-4:** Construction vehicles shall not stage or queue where they interfere with pedestrian and vehicular traffic or block access to nearby businesses.

- **Enforcement Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance certification report submitted by project contractor

**Mitigation Measure M-5:** Any staging of construction vehicles on public streets, including streets outside Century City, shall be approved by LADOT and, if necessary, other appropriate agencies.

- **Enforcement Agency:** Los Angeles Department of Transportation
- **Monitoring Agency:** Los Angeles Department of Transportation
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Once if staging on public streets is required

- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
LADOT approval of staging locations

**Mitigation Measure M-6:** If necessary, any traffic lane closures shall be limited to off-peak traffic periods, as approved by LADOT.

- **Enforcement Agency:** Los Angeles Department of Transportation
- **Monitoring Agency:** Los Angeles Department of Transportation
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
LADOT approval of traffic lane closures

**Mitigation Measure M-7:** Flag persons in adequate number shall be provided to minimize impacts to traffic flow, and to ensure the safe access into and out of the Project Site.

- **Enforcement Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Quarterly compliance report submitted by project contractor

**Mitigation Measure M-8:** To the extent feasible, the delivery of construction materials shall be scheduled during off-peak traffic periods.

- **Enforcement Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Quarterly compliance report submitted by project contractor

**Mitigation Measure M-9:** Heavy-duty construction vehicles, except haul trucks, shall arrive at the site no earlier than 7:00 A.M. and depart no later than 6:00 P.M.

- **Enforcement Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Quarterly compliance report submitted by project contractor

**Mitigation Measure M-10:** The hours and operation of haul trucks transporting demolished materials and excavated soil from the site shall be determined and approved by the City's Department of Building and Safety prior to the issuance of demolition and grading permits.

- **Enforcement Agency:** Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of Building and Safety
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once, prior to issuance of demolition permit
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of demolition and grading permits

**Mitigation Measure M-11:** Dedicated turn lanes shall be provided for movement of construction trucks and equipment, where space is available and would not result in a safety concern for pedestrians and motorists.

- **Enforcement Agency:** Los Angeles Department of Transportation
- **Monitoring Agency:** Los Angeles Department of Transportation; Los Angeles Department of Building and Safety
- **Monitoring Phase:** Construction
- **Monitoring Frequency:** Periodic field inspection
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off; Quarterly compliance report submitted by project contractor

Mitigation Measures M-12 and M-13 shall only apply if the version of the Proposed Project that is approved by the decision-makers is Option A.

**Mitigation Measure M-12:** Intersection 42: Century Park West/Constellation Boulevard. Prior to issuance of a Certificate of Occupancy, the Project Applicant shall: (a) restripe the north leg of Century Park West to provide two left-turn lanes and two through lanes in the southbound direction, and (b) modify the traffic signal equipment as necessary, as required by LADOT pursuant to Section 4.E.2 of the WLA TIMP.

- **Enforcement Agency:** Los Angeles Department of Transportation
- **Monitoring Agency:** Los Angeles Department of Transportation; Los Angeles Department of Public Works, Bureau of Engineering
- **Monitoring Phase:** Pre-construction; Construction
- **Monitoring Frequency:** Once prior to issuance of a Certificate of Occupancy
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Issuance of a Certificate of Occupancy

**Mitigation Measure M-13:** In accordance with the Federal Aviation Administration's maximum height determination for the Project Site, the heights of the north and south buildings under Option A shall be reduced such that the buildings do not exceed a maximum height of 862 feet above mean sea level.

- **Enforcement Agency:** Los Angeles Department of City Planning
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits

**Mitigation Measure M-14:** The Conditions of Approval for the Proposed Project shall require that construction contracts prohibit construction workers from traversing through residential areas and require construction workers to use arterial streets to access the Project Site.

- **Enforcement Agency:** Los Angeles Department of City Planning
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval and issuance of building permits



### IV.N.1 Utilities and Services—Wastewater

No mitigation measures are identified in the EIR for this environmental issue.

### IV.N.2 Utilities and Services—Water Supply

**Mitigation Measure N-1:** The landscaped irrigation system shall be designed, installed, and tested to provide uniform irrigation coverage for each zone. Sprinkler head patterns shall be adjusted to minimize over spray onto walkways and streets. Each zone (sprinkler valve) shall water plants having similar watering needs (i.e., do not mix shrubs, flowers and turf in the same watering zone).

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Water and Power
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval

**Mitigation Measure N-2:** Automatic irrigation timers shall be set to water landscaping during early morning or late evening hours to reduce water losses from evaporation. Irrigation run times for all zones shall be adjusted seasonally, reducing water times and frequency in the cooler months (fall, winter, spring). Sprinkler timer run times shall be adjusted to avoid water runoff, especially when irrigating sloped property.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Water and Power
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval

**Mitigation Measure N-3:** Selection of drought-tolerant, low water consuming plant varieties shall be used to reduce irrigation water consumption. For a list of these plant varieties, refer to *Sunset Magazine*, October 1988, "The Unthirsty 100," pages 74–83, or consult a landscape architect.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Water and Power

- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval

**Mitigation Measure N-4:** The Project Applicant shall install ultra-low-flush high-efficiency toilets, ultra-low-flush high-efficiency urinals, and water-saving showerheads must be installed and limited to one showerhead per shower stall. Low flow faucet aerators shall be installed on all sink faucets.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Water and Power; Los Angeles Department of Building and Safety
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval

**Mitigation Measure N-5:** The Project Applicant shall install domestic water heating systems located in close proximity to point(s) of use, as feasible; use of tank-less and on-demand water heaters as feasible.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Water and Power
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):**  
Plan approval

**Mitigation Measure N-6:** The Project Applicant shall install high-efficiency clothes washers where clothes washers are provided, and high-efficiency dishwashers (Energy Star rated) shall be installed where dishwashers are provided.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Water and Power
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction

- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval

### **IV.N.3 Utilities and Services—Solid Waste**

**Mitigation Measure N-7:** In an effort to assist the City of Los Angeles in achieving compliance with AB 939 and to support recycling of operational wastes, the Proposed Project would include a residential recycling program.

- **Enforcement Agency:** Los Angeles Department of City Planning; Los Angeles Department of Public Works Bureau of Sanitation Division
- **Monitoring Agency:** Los Angeles Department of City Planning
- **Monitoring Phase:** Pre-Construction
- **Monitoring Frequency:** Once at plan check
- **Action(s) Indicating Compliance with Mitigation Measure(s):** Plan approval