



Los Angeles City Planning Commission

200 North Spring Street, Room 272, City Hall, Los Angeles, CA 90012
www.cityofla.org/PLN/index.htm

Determination Mailing Date: DEC 18 2008

CITY COUNCIL
Room 395, City Hall

Applicant: Westfield LLC; Representative: Cindy Starret, Latham & Watkins

CASE NO. CPC-2006-1913-SP-SPR-CUB-ZAD-DA
ENV-2006-1914-EIR
RELATED CASE: VTT-65059-1A
Location: 10250 Santa Monica Boulevard 1801 Avenue of the Stars & 1930 Century Park West
Council District: No. 5
Plan Area: West Los Angeles
Request(s):

At its meeting on November 13, 2008, the following action was taken by the City Planning Commission:

1. **Disapproved** the request as filed.
2. **Approved and recommend that the City Council adopt** the requested Amendments to the Century City North Specific Plan, subject to the attached modified Conditions of Approval.
3. **Approved** the requested **Project Permit Compliance**, with the Century City North Specific Plan, subject to the attached Conditions of Approval.
4. **Approved** the requested **Site Plan Review**, subject to the attached Conditions of Approval.
5. **Approved** the requested **Conditional Use Permit** for alcohol, subject to the attached Conditions of Approval.
6. **Approved** the requested **Zoning Administrator's Determination** for shared parking, subject to the attached Conditions of Approval.
7. **Approved and recommend that the City Council adopt** the requested Development Agreement between Westfield LLC and the City of Los Angeles.
8. **Certified** that it has reviewed and considered the information contained in the Draft and Final Environmental Impact Report No. ENV 2006-1914-EIR (SCH# 2006061096), and **adopted** the Statement of Overriding Consideration and Environmental Findings of Fact.
9. **Adopted** the attached Findings.
10. **Advised** the applicant that, pursuant to California State Resources Code Section 21081.6, the City shall monitor or require evidence that mitigation conditions are implemented and maintained throughout the life of the project and the City may require any necessary fees to cover the cost of such monitoring.
11. **Advised** the applicant that pursuant to State Fish and Game Code Section 711.4, a Fish and Game Fee and/or Certificate of Fee Exemption is now required to be submitted to the County Clerk prior to or concurrent with the Environmental Notice of Determination (NOD) filing.

Fiscal Impact Statement: There is no General Fund impact as administrative costs are recovered through fees.

This action was taken by the following vote:

Moved: Usher
Seconded: Roschen
Ayes: Cardoso, Freer, Hughes, Lara
Absent: Kezios, Montanez, Woo

Vote: 6-0

James Williams, Commission Executive Assistant I
City Planning Commission

Effective Date / Appeals: The Commission's determination will be final 15 days from the mailing date of this determination unless an appeal is filed to the City Council within that time. All appeals shall be filed on forms provided at the Planning Department's Public Counters at 201 N. Figueroa Street, Fourth Floor, Los Angeles, or at 6262 Van Nuys Boulevard, Suite 251, Van Nuys.

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedure Section 1094.6. Under that provision, a petitioner may seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, only if the petition for writ of mandate pursuant to that section is filed no later than the 90th day following the date on which the City's decision becomes final.

Attachments: Conditions, Findings, Ordinance, Development Agreement, Environmental Findings
City Planner: Christopher Koontz

CONDITIONS OF APPROVAL

Specific Plan Project Permit Compliance

1. **Pedestrian Corridors.** Pursuant to Section 10.B of the Century City North Specific Plan, prior to issuance of a building permit, the applicant shall dedicate or convey an easement to the City for that portion of the Pedestrian Corridor within the project site, as shown on the Century City North Specific Plan map, if such dedication or easement does not currently exist. Any necessary substructure for any portion of the Pedestrian Corridor shall be provided for to the satisfaction of the City Engineer.
2. **Pedestrian Improvements.** The applicant shall improve the at-grade Pedestrian Crossing at the intersection of Constellation Boulevard and MGM Drive, including the upgrade/replacement/installation of traffic signals to the satisfaction of the Department of Transportation (LADOT), the Bureau of Engineering, and the Department of City Planning. These improvements shall include special street pavers to better delineate the intersection crosswalk. Such improvements shall be bonded and guaranteed prior to the issuance of any building permit and shall be complete prior to any issuance of a final Certificate of Occupancy for the final phase of the project.
3. **Rooftop Equipment.** All rooftop equipment including but not limited to ventilation, heating and air conditioning ducts, tubes, equipment and related appurtenances shall be screened from the view of pedestrians, motorists and occupants of adjacent buildings.

Site Plan Review

4. **Use.** The use and development of the subject property shall comply with all the provisions of underlying C2-2-O, C2-1L and C2-1VL zones, pursuant to Municipal Code Section 12.14, except where conditions herein may vary.
5. **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," stamped and dated November 13, 2008 attached to the subject case file (Exhibit B of the Staff Report), except as modified by this action. 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. Prior to the issuance of any building permits, except demolition, excavation, or foundation permits, detailed plans indicating compliance with these conditions shall be submitted for review, to the satisfaction of the Director of Planning.
6. **Century Park West Pedestrian Improvements.** The applicant shall improve the crosswalk across Century Park West at Santa Monica Boulevard. Such improvements shall include the addition of specialized paving to better delineate the sidewalk and improved wayfinding signage.
7. **Santa Monica Boulevard Pedestrian Improvements.** The applicant shall improve the crosswalk across Santa Monica Boulevard at Century Park West.

Such improvements shall include the realignment of the crosswalk to shorten the distance across Santa Monica Boulevard, the addition of specialized paving to better delineate the sidewalk, improved landscaping, stairway and ramp on the Northern terminus of the crosswalk and improved wayfinding signage.

- 8. Santa Monica Boulevard Vehicular Signage Improvements.** The applicant shall improve the signage for westbound approach to the shopping center entrance along Santa Monica Boulevard, including the upgrade/replacement/installation of traffic signs and indicators to the satisfaction of the Department of Transportation (LADOT), the Bureau of Engineering, and the Department of City Planning.
- 9. Density.** A maximum of 262 residential dwelling units may be constructed on the subject property.
- 10. Height.** The height of the mixed-use retail and residential tower shall not exceed 39 stories in height above the podium. All buildings within the C2-1L-O zone shall be limited to 75 feet in height as measured from the floor elevation of the plaza level of the existing shopping center. All buildings within the C2-1VL-O zone shall be limited to 45 feet in height as measured from the floor elevation of the plaza level of the existing shopping center.
- 11. Parking (Residential).** The project shall provide parking pursuant to the Municipal Code Section 12.21.A.4
 - a. Residential guest parking spaces shall be provided in addition to Municipal Code required parking which shall be readily accessible, conveniently located and specifically reserved for guests at a rate of ½ parking space per dwelling unit.
 - b. Tandem parking may be used only the spaces which are assigned and designed for a single residential unit.
 - c. Residential guest parking signs shall be clearly posted at building entrances. The signs shall be sufficiently large to read, easy to read lettering and shall indicate the general location of guest parking. Sign wording shall be to the satisfaction of the Department of City Planning and shall indicate the number of reserved guest parking spaces.
 - d. If any residential guest parking is located behind security gates, the following shall apply:
 - 1) A remote electronic gate opening system shall be installed so that the security gate can be opened from each residential unit served by the secured guest parking.
 - 2) An electronic intercommunication system shall be installed. The system shall be readily accessible to the drivers of guest vehicles and to the units served by the secured guest parking.

- 3) The security gate shall be set back at least 40-feet from the public right-of-way so as to provide a waiting area for guest vehicles and to prohibit blockage or interference with the public right-of-way by waiting guest vehicles.
 - 4) Alternatives to the provisions of this condition may be approved by the Department of City Planning provided that the intent of readily accessible guest parking facilities and no interference with the public right-of-way is assured.
- e. No guest parking fees may be charged for guests of residential tenants.
12. **Balconies.** On all balconies facing a public right-of-way, at least 50 percent of the balcony railings shall be made of opaque, translucent or solid material.
 13. **Related Tract Map.** The applicant shall comply with all of the requirements contained within Vesting Tentative Tract No. VTT 65059, including the map stamp-dated September 11, 2007, being processed concurrently with this determination with this determination and any subsequent modifications thereto, to the satisfaction of the Advisory Agency of the Department of City Planning.
 14. **Loading.** Loading and unloading operational activities shall not interfere with traffic on any public street. Public sidewalks, alleys and/or other public ways, including Century City North Specific Plan Pedestrian Walkway, shall not be used for temporary parking of vehicles while loading or unloading. The location of loading areas shall be clearly identified on the site plan to the satisfaction of the Department of City Planning. Until such time as its use is discontinued, the loading dock on Century Park West shall be supervised by an attendant during daylight delivery hours.
 15. **Wall (Trash and Storage).** Solid masonry walls, a minimum of 6-feet in height, shall enclose any outdoor trash and other storage areas. There shall be no openings except for gates. The areas shall be buffered so as not to result in noise, odor or debris impacts on any adjacent uses. Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material. Trash pick up shall take place only between 7:00 AM and 8:00 PM Monday through Friday, and 10:00 AM to 4:00 PM on Saturday. There shall be no pick up on Sunday or legal holidays.
 16. **Signs.** No new exterior signage shall be permitted until sufficient existing signage has been removed to result in an amount of total signage less than or equal to the restrictions set forth below.
 - a. **Sign Program.** Prior to the issuance of any building permits for a phase of the project approved herein which adds new commercial or residential square footage on the subject property by the Department of Building and Safety, the applicant shall submit an overall sign program for the placement of new signs for review and approval by the Director of Planning. The following design elements shall be considered by the Director.

1. Architectural compatibility with the project.
 2. Compatible size, scale, style, color, and materials.
 3. No sign shall impede or cause a hazardous visual distraction to vehicular traffic on adjacent public streets; and
 4. Sign illumination shall be shielded or directed to limit direct illumination of adjacent properties.
 5. Sign illumination shall be extinguished by 10 PM for any sign visible from an R1 zoned property.
 6. Mall identification signs and anchor tenant signs shall be eligible for more prominent signage than other tenant signs.
 7. Restaurant and non-anchor tenant signs shall be limited to a letter height of 24 inches and appropriate scale.
 8. The sign plan shall consider the scale and size of each sign in relation to its height above grade.
- b. **Prohibited Signs.** Billboards, signs with the appearance of billboards, electronic message boards, any LED sign board or any other sign with the appearance of a LED sign board, flashing, blinking, or animated and inflatable signs shall be prohibited. No supergraphics shall be allowed on site nor any vinyl, mesh or other surface may be attached or cover any portion of the exterior façade of any building or structure fronting or visible from the public right of way. No off-site advertising shall be permitted on any exterior surface of the Shopping Center.
- c. **Sign Area.** Total sign area including building, business and tenant identification signs but exclusive of directional, informational and wayfinding signs which do not contain commercial advertising or logos signs, shall not exceed three square feet for each one foot of lot frontage on the applicable street. Lineal footage on more than one street, alley, or public parking area cannot be accumulated for the purpose of sign area determination. No building or business identification sign shall exceed 200 square feet. No anchor tenant sign shall exceed 400 square feet. No restaurant or non-anchor tenant sign shall exceed 100 square feet.
- d. **Compliance Review.** Prior to the issuance of a sign permit by the Department of Building and Safety for new signs, sign plans shall be reviewed by the Director of Planning for substantial conformance with the sign program approved by the Director. Prior to making a finding of substantial conformance the Director shall host a public information workshop regarding the proposed sign program. The Director may elect to combine the signage workshop with other information sessions set forth in Conditions 20 and 21 or may elect to hold the session separately. There shall be no restrictions on the implementation of interior signs.

- 17. Green Buildings.** No building permit shall be issued for a phase of the project approved herein which adds new commercial or residential square footage unless it meets the intent of the criteria for certification at the LEED (Leadership in Energy and Environmental Design) "Silver" level, although formal certification by the U.S. Green Building Council (USGBC) is not required. An application and corresponding fee for the Standard of Sustainability shall be filed with the Department of City Planning. The application and an accompanying affidavit shall be signed by either the property owner, owner in escrow, or a legally authorized agency, as well as the LEED-AP (Accredited Professional) contracted for the project. The applicant shall provide evidence that the project has contracted with a LEED AP and demonstrate how the project could achieve the minimum number of points required to obtain LEED Silver Certification from the USGBC if the project were to pursue such certification.
- 18. Landscaping Maintenance.** The Applicant shall maintain all landscaping along their property frontages and within their property.
- 19.** Consistent with Exhibit A, the Santa Monica Boulevard anchor department store site shall consist of transparent glass and shall include direct pedestrian access from Santa Monica Boulevard into the anchor department store site and the retail center.
- 20.** Prior to the issuance of any building permit for the residential building, detail design plans shall be submitted to the Director of Planning, with copies to the Urban Design Studio, Council District 5, and the Westside Neighborhood Council. The Director of Planning shall hold a public information workshop and determine substantial conformance of the design plans with the conceptual design (Exhibit A) and conditions of approval contained herein. The Director shall complete this ministerial review and determination within 75 days of the submittal of the design plans by the applicant. The design plans shall include all of the following:

 - a. Design level site plans of appropriate scale that clearly represent all of the features of the site and significant design issues.
 - b. Floor plans of appropriate scale, including all significant floor levels necessary to clearly represent the design intent.
 - c. Elevations of appropriate scale, including all sides of the building to clearly represent design intent.
 - d. Sections of appropriate scale, as necessary to clearly represent the design intent.
 - e. Illustrations and copies of material board showing samples of significant exterior building materials.
 - f. Written narrative addressing consistency of the design plans with the approved site plans (Exhibit A).
- 21.** Prior to the issuance of any building permits for a phase of the project approved herein which adds new commercial or residential square footage on the subject property by the Department of Building and Safety and within one year of final approval of the project by the City Council, the applicant shall submit a written report to the Director of Planning and the Department of Transportation outlining completion of steps taken toward the establishment of a Transportation Demand Management Organization (TMO) for the Century City area. The Director of

Planning shall disseminate this report to the neighborhood council, members of the public requesting said report, the council office and members of the City Planning Commission. Prior to making a finding of compliance with this condition the Director shall host a public information workshop regarding the TMO. The Director may elect to combine the information workshop with other information sessions set forth in Conditions 16 and 20 or may elect to hold the sessions separately.

22. The construction of the new parking structure at 1930 shall maintain a minimum setback as illustrated in Exhibit A. The new parking structure shall also contain a ground floor commercial, retail or community use such as the TMO office or community room. The ground floor use shall face Constellation Boulevard.

Conditional Use Permit (Alcohol)

23. Pursuant to Section 12.24 W of the Municipal Code the sale and dispensing for consumption of a full line of alcoholic beverages for on-site consumption in connection with restaurant uses shall be permitted.
24. This approval shall permit eight additional alcohol serving establishments with 1,400 seats to the existing approvals (ZA 87-0535-CUB-PA2) for a total of 26 establishment and 3,068 seats permitted across the site with this and prior approvals.
25. 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 Director of Planning determines such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
26. 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.
27. All conditions imposed under Case No. ZA 87-0535-CUB-PA2 shall remain in force and effect.
28. The dispensing of alcoholic beverages in the restaurants shall cease at midnight Sunday through Thursday, and at 2 a.m. Friday and Saturday. The restaurants shall cease admitting additional patrons at midnight Sunday through Thursday and at 2 a.m. Friday and Saturday, but may continue food and non-alcoholic beverage service after said hours to previously admitted patrons. Further, the sale of alcoholic beverages in the food court shall cease at 10 p.m. and the food court lessees shall cease operations at midnight.
29. There shall be no free standing bars or cocktail lounges. Bars and cocktail lounges shall be ancillary to food service in the restaurants. The food serving areas of the restaurants, except the designated bars and lounges, shall not be permitted to serve alcoholic beverages exclusively. There shall be a limitation on

the number of seats in each of the bars/lounges, based on 10% of the total occupancy of each restaurant but not less than 20 seats.

30. For all hours that the restaurants and food court lessees serving alcoholic beverages are open to the public, the shopping center shall have on duty and in place, in the common areas in and around the restaurants and the market place, two security persons.
31. Upon the issuance of each original certificate of occupancy for each establishment in the center serving alcoholic beverages, the applicant shall inform the Director of Planning and the office of Zoning Administration in writing in order that a record may be maintained.
32. Prior to the issuance of any permits relative to this matter, the applicant shall submit an overall security plan for the project site which shall be prepared in consultation with the Los Angeles Police Department and which addresses security measures for the protection of visitors, employees, and residents. Security features may include but not be limited to provisions of a private on-site security force, installation of a surveillance system, parking garage patrols, and security lighting. Under the plan approval process for certain of the proposed uses, individual security plans for each use may also be considered and required.
33. All vendors of alcoholic beverages within the center shall be given a copy of this determination prior to executing a lease and be made knowledgeable that violation of the terms and conditions herein may result in revocation of the privileges of serving alcoholic beverages.
34. No items commonly referred to as drug paraphernalia as defined in Section 11364.5 of the California Government Code shall be offered for sale on the site.
35. These conditions may be reviewed by the Department of Building and Safety six months and one year after they go into effect and once a year every year thereafter and, should a review reveal violations of these agreements, any liquor permits granted to the applicant shall be subject to revocation proceedings.

Zoning Administrator's Determination (Shared Parking)

36. A minimum of 3,874 non-residential parking spaces shall be provided on site. Additionally during the holiday shopping season (Thanksgiving to January 2nd) the applicant shall secure by lease 600 off-site parking spaces within 750 feet of the subject site. Prior to project buildout the applicant shall continue its current practice of securing adequate off-site parking during the holiday period. The off-site parking shall be for employee use and shall not be used for visitor and shopper parking unless a free shuttle is operated by the applicant between the off-site parking location and the shopping center.
37. Beginning one year after the effective date of this determination, the applicant shall provide the Director of Planning with an annual report specifying how off-site parking was secured and utilized during the holiday period. That report shall include a detailed listing of parking utilization rates during the holiday period,

effectiveness of off-site parking program and identify any deficiencies in the parking program. The applicant shall also provide an annual copy of the lease for off-site holiday parking spaces.

38. Prior to issuance of any building permit the applicant shall submit detailed plans for the proposed rooftop solar panels and screening to the satisfaction of the Director of Planning. A minimum of 70% of rooftop parking spaces shall be covered with the solar/green screening.

Environmental Conditions

39. Prior to issuance of any building or demolition 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 requiring the applicant to identify mitigation monitors who shall provide periodic status reports on the implementation of mitigation items required by Mitigation Condition Nos. 25 of the determination approval satisfactory to the Director of Planning. 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.
40. Prior to the issuance of any 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:
- MM-A.1-1: 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-A.1-2. The Applicant shall prepare a street tree plan to be reviewed and approved by the City's Department of Public Works, Urban Forestry Division. All plantings in the public right-of-way shall be installed in accordance with the approved street tree plan.
- MM-A.1-3 All landscaped areas shall be maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect to the satisfaction of the City of Los Angeles Department of City Planning.
- MM-A.1-4 All new sidewalks along the project's street frontages shall be paved with pervious (permeable) concrete or interlocking pavers to create a distinctive pedestrian environment and to increase the opportunity for stormwater infiltration on the site.
- MM-A.1-5 Rooftop parking areas shall be screened with architectural canopies, trees, and other plantings and/or photovoltaic arrays to

- reduce views of parking areas as viewed from adjacent high-rise buildings.
- MM-A.1-6** Demolition activities of office buildings shall be contained by wrapping the building.
- MM-A.2-1** 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-A.2-2** All new street and pedestrian lighting shall be shielded and directed away from any light-sensitive off-site uses.
- MM-A.2-3** No new lit signage shall be visible from adjacent R1 property to the west of Century Park West.
- MM-A.2-4** All exterior windows and glass used on the building surfaces shall be non-reflective.
- MM-A.2-5** Architectural lighting shall be directed onto the building surfaces and have low reflectivity to minimize glare and limit light onto adjacent properties.
- MM-A.2-6** Prior to the issuance of a building permit, architectural plans showing building surface materials, particularly on the southwestern façade of the residential tower, shall be submitted to the Planning Department for review to ensure that specific surfacing materials and trim shall not cause roadway glare.
- MM-A.2-7** Prior to the issuance of a building permit, architectural plans showing screening treatments for all rooftop parking areas shall be submitted to the Planning Department for review to ensure that glare from parked vehicles would not be adversely intrusive upon adjacent or surrounding uses.
- MM-B-1** General contractors shall implement a fugitive dust control program pursuant to the provisions of SCAQMD Rule 403.
- MM-B-2** All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.
- MM-B-3** General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading and unloading queues shall turn their engines off when not in use to reduce vehicle emissions. Construction emissions shall be phased and scheduled to avoid emissions peaks and discontinued during second-stage smog alerts.
- MM-B-4** Electric power rather than temporary diesel or gasoline-powered

generators shall be used.

- MM-B-5** All construction vehicles shall be prohibited from idling in excess of five minutes, both on- and off-site.
- MM-B-6** The Applicant shall utilize coatings and solvents that are consistent with applicable SCAQMD rules and regulations.
- MM-B-7** The Applicant shall schedule routine deliveries during off-peak traffic period to encourage the reduction of trips during the most congested periods.
- MM-B-8** The Applicant and the City of Los Angeles Department of Transportation shall cooperatively provide information to assist visitors in locating nearby public transportation.
- MM-B-9** The Applicant shall install energy-efficient appliances (e.g. ENERGY STAR) to reduce energy consumption.
- MM-B-10** The project applicant shall require on-site off-road construction equipment to meet EPA Tier 2 emissions standards (Model Year 2001 or later) at a minimum. Construction equipment meeting Tier 3 and 4 emissions standards will be implemented when commercially available. This requirement will apply to any piece of equipment which is expected to operate on-site more than 15 days. In addition to meeting Tier 2 emissions standards, the following shall be required for on-site construction equipment.
- I. Use late model heavy-duty diesel-powered equipment with cooled exhaust gas recirculation at the project site.
 - II. Maintain records on fuel use, hours of operation, and periodic maintenance of all construction equipment.
- MM-B-11** For equipment not covered by MM-B-10 above, the project Applicant shall evaluate the potential for reducing exhaust emissions from on-road and off-road construction equipment, and implement such measures. Control technologies to be considered may include particulate traps and filters, selective catalytic reduction, oxidation catalysts, air enhancement technologies, and the use of alternatively (non-diesel) fueled engines. Considerations will include commercial availability of appropriate California Air Resources Board verified technologies.
- MM-B-12** The Applicant shall install shaker plates at construction site exits, to minimize dirt track out and dust generation.
- MM-B-13** The Applicant shall operate street sweepers that comply with SCAQMD Rules 1186 and 1186.1 on roads adjacent to the construction site in a nearly continuous manner so as to minimize dust emissions. Paved parking and staging areas shall be swept daily.

- MM-B-14** An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive fugitive dust generation. Any reasonable complaints shall be rectified within 24 hours of their receipt.
- MM-B-15** The Applicant shall water active earthmoving, excavation, and grading operations at least twice daily. More frequent watering or the use of chemical surfactants, suppressants, stabilizers, and/or commercially available products in addition to scheduled watering will be utilized to reduce fugitive dust (particulate matter) emissions from these activities by at least 80 percent as compared to uncontrolled (non-watered) emission rates.
- MM-C-1** Prior to issuance of a demolition permit, the 1801 Avenue of the Stars building shall be documented in large format black and white photographs. This documentation shall be prepared by a qualified photographer experienced in Historic American Building Survey (HABS) photography. The building exterior, representative interior spaces, character defining features, sculptural relief, as well as the property setting and contextual views shall be documented. Original archival prints and negatives of the photographs shall be submitted to the Library of Congress, National Park Service. Original archival prints shall also be submitted to the California Office of Historic Preservation. Non-archival copies of the prints shall be distributed to the City of Los Angeles Cultural Heritage Commission, the Los Angeles Department of City Planning, the Los Angeles Conservancy and the Los Angeles Public Library (Main Branch).
- MM-C-2** The large wall-sized aluminum sculptural relief created by Bernard Rosenthal, Sculptor, located on the building's east-facing interior lobby wall is part of the original design of the building and should be salvaged and relocated. It would be relocated to an appropriate context within or outside of Century City thereby commemorating its significance for posterity. A relocation plan shall be prepared by a qualified professional conservator and implemented in accordance with nationally recognized conservation guidelines including the Code of Ethics and Guidelines for Practice of the American Institute for Conservation of Historic and Artistic Works.
- MM-D-1** Prior to issuance of a grading permit, a qualified geotechnical engineer shall be retained by the Applicant to be present on the project site during excavation, grading, and general site preparation activities to monitor the implementation of the recommendations as specified in the Geotechnical Investigation prepared for the proposed project, as well as other recommendations made in any subsequent geotechnical investigations prepared for the project. When appropriate, the

geotechnical engineer shall provide structure-specific geologic and geotechnical recommendations which shall be documented in a report to be appended to the project's previous geotechnical reports.

- MM-E-1** Any Underground Storage Tanks, toxic materials (including but not limited to Polychlorinated Biphenyl-containing fluorescent light ballasts), contaminated soils, or contaminated groundwater encountered during demolition, excavation, or grading shall be evaluated and excavated/disposed of, treated in-situ (in-place), or otherwise managed in accordance with applicable regulatory requirements. If during grading activities visual or olfactory indication of contamination are discovered, grading within such an area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up measures are implemented so as to render the area suitable for grading activities to resume.
- MM-E-2** Prior to issuance of demolition permits, the Applicant shall submit verification to the City of Los Angeles Department of Building and Safety that an asbestos survey has been conducted at all existing buildings to be modified or demolished. If asbestos is found, the Applicant shall follow all procedural requirements and regulations of South Coast Air Quality Management District Rule 1403.
- MM-E-3** Prior to issuance of demolition permits, the Applicant shall submit verification to the City of Los Angeles Department of Building and Safety that a lead based paint survey has been conducted within the existing buildings to be modified or demolished. If lead based paint is found, the Applicant shall follow all procedural requirements and regulations for proper removal and disposal of the lead based paint.
- MM-E-4** During subsurface excavation activities, including borings, trenching, and grading, Cal-OSHA worker safety measures shall be implemented as required to preclude an exposure to unsafe levels of soil gases, including but not limited to methane.
- MM-E-5** Prior to issuance of a grading permit for activities involving construction dewatering, evidence shall be provided to the Los Angeles Department of Building and Safety that a valid National Pollutant Discharge Elimination System (NPDES) or Industrial Waste Discharge Permit is in place. The NPDES or Industrial Waste Discharge Permit shall include provision for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.
- MM-E-6** Prior to issuance of a building permit for activities involving permanent dewatering, evidence shall be provided to the Los Angeles Department of Building and Safety that a valid National Pollutant Discharge Elimination System (NPDES) or Industrial

Waste Discharge Permit is in place. The NPDES or Industrial Waste Discharge Permit shall include provision for evaluating the groundwater for potential contamination and, if necessary, the need for treatment of dewatering discharge.

- MM-F-1** The 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-F-2** The Project shall implement stormwater Best Management Practices (BMPs) to retain or treat the runoff from a storm event producing 0.75 inches 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 shall be provided.
- MM-F-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-F-4** The legibility of signs and stencils discouraging illegal dumping shall be maintained.
- MM-F-5** Materials used on site with 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-H-1** During the initial stage of construction at 1930 Century Park West (site demolition and site preparation/excavation), a temporary, continuous and impermeable 10 feet high sound barrier wall shall be erected at the project construction site along Century Park West.
- MM-H-2** Exterior construction activities shall be limited to Monday through Friday from 7:00 A.M. to 6:00 P.M., and from 8:00 A.M. to 6:00 P.M. on Saturdays.
- MM-H-3** Loading and unloading of heavy construction materials shall be located on-site and away from noise-sensitive uses, except as specified. During Phase A, which includes the new construction on the site at 1801 Avenue of the Stars, off-site loading or unloading of construction materials shall be permitted within a temporarily closed single lane of traffic along the Santa Monica Boulevard frontage or the Avenue of the Stars frontage adjacent to the 1801 Avenue of the Stars site. During Phase B, which

includes the new construction of a parking garage on the 1930 Century Park West site, any off-site loading or unloading of construction materials shall occur within a temporarily closed single lane of traffic along the Century Park West or the Constellation Boulevard frontages, adjacent to 1930 Century Park West site. During Phase C, any off-site loading or unloading of construction materials shall occur within a temporarily closed single lane of traffic along the adjacent Constellation Boulevard frontage. Operating protocols for such loading and unloading shall be identified through the Construction Staging and Traffic Management Plan required under Mitigation Measure J-1, which must be approved by the Department of Transportation.

- MM-H-4** Staging of haul trucks shall not occur along Century Park West.
- MM-H-5** The Applicant shall designate a construction team to serve as a liaison with surrounding property owners. The liaison shall be responsible for responding to any concerns regarding construction noise. The liaison's telephone number(s) shall be prominently displayed at multiple locations along the perimeter of the project site.
- MM-H-6** For the proposed residential uses, all exterior walls, including the exterior windows, shall be constructed with construction assemblies that have a minimum Sound Transmission Class rating of 35. The Applicant shall retain the services of an acoustical engineer with expertise in design of building sound isolations, who shall submit a signed report indicating that the proposed building design meets the sound isolation requirements set forth by the City's building code.
- MM-H-7** During the initial stage of construction at 1801 Avenue of the Stars (site demolition and site preparation/excavation), a temporary, continuous and impermeable 10 foot high sound barrier wall shall be erected along the southern boundary of the project construction site facing 1901 Avenue of the Stars. During the initial stage of construction for Phase C (site demolition and site preparation/excavation for the interior core retail area), a temporary, continuous and impermeable 10 foot high sound barrier wall shall also be erected along the eastern boundary of the project construction site facing 1901 Avenue of the Stars.
- MM-H-8** Loading and unloading of heavy construction materials shall be on site away from the 1801 Avenue of the Stars construction site's southern boundary facing the existing office building at 1901 Avenue of the Stars.
- MM-H-9** Non-squeal paving finishes shall be used within the 1930 Century Park West parking structure.
- MM-I.1-1** The Applicant shall provide payment of fees to LADWP for the

construction of a 12-inch waterline within Constellation Boulevard along the project site frontage between Avenue of the Stars and Century Park West in order to allow for 12,000 gpm water flow to the project site, when connected to the water flow regulator station to be constructed by LADWP at or near the intersection of Century Park East and Olympic Boulevard. The new water line shall be in place prior to the occupancy of the residential component of the proposed project. The design of the water line shall be subject to the approval of the Fire Department and LADWP.

- MM-I.1-2** Project building plans including a plot plan shall be submitted for approval by the Los Angeles Fire Department prior to the issuance of a building permit. The plot plan shall include the following minimum design features: location and grade of access roads and fire lanes, roadway widths, distance of buildings from an edge of a roadway of an improved street, access road, or designated fire lane, turning areas, and fire hydrants.
- MM-I.1-3** Prior to the issuance of a building permit, the Applicant shall consult with the Los Angeles Fire Department and incorporate fire prevention and suppression features and other life-saving equipment (e.g. defibrillators) appropriate to the design of the project.
- MM-I.1-4** Where fire apparatus (e.g. trucks, equipment, etc.) will be driven onto the road level surface of the subterranean parking structure, that structure shall be engineered to withstand a bearing pressure of 8,600 pounds per square foot, unless otherwise approved.
- MM-I.1-5** The project shall comply with all applicable State and local Code and Ordinances found in the Fire Protection and Fire Prevention Plan as well as the Safety Plan, both of which are elements of the General Plan of the City of Los Angeles, unless otherwise approved.
- MM-I.2-1** During project construction, the Applicant shall develop and implement an Emergency Procedures Plan, including notification to the LAPD of any lane closures or other road construction.
- MM-I.2-2** During project construction, the Applicant shall ensure adequate emergency access to adjacent uses.
- MM-I.2-3** During project construction, the Applicant shall implement security measures including security fencing, lighting, and the use of a seven-day, 24-hour security patrol.
- MM-I.2-4** The Applicant shall consult with the Los Angeles Police Department Crime Prevention Unit on crime prevention features appropriate for the design of the project.
- MM-I.2-5** Entryways, elevators, lobbies, and parking areas shall be well

illuminated and designed to eliminate areas of concealment.

- MM-I.2-6** Upon project completion of each phase of the project, the Applicant shall provide the West Los Angeles Community Police Station Commanding Officer with a diagram of each portion of the property, including access routes and provide additional information that might facilitate police response.
- MM-I.5-1** In consultation with the City of Los Angeles Department of Recreation and Parks, the Applicant shall do one or more of the following: (1) dedicate additional parkland to meet the requirements of Los Angeles Municipal Code Section 17.12; (2) pay in-lieu fees for any land dedication requirement shortfall; or (3) provide on-site improvements equivalent in value to said in-lieu fees.
- MM-J-1** Prior to the issuance of any building permit, the Applicant shall devise a Construction Staging and Traffic Management Plan to be implemented during construction of the proposed project. The Construction Staging and Traffic Management Plan shall identify all traffic control measures, signs, and delineators to be implemented by the construction contractor through the duration of demolition and construction activities associated with the proposed project. Any necessary traffic transitions, k-rail (concrete barrier) installations, temporary sidewalk installations, etc. shall be identified. The Construction Staging and Traffic Mitigation Plan shall comply with the Los Angeles Municipal Code and shall include, without limitation, plans to accomplish the following:
- The Applicant shall coordinate with City staff, in connection with the commencement of construction, to make reports to a Construction Coordination Committee regarding construction activities, status, and projected schedule. The Coordination Committee shall disseminate such reports through email alerts and other appropriate communication to nearby stakeholder representatives.
 - The Applicant shall provide advance notification to the Coordination Committee of any necessary lane closures along portions of Santa Monica Boulevard and Century Park West, and the Coordination Committee shall disseminate such notice to nearby stakeholder representatives.
 - All haul trucks shall be required to have visible placards identifying the Project for monitoring purposes.
 - Maintain existing access for land uses in the proximity of the project site during project construction and coordinate

with adjacent businesses and emergency service providers to ensure adequate access exists to the project site and neighboring businesses. Without limiting the generality of this requirement, the left-hand turn lanes and center-island cut leading to the garage and driveways for the buildings at 1800 Avenue of the Stars and 1801 Avenue of the Stars shall be kept clear at all times so as to allow both left and right hand turns out of and into the parking garage for the building at 1800 Avenue of the Stars;

- Haul Trips and deliveries and pick-ups of construction materials shall be scheduled so as to occur prior to the PM peak hour (before 4:00 PM);
- Coordinate haul trucks, deliveries and pick-ups to reduce the potential for trucks waiting to load or unload for protracted periods of time;
- Minimize obstruction of through-traffic lanes along Santa Monica Boulevard, Avenue of the Stars, Constellation Boulevard and Century Park West, to the maximum extent feasible;
- Sufficient flag persons shall be required at appropriate locations at the job site to assist the trucks in and out of the project area and to facilitate vehicular access into and out of surrounding land uses. Flag persons and warning signs shall be in compliance with part II of the latest edition of "Work Area Traffic Control Handbook." Flag persons with radio controls are required during the hauling operation;
- Prohibit parking for construction workers except on the project site and any designated off-site parking locations. These off-site parking areas will require the approval of the City of Los Angeles and shall not be within any public street nor any residential zone property;
- "Truck Crossing" warning signs shall be placed 300 feet in advance of the exit in each direction;
- A copy of the approval letter from the Board of Building and Safety Commissioners, the approved haul route and the approved grading plans shall be available on the job site at all times;
- 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; adjacent land uses shall be notified of any proposed change;

- The owner or contractor shall keep the construction area sufficiently dampened to control dust caused by grading and hauling, and at all times shall provide reasonable control of dust caused by wind, at the sole discretion of the grading inspector;
- Hauling and grading equipment shall be kept in good operating condition and muffled as required by law;
- The Traffic and Coordinating Section of the Los Angeles Police Department shall be notified prior to the start of hauling, (213) 893-8124/473-7800;
- All loads shall be secured by trimming, watering and shall be adequately covered to prevent spillage and dust;
- Streets shall be cleaned of spilled materials at the termination of each workday;
- A log noting the dates of hauling and the number of trips per day shall be available on the job site at all times;
- The vehicles used for hauling shall be bottom dump trucks and shall be restricted to 18-wheel dump trucks or smaller;
- 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 shall be issued by the West Los Angeles District Engineering Office, 1828 Sawtelle Boulevard, 3rd Floor, Los Angeles, California 90025
- A construction liaison shall be available and a construction hotline number shall be established;
- Traffic control devices, and specifically stop signs, shall be installed at each driveway exit point prior to building occupancy;
- Provide alternative sidewalk routes as necessary in the event of temporary sidewalk closures; and
- A pedestrian access plan for the adjacent public right-of-way as well as for the internal pedestrian circulation within the project site shall be prepared.

MM-J-2 Prior to the issuance of any building permit, the Applicant shall submit the truck haul routes to be used during project construction to the City's Department of Building and Safety for their review and approval.

Mitigation Measures J-3 through J-5 are required during Phase E of the project.

- MM-J-3** For the intersection of Century Park West and Santa Monica Boulevard (EIR Study Intersection No. 31), a modification to the existing traffic signal roadway restriping, and roadway widening in order to accommodate dual northbound left-turn lanes and dual right-turn lanes at the northbound approach, shall be implemented. The south leg of the intersection currently provides three southbound departure lanes and three northbound approach lanes. The proposed mitigation can be accommodated via one of two options: (1) if the southbound departure is reduced from three lanes to two lanes, the added northbound approach lane can be accommodated with a traffic signal modification, roadway restriping and some roadway widening; or (2) if the southbound departure is maintained at three lanes, the added northbound approach lane can be accommodated with roadway widening along both the east and west sides of Century Park West.
- MM-J-4** For the intersection of Westfield Shopping Center Driveway and Santa Monica Boulevard (EIR Study Intersection No. 34), widening of the northbound approach from the project site at Santa Monica Boulevard to provide an additional exiting approach lane shall be implemented. The proposed configuration at the northbound approach shall consist of dual left-turn lanes and dual right-turn lanes. A traffic signal modification may be required to accommodate this improvement.
- MM-J-5** For the intersections of Westwood Boulevard and Olympic Boulevard (EIR Study Intersection No. 12), Overland Avenue and Santa Monica Boulevard (EIR Study Intersection No. 14), Westwood Boulevard and Santa Monica Boulevard (EIR Study Intersection No. 11), and Overland Avenue and Pico Boulevard (EIR Study Intersection No. 16), a comprehensive Transportation Demand Management Plan (TDM) shall be developed and implemented in conformance with the West Los Angeles Transportation Improvement and Mitigation Specific Plan. The TDM Program shall include measures, such as those listed in the Traffic Impact Study prepared by Linscott, Law & Greenspan, Engineers, to decrease the number of vehicular trips generated by people traveling to the project site by offering specific facilities, services, and actions designed to increase the use of alternative transportation modes (i.e. transit, rail, walking, bicycling, carpool, etc.). The TDM Program shall be developed in conjunction with LADOT and subject to their final approval. Prior to making a finding of compliance with this condition the Director of Planning and the Director of LADOT shall verify that the TDM Program combined with a Century City wide Transportation Management Organization (TMO) have and will continue to accomplish a level of trip reduction to render traffic impacts from the project to be less than significant. If such a finding cannot be made, no permits for Phase E (the office component) shall be issued.

- MM-J-6** During the holiday shopping season (i.e., the Thanksgiving holiday through January 2nd), a minimum of 600 parking spaces shall be secured at the Century Park West parking structure and/or the MGM Tower parking structure, or at an off-site facility with demonstrated parking availability which can be secured for the proposed project. Shopping center employees shall be directed to park at the off-site parking structures, as well as patrons as needed. An annual report addressing parking utilization shall be provided to the Department of City Planning for a three years time-frame following buildout of the project.
- MM-J-7** The Applicant shall continue to implement a parking registration program for the site. As part of the employee parking registration information, the employee shall sign an acknowledgement that they will not park outside of designated structures and/or assigned areas within structures or other secured parking lots.
- MM-J-8** A Westfield Century City Shopping Center parking ombudsman shall be assigned to the project and shall be responsible for addressing any complaints regarding parking intrusion by shopping center employees. The telephone number of the parking ombudsman shall be disseminated to the surrounding communities. If community members notice a shopping center employee parking in their neighborhood, they shall be able to notify the ombudsman of the intrusion. If it is determined through the employee parking registration information on file that the parker was attributable to the shopping center, a violation shall be issued to the employee. All violations shall be noted and any repeat violations shall be grounds for termination of employment.
- MM-J-9** An outreach program shall be implemented whereby all employee parking options and alternative transportation modes (e.g. carpool programs and public transportation options) are fully described and promoted. This program shall be in conjunction with or conducted by the Century City wide Transportation Demand Management Organization. The applicant shall provide the Director of Planning with an annual report detailing the outreach program activities and effectiveness.
- MM-V(c)** A qualified paleontologist shall be retained to perform periodic inspections of excavation and grading activities of the project site where excavations into the older Quaternary Alluvium may occur. The services of a qualified paleontologist shall be secured by contacting the Natural History Museum of Los Angeles County. The frequency of inspections will be based on consultation with the paleontologist and will depend on the rate of excavation and grading activities, the materials being excavated, and if found, the abundance and type of fossils encountered. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller

fossil remains.

If a potential fossil is found, the paleontologist shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation and, if necessary, salvage the fossils. At the paleontologist's discretion and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing. Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are donated to their final repository. Any fossils collected should 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. Accompanying notes, maps, and photographs shall also be filed at the repository. If fossils are found, following the completion of the above tasks, the paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the applicant to the lead agency, the Natural History Museum of Los Angeles County, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.

- MM-VI(a)-1 The design and construction of the project shall conform to the Uniform Building Code seismic standards as approved by the Department of Building and Safety.
- MM-VI(a)-2 Prior to the issuance of building or grading permits, the applicant shall submit a Geotechnical Report prepared by a registered civil engineer or certified engineering geologist to the written satisfaction of the Department of Building and Safety.
- MM-XVI(f) Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass, and other recyclable material.
- MM-VII(2) The Applicant shall also comply with Chapter IX, Division 70 of the Los Angeles Municipal Code, as applicable, which addresses grading, excavations, and fills.
- MM-VIII(3) In addition, the Applicant must meet the applicable requirements of the Standard Urban Stormwater Mitigation Plan (SUSMP) approved by the Los Angeles Regional Water Quality Control Board. (A copy of the SUSMP can be downloaded at: <http://swrcb.ca.gov/rwqcb4/>).

Administrative Conditions of Approval

41. **Project Phasing.** The Advisory Agency approves phasing of this Tentative Map into 5 separate phases. The clearing of conditions shall be phased to be consistent with each of the 5 phases. Unless separately noted, each condition and mitigation measure applies to the initial and all subsequent permits. Mitigation Measures MM J-3 through MM J-5 shall apply on to the final phase (office construction phase) of the project. A copy of the phasing plan is included in the subject case file as Exhibit B.
42. **Development Agreement.** Pursuant to the development agreement between Westfield LLC and the City of Los Angeles, all entitlements approved herein, as well as tract map VTT-65059, shall expire concurrently 15 years after the date of execution on the development agreement.
43. **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 Department of City Planning for placement in the subject file.
44. **Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions may vary.
45. **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 assigns. The agreement shall be submitted to the Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.
46. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.
47. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.
48. **Building Plans.** Page 1 of the grant and all the conditions of approval shall be printed on the building plans submitted to the Department of City Planning and the Department of Building and Safety.
49. **Project Plan Modifications.** Any correction 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, yard 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.

50. **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.

51. **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.

FINDINGS

General Plan/Charter Findings

1. General Plan Land Use Designation. The subject property is located within an area covered by the West Los Angeles Community Plan, which was adopted by the City Council on July 27, 1999 (Case No. CPC 97-0048 CPU; CF 98-2024). The Plan Map designates the subject property as Regional Commercial, with corresponding zones of C2, C4, P and PB. The subject site is zoned C2-2-O, C2-1L-O and C2-1VL-O and therefore is consistent with the Regional Commercial land use designation.

2. General Plan Text. The West Los Angeles Community Plan states that Commercial Opportunity is provided by existing Specific Plans for Century City South and North which regulate land uses by "CATGP" trip generation, and provide traffic mitigation. The Project site is located within the Century City North Specific Plan.

The Community Plan states that Transportation Opportunities include the West Los Angeles Transportation Improvement and Mitigation Specific Plan (TIMP) which mitigates the impact of new development on the circulation system primarily through transportation impact fees and project phasing. Also included as an Opportunity are street improvements to the pedestrian environment and the opportunity for transit usage. The Project's traffic impacts were analyzed using the West Los Angeles TIMP as well as an Environmental Impact Report.

The Community Plan and Specific Plan support quality mixed-use development and growth within Century City. The following Community Plan policies are relevant to the proposed project:

Policy 1-1.2: Promote neighborhood preservation in all residential neighborhoods.

The Project provides new housing opportunities without disturbance to existing residential neighborhoods.

Policy 1-1.3: Provide for adequate multi-family residential development.

The Project adds dwelling units to an existing Regional Center.

Objective 1-2: To reduce vehicular trips and congestion by developing new housing in proximity to adequate services and facilities.

The Project is served by 25 bus lines and is within close proximity to retail, grocery and medical services as well as a large employment center.

Policy 1-2.1: Locate higher residential densities near commercial centers and major bus routes where public service facilities and infrastructure will support this development.

The Project includes a residential high-rise within a site served by 25 bus lines, the Century City Regional Center, major employers and related infrastructure.

Policy 1-2.3: Do not increase residential densities beyond those permitted in the Plan unless the necessary infrastructure and transportation systems are available to accommodate the increase.

The Project is an infill site that does not increase the residential density allowed under the plan designation and zoning. The Project utilizes existing infrastructure and has been conditioned to make all necessary infrastructure upgrades and improvements.

Objective 1-3: Provide for adequate multi-family residential development.

The Project provides multi-family uses within a mixed-use development on a major commercial corridor.

Policy 1-3.1: Require architectural compatibility and adequate landscaping for new multi-family residential development to protect the character and scale of existing residential neighborhoods.

The Project includes increased landscaping all street frontages. The Project also includes open space areas and residential amenities. The Project architecture is consistent with the Century City setting.

Policy 1-4.1: Promote greater individual choice in type, quality, price and location of housing.

The Project provides new housing units within a mixed-use setting of the Century City regional center.

Policy 1-4.2: Ensure that new housing opportunities minimize displacement of residents.

No residences currently exist on the Project site. The Project will create new housing units without any residential displacement.

Policy 1-4.3: Encourage multiplefamily residential development in specified commercial zones.

The Project provides residential units within the C2 zone within a designated Regional Center.

Goal 2: A strong and competitive commercial sector which promotes economic vitality, serves the needs of the community through well designed, safe and accessible areas while preserving historic and cultural character.

The project expands retail offerings and includes an office and residential component to promote the economic vitality of Century City. The Project has been designed to provide retail and dining opportunities to the community in a safe and accessible manner.

Objective 2-1: To conserve and strengthen viable commercial development and to provide additional opportunities for new commercial development and services within existing commercial areas.

The Project expands retail development and services within an existing commercial center.

Policy 2-1.1: New commercial uses shall be located in existing established commercial areas or shopping centers.

The Project expands an existing shopping center to include new retail, residential and office uses.

Policy 2-1.2: Protect commercially planned/zoned areas from encroachment by residential only development.

The Project contains a mix of retail, office and residential uses.

Objective 2-2: To promote distinctive commercial districts and pedestrian-oriented areas.

The Project includes design features to improve the pedestrian experience including improved landscaping, increased open space and improved street crosswalks. The mixed-use Project will be distinct and enhance the Century City district.

Policy 2-2.1: Encourage pedestrian oriented design in designated areas and in new development.

The Project will orientate the shopping center toward Santa Monica Boulevard to encourage pedestrian access to the Project.

Policy 2-2.2: Promote mixed use projects along transit corridors and in appropriate commercial areas.

The Project includes a mix of uses along Santa Monica Boulevard, which is a major transit corridor served by 25 bus lines.

Policy 2-2.3: Require that mixed use projects and development in pedestrian oriented districts be designated and developed to achieve a high level of quality, distinctive character, and compatibility with existing uses.

The Project includes design features to improve the pedestrian experience including improved landscaping, increased open space and improved street crosswalks. The mixed-use Project will be distinct and enhance the Century City district.

Policy 2-2.4: Encourage large mixed use projects to incorporate facilities beneficial to the community such as libraries, child care facilities, community meeting rooms, senior centers, police sub-station, and/or other appropriate human service facilities as part of the project.

The Project includes a community meeting room as well as family areas.

Objective 2-3: To enhance the appearance of commercial districts.

The Project will orientate the shopping center toward Santa Monica Boulevard to encourage pedestrian access to the Project. The Project also includes landscape enhancements and will replace aging structures with new high-quality architecture.

Policy 2-3.1: Establish street identity and character through appropriate sign control, landscaping and streetscape improvements; and require that new development be compatible with the scale of adjacent neighborhoods.

The Project, as conditioned includes provisions for signage control, landscape improvements and crosswalk enhancements.

Policy 2-3.2: Require that commercial projects be designed and developed to achieve a high level of quality, distinctive character and compatibility with surrounding uses and development.

The Project includes design features to improve the pedestrian experience including improved landscaping, increased open space and improved street crosswalks. The mixed-use Project will be distinct and enhance the Century City district.

A detailed analysis of consistency with the Community Plan, all elements of the General Plan, Specific Plan and Regional Planning Documents is found within Section IV.G of the Environmental Impact Report (ENV-2006-1914-EIR).

Entitlement Findings

Specific Plan Amendment Pursuant to Section 12.32.G.3 of the Municipal Code

- 1. Will adoption of the proposed amendment be in conformity with public necessity, convenience, general welfare and good zoning practice. (LAMC 12.32.C.3)**

The specific plan amendment request would modify the definition of the Century City Shopping Center Site, to reflect the expanded Site and incorporate the two adjacent properties which have been added to the Site, namely 1801 Avenue of the Stars and 1930 Century Park West. This amendment would identify the Shopping Center as a unified development site and facilitate proposed development of these three parcels as an integrated retail, entertainment, office and residential development and ensure design and use consistency. The specific plan amendment would clarify that the heights of buildings within the Shopping Center Site are all measured from the plaza elevation, it would allow density and floor area to be shared within the Site, and it would clarify that the Site is not subject to the commercial corner ordinance.

Adoption of this amendment would ensure the continued vitality of Century City as a regional center of commercial and entertainment activity. Revitalization of the Shopping Center and neighboring area is would retain current retail and entertainment options while attracting new regional investment. Specifically, the proposed project will provide approximately 358,881 square feet of additional shopping center space to be used for new retail, restaurants, entertainment, landscaping and open air amenities, further enhancing the aesthetic appeal of the Shopping Center and surrounding area through

the addition of new walkways, open air areas and gathering spaces. Additionally, the Project will demolish approximately 360,964 square feet of existing office uses and construct approximately 106,523 square feet of new office space, for a net reduction of 254,441 square feet of office.

The specific plan amendment allows for a mixed-use development of the Shopping Center Site within this regional center, by integrating residential and commercial uses within a unified development site. The project will replace two existing office buildings adjacent to the Shopping Center with new luxury multifamily residential units, to be developed as either apartments or condominiums, additional retail and entertainment options, new but reduced office space, and new parking facilities, each of which will be physically integrated with the existing Shopping Center. Integration of commercial and residential uses furthers the goals of the Century City North Specific Plan (the "Specific Plan" or "CCNSP") by reducing the need for vehicle trips and creating attractive pedestrian routes to service the commercial and entertainment needs of new residents and the surrounding community. The Project responds to community needs by reducing office space within Century City, increasing retail and dining opportunities and adding residential uses within a mixed-use setting.

The proposed project is compatible with the current uses in the surrounding area. Century City is a Regional Center targeted for future growth, which includes a mix of residential, commercial, office and entertainment uses. Adjacent uses include mid-rise and high-rise office buildings, commercial uses, hotels and parking structures and single and multi-family residential uses. Revitalization of the Shopping Center and additional retail uses complement the adjacent uses through providing new retail and entertainment options in close proximity to Century City residents and workers while maintaining the existing architectural character of the area.

The changes detailed in the specific plan amendment are in conformity with public necessity, convenience, general welfare and good zoning practice. The specific plan amendment would clarify that the heights of buildings within the Shopping Center Site are measured from the plaza elevation and would allow for floor area and density to be shared throughout the unified development. These changes would allow for a consistent height throughout the unified development and enable floor area to be distributed equitably, thereby ensuring design consistency and enhancing the aesthetic appeal of the development. The specific plan amendment also would clarify that the Site is not subject to the commercial corner ordinance. Because the proposed project is an integrated development, rather than a traditional commercial corner development, the amendment is fully consistent with the objectives and intent of the Specific Plan.

All the potential impacts of the proposed Specific Plan Amendment are studied within the Environmental Impact Report and found to be less than significant. The proposed Specific Plan Amendment will impact only the project site and will result in a project that forwards the goals of the General Plan Framework, the Community Plan, the Specific Plan and the Greening of Century City Concept Plan.

2. **The proposed specific plan amendment will be in substantial conformance with the various elements and objectives of the General Plan.** (LAMC 12.32.C.3)

The requested specific plan amendment is in substantial conformance with the various elements of the General Plan. The West Los Angeles Community Plan designates the Project site as "Regional Commercial." A variety of commercial, office, retail and residential uses are permitted within the Regional Commercial land use designation. Further, a regional shopping center such as Westfield Century City Shopping Center is a permitted use under the Specific Plan. The use and development of the property has been devoted to a regional shopping center, surrounded by a mix of residential and office uses, for the past 40 years and the Century City North Specific Plan, the West Los Angeles Transportation Improvement and Mitigation Specific Plan, the West Los Angeles Community Plan and the General Plan Framework have continually recognized and supported a regional shopping center at this location. The requested amendments would allow the property to expand upon the mixed-use development of this regional center. The amendments would update the Specific Plan to reflect the current Shopping Center ownership and establish proper zoning regulations to allow unified development of this site.

Regional centers by definition serve a large portion of the community. As such, they contain a variety of necessary office, retail, entertainment, service and residential uses. Increasingly, regional centers have sought to provide residential uses in close proximity to office, shopping and entertainment centers. The proposed Project seeks to expand the number and type of retail options within the Shopping Center, with the concept of integrating residential and commercial centers and providing a wide range of activities for the community. This provides a basis for continued growth in the Century City area and decreases the need for vehicle trips for new residents. The integration of residential and commercial uses and expansion of retail and entertainment options would reaffirm Westfield Century City Shopping Center's status as an important center of retail, entertainment and commercial activity for residents and visitors of West Los Angeles and Century City.

A detailed analysis of consistency with the Community Plan, all elements of the General Plan, Specific Plan and Regional Planning Documents is found within Section IV.G of the Environmental Impact Report (ENV-2006-1914-EIR). Because the project furthers the goals of the Community Plan by developing a vibrant mixed-use project with open space and recreational amenities, pedestrian and vehicle transportation improvements it has been found to be in substantial conformance with all the goals, objectives and policies of the General Plan.

The General Plan Framework Element establishes the conceptual basis for the City's general plan. The General Plan Framework is a strategy for long-term growth that sets a citywide context to guide the subsequent amendments of the City's community plans, zoning ordinances, and other pertinent programs. It supersedes Concept Los Angeles and the citywide elements of the City of Los Angeles General Plan. The Framework defines citywide policies for land use, housing, urban form and neighborhood design, open space and conservation, economic development, transportation, and infrastructure and public services.

Land Use

The Framework's Land Use policy encourages retention of the City's stable residential neighborhoods and proposes incentives to encourage the location of future growth in

neighborhood districts, commercial and mixed-use centers, along boulevards, industrial districts, and in proximity to transportation corridors and transit stations.

The Framework includes residential centers, which are high-density places whose physical form is substantially differentiated from the lower-density neighborhoods of the City. As stated previously, Century City is designated as a regional center. The Project is consistent with the following goals, objectives and policies of the Land Use chapter of the Framework:

Objective 3.4 *Encourage new multi-family residential, retail commercial, and office development in the City's neighborhood districts, community, regional, and downtown centers as well as along primary transit corridors/ boulevards, while at the same time conserving existing neighborhoods and related districts.*

The Project will create an integrated center within the community by providing a broad array of shopping and dining choices, entertainment opportunities and outdoor gathering spaces and amenities, together with a place to live. The Project will provide approximately 358,881 square feet of additional shopping center space to be used for new retail, restaurants and entertainment uses. Enhanced landscaping and open space amenities will also be provided. Further, the Project will replace two existing office buildings adjacent to the Shopping Center with 262 new luxury multifamily residential units, apartments or condominiums, office space, additional retail and entertainment options, and additional parking, all of which will be physically integrated with the existing shopping center. The Project is consistent with the Framework, which targets regional centers for future growth.

Goal 3F *Mixed-use centers that provide jobs, entertainment, culture and serve the region.*

The Project will provide space for new retail, restaurants and entertainment options within the Shopping Center and surrounding area, thereby facilitating new job opportunities in the Century City Regional Center. The Project provides for renovation and expansion of the current retail, commercial and entertainment facilities available within the Shopping Center.

Objective 3.10 *Reinforce existing and encourage the development of new regional centers that accommodate a broad range of uses that serve, provide job opportunities, and are accessible to the region, are compatible with adjacent land uses, and are developed to enhance urban lifestyles.*

The Project reinforces the Century City Regional Center by providing new residential housing and commercial options. The Project would improve retail and entertainment options at the Shopping Center, which is an existing center of commercial and entertainment activity in Century City. The Project is compatible with adjacent uses. The Project is bounded on the north by commercial and multi-family uses and the Los Angeles Country Club. High-rise office buildings, hotels and parking structures, including the 36-story MGM building and 19-story Century Plaza Hotel, are located to the south of the Site. The Project is bounded on the west by single-family residential uses, located across Century Park West. Mid-rise and high-rise office buildings, including the 39-story Sun America building, are located to the east of the Project Site. Residents and visitors of the Project would have easy access to all of the adjacent business,

employment, entertainment, and lodging uses, as well as those within the Shopping Center itself. The Project will incorporate an architectural theme that complements the existing character of the Shopping Center and surrounding area.

Objective 3.1 Accommodate a diversity of uses that support the needs of the City's existing and future residents, businesses, and visitors.

The Project builds on the existing diversity of uses in Century City, which include office, retail, entertainment and residential uses. By providing an integrated center of residential units, office space, retail stores, restaurants and entertainment options, the Project supports the needs of the City's current and future residents and businesses.

Policy 3.1.1 Identify areas ... sufficient for the development of a diversity of uses that serve the needs of existing and future residents (housing, employment, retail, entertainment, cultural/ institutional, educational, health, services, recreation, and similar uses), provide job opportunities, and support visitors and tourism.

The Project will provide 262 new residential dwelling units and office space in immediate proximity to the expanded retail, restaurants and entertainment options within the Shopping Center. The Project is expected to generate significant new economic activity in Los Angeles and enhance the Shopping Center's status as a premier retail, entertainment and economic center in Los Angeles. The Project would also increase the vitality of the Century City area through enhancing the aesthetic appeal of the Shopping Center. Specifically, the Project will renovate existing areas within the Shopping Center and provide for additional landscaping, open space amenities and gathering places.

Policy 3.1.3 Identify areas for the establishment of new open space opportunities to serve the needs of existing and future residents.

The Project provides a total of approximately eight acres of open space within the Shopping Center and proposed residential development. The Project will create new open spaces on the first level of the Shopping Center, as well as walkways and terraces above the first-level promenade. Further, the Project includes new outdoor facilities and outdoor terraces integrated within the new multifamily residential development.

Policy 3.1.4 Accommodate new development in accordance with land use and density provisions of the General Plan Framework Long-Range Land Use Diagram.

The Project is consistent with the Framework Long-Range Land Use Diagram, which identifies Century City as a regional center targeted for high density growth and economic development.

Policy 3.1.7 Allow for development in accordance with the policies, standards, and programs of specific plans in areas in which they have been adopted...

The approximately 22-acre site is located within the CCNSP. 1930 Century Park West is zoned C2-1VL-O, Avenue of the Stars is zoned C2-2-O, and 10250 Santa Monica Blvd. is zoned C2-1VL-O and C2-1L-O. The properties within the CCNSP which surround the Project site are also zoned C2-2-O and C2-1VL-O, allowing for the same range of uses as the Project site. Per LAMC Section 12.14, a C2 zoning designation allows for a variety of office, retail and residential uses. Residential uses within a C2 zone can occur pursuant to the provisions applicable to the R4 zone.

The Project includes several height designations. That portion of the Project Site zoned C2-1VL-0 is within the "Buffer Area" of the CCNSP and is therefore limited to a 4.5:1 FAR. Those portions of the Project Site zoned C2-1L-O and C2-2-O are both within the "Core Area" of the CCNSP and are limited to a 6.1 FAR. The "1L" height district allows a maximum height of 75 feet and the "1VL" height district allows a maximum height of 45 feet. Height District No. 2 allows for unlimited height.

The Project is consistent with the goals and objectives of the Specific Plan. The Project will include a net addition of approximately 358,881 square feet of floor area for retail, 945,000 square feet of floor area of new residential housing in the form of luxury multifamily residential units, apartments or condominiums and amenities, and a total of approximately 4,529 parking spaces. Additionally, the Project will demolish approximately 360,964 square feet of existing office uses and construct approximately 106,523 square feet of new office space, for a net reduction of 254,441 square feet of office. The Project will increase the vitality of the area through the integration of residential units in a multi-use regional center and revitalize the Shopping Center, including more open space, improved common areas and new retail stores, restaurants and entertainment opportunities.

Objective 3.2 *Provide for the spatial distribution of development that promotes an improved quality of life by facilitating a reduction of vehicular trips, vehicle miles traveled, and air pollution.*

The Project integrates residential housing into a regional commercial center, thereby decreasing the need of new residents to travel elsewhere for shopping and entertainment needs. The Project provides for 262 new multifamily residences in close proximity to the Westfield Century City Shopping Center, which allows residents to walk to a regional shopping center, offices and other employment centers throughout Century City, instead of travel by car.

Policy 3.2.2 *Establish, through the Framework Long-Range Land Use Diagram, community plans, and other implementing tools, patterns and types of development that improve the integration of housing with commercial uses and the integration of public services and various densities of residential development within neighborhoods at appropriate locations.*

The Project provides for 262 new multifamily residential units immediately adjacent to the Shopping Center and close to a new transit center located at Constellation Boulevard, just east of Century Park West. The Project provides an integrated center where new residents will have easy access to a regional commercial center and creates new economic activity and commercial potential within the Shopping Center and surrounding area.

Policy 3.2.3 *Provide for the development of land use patterns that emphasize pedestrian/ bicycle access and use in appropriate locations.*

The design of the Project emphasizes pedestrian connections, as addressed in the Specific Plan. The Project includes a continuous pedestrian route throughout the shopping center and would connect to the existing pedestrian crossing to the east. The Project would allow for improved pedestrian access to the stores, creating a more open

shopping environment for patrons as well as providing new outdoor spaces to gather. The Project also includes 262 new multifamily residential units adjacent to the Shopping Center, facilitating easy pedestrian access to the Shopping Center for new residents and visitors.

Policy 3.2.4 *Provide for the siting and design of new development that maintains the prevailing scale and character of the City's stable residential neighborhoods and enhance the character of commercial and industrial districts.*

The Project is necessary to enhance and improve the aesthetic appeal and future commercial opportunities of the Shopping Center and surrounding area, while not intruding on the character of the neighboring community. The Project provides for expanded gathering places, new retail shops and restaurants and diverse entertainment options which would increase economic activity in Century City and provide an attractive regional commercial center for future residents and visitors.

Objective 3.16 *Accommodate land uses, locate and design buildings, and implement streetscape amenities that enhance pedestrian activity.*

The Project proposes approximately eight acres of open space within the Shopping Center and proposed residential development. Further, common areas will increase pedestrian access and circulation within the Shopping Center. Additionally, the Project includes the addition of outdoor terraces and an outdoor pedestrian route throughout the Shopping Center.

Housing

The Housing chapter of the Framework seeks to contribute to stable, safe, and livable neighborhoods and improve access to jobs and neighborhood services. The Project is consistent with the following goals, objectives and policies of the Housing chapter of the Framework:

Objective 3.7 *Provide for the stability and enhancement of multi-family residential neighborhoods and allow for growth in areas where there is sufficient public infrastructure and services and the residents' quality of life can be maintained or improved.*

The Community Plan has projected that there would be 42,877 high-medium residential dwelling units by 2010. The Project includes 262 new housing units. Based on the projected characteristics of household size for high-medium density residential dwellings within the West Los Angeles Community Planning area in 2010, the Project would be consistent with the Community Plan.

Additionally, as the Project would be located within a developed area of West Los Angeles, no new roadways or regional infrastructure (i.e. water or wastewater lines) would need to be developed to service the Project. The existing regional infrastructure and the established roadway network are sufficient to serve the Project's residential population.

Goal 5A *A liveable City for existing and future residents and one that is attractive to future investment. A City of interconnected, diverse neighborhoods that builds on the*

strengths of those neighborhoods and functions at both the neighborhood and citywide scales.

By locating multi-family residential units in close proximity to jobs, transit, shops and restaurants, the Project will enhance the quality of life for its residents. The Project site is located within a high-density, high-rise center, and is surrounded by office and commercial buildings in a dense urban landscape. It is also within close proximity to three major roadways, including Avenue of the Stars, Santa Monica Boulevard, and Olympic Boulevard. Further, the Project creates a more attractive and vibrant Westfield Century City Shopping Center, attracting future investment in both the Shopping Center and surrounding area.

Policy 4.1.1 *Provide sufficient land use and density to accommodate an adequate supply of housing units by type and cost within each City subregion to meet the twenty-year projections of housing needs.*

The Project consists of the development of a 49-story mixed-use tower that includes 262 multifamily residential units, apartments or condominiums, related amenities, and three levels of retail. This use and density is fully consistent with the zoning, specific plan and general plan designations for the property.

Objective 4.2 *Encourage the location of new multi-family housing development to occur in proximity to transit stations, along some transit corridors, and within some high activity areas with adequate transitions and buffers between higher-density developments and surrounding lower-density residential neighborhoods.*

The Project will situate 262 housing units within an area that is well served by existing transit facilities. The Project site is adjacent to the Santa Monica Boulevard transit corridor and within close proximity to three major roadways, including Avenue of the Stars, Santa Monica Boulevard, and Olympic Boulevard, as well as a new transit center located on Constellation Boulevard.

Urban Form and Neighborhood Design

The Project is consistent with the following goals, objectives and policies of the Urban Form and Neighborhood Design chapter of the Framework:

Goal 5A *A liveable City for existing and future residents and one that is attractive to future investment. A City of interconnected, diverse neighborhoods that builds on the strengths of those neighborhoods and functions at both the neighborhood and citywide scales.*

By locating multi-family residential units in close proximity to jobs, transit, shops and restaurants, the Project will enhance the quality of life for residents, workers and visitors to the area. The Century City area is characterized by a range of housing types, including single-family, mid-size and high-rise apartments and condominiums, and large-scale commercial development. The Project is consistent with these uses. Additionally, development of new retail stores, common areas and diverse entertainment options within the Shopping Center provides an important opportunity for continued investment in the Century City Regional Center and surrounding area and development of attractive shopping and entertainment options for the community.

Objective 5.2 *Encourage future development in centers and in nodes along corridors that are served by transit and are already functioning as centers for the surrounding neighborhoods, the community or the region.*

Century City is designated as a regional center, containing high-rise buildings, mid-rise and high-rise apartments and condominiums, and large-scale commercial development. The Project proposes to develop in areas already designated as centers of residential and commercial activity in Century City and enhance those areas as an integrated center of activity for Century City and West Los Angeles.

Policy 5.2.1 *Designate centers and districts where activity is already concentrated and/ or where good transit service is, or will be provided.*

The Project is located in Century City, which is designated and currently functions as a regional center. Major arterials serving Century City, as well as the internal street circulation system, are served by public transit. The Project site is located within a high-density, high-rise center, and is surrounded by office and commercial buildings in a dense urban landscape. The Project further develops the Westfield Century City Shopping Center, which is a regional shopping center containing various department stores, a market and numerous retail and entertainment uses.

Policy 5.2.2 *Encourage the development of centers, districts, and selected corridor/ boulevard nodes such that the land uses, scale, and built form allowed and/or encouraged within these areas allow them to function as centers and support transit use, both in daytime and nighttime ...*

The Project incorporates several pedestrian-oriented design elements. The Project proposes to include numerous open air areas and common areas within the Shopping Center, thereby encouraging pedestrian activity and enhancing pedestrian access. Additionally, the Project integrates 262 new multifamily residential units in close proximity to the Shopping Center, which reduces vehicle trips for new residents and encourages pedestrian activity for shopping and entertainment.

Objective 5.8 *Reinforce or encourage the establishment of a strong pedestrian orientation in designated neighborhood districts, community centers, and pedestrian-oriented subareas within regional centers, so that these districts and centers can serve as a focus of activity for the surrounding community and a focus for investment in the community.*

The Project includes expansion of open air areas and walkways in the Shopping Center, thereby reinforcing its current pedestrian orientation. The Project will create an integrated center within the community by providing a broad array of shopping and dining choices, entertainment opportunities and outdoor spaces and amenities, enhancing continued investment opportunities in both the Shopping Center and Century City.

Open Space and Conservation

The Open Space and Conservation chapter of the Framework calls for the use of open space to enhance community and neighborhood character. The policies of this chapter

recognize that there are communities where open space and recreation resources are currently in short supply, and therefore suggests that vacated railroad lines, drainage channels, planned transit routes and utility rights-of-way, or pedestrian-oriented streets and small parks, where feasible, might serve as important resources for serving the open space and recreation needs of residents. The Project is consistent with the following goals, objectives and policies of the Open Space and Conservation chapter of the Framework:

Policy 6.4.8 *Maximize the use of existing public open space resources at the neighborhood scale and seek new opportunities for private development to enhance the open space resources of the neighborhoods.*

a. Encourage the development of public plazas, forested streets, farmers markets, residential commons, rooftop spaces, and other places that function like open space in urbanized areas of the City with deficiencies of natural open space, especially in targeted growth areas ...

Century City is a regional center that is a targeted growth area. The Project includes approximately eight acres of open space area within the residential development and the Shopping Center, including additional common areas and pedestrian connections within the Shopping Center and connecting the Shopping Center to adjoining areas. The residential component of the Project will comply with the open space requirements of the Zoning Code.

Economic Development

The Economic Development chapter of the Framework seeks to provide physical locations necessary to attract continued economic development and investment to targeted districts and centers. The Project is consistent with the following goals, objectives and policies of the Economic Development chapter of the Framework:

Objective 7.3 *Maintain and enhance the existing businesses in the City*

The Project provides new and diverse amenities, retail stores and entertainment options in the Shopping Center. These improvements would ensure the future vitality of the Shopping Center and improve Century City as a walkable community by providing options to live and play in an area that is already a mature employment hub. Further, the Project provides for the development of 262 new multifamily residential units, apartments or condominiums adjacent to the Shopping Center. This is expected to provide increased revenue and sales in the Shopping Center and surrounding areas.

Policy 7.3.2 *Retain existing neighborhood commercial activities within walking distance of residential areas.*

The Project includes the development of 262 new multifamily residential units, apartments or condominiums within walking distance of the Shopping Center and office uses. The Project also expands retail and entertainment opportunities in close proximity to current Century City residents, through expanding the entertainment options and retail stores available at the Shopping Center.

Goal 7B *A City with land appropriately and sufficiently designated to sustain a robust commercial and industrial base.*

The Project expands and revitalizes the Westfield Century City Shopping Center retail area, thereby facilitating further diversification of retail and entertainment options and providing an attractive market for new investment opportunities within Century City.

Objective 7.2 *Establish a balance of land uses that provides for commercial and industrial development which meets the needs of local residents, sustains economic growth, and assures maximum feasible environmental quality.*

The Project provides for the simultaneous development of 262 new multifamily residential units, apartments or condominiums adjacent to the Shopping Center and the expansion of the Shopping Center to make it more attractive as a center for community activity. This development is necessary to sustain the economic growth of the Shopping Center as a regional center and to meet the shopping and entertainment needs of residents and visitors of Century City.

Policy 7.2.2 *Concentrate commercial development entitlements in areas best able to support them, including community and regional centers, transit stations, and mixed-use corridors. This concentration prevents commercial development from encroaching on existing residential neighborhoods.*

Century City is currently designated as a regional center. The Project expands commercial activities in the Westfield Century City Shopping Center, consistent with the Framework's goals.

Transportation

The Project is consistent with the following goals, objectives and policies of the Transportation chapter of the Framework:

Objective 3 *Support development in regional centers, community centers, major economic activity areas and along mixed-use boulevards as designated in the Community Plans.*

The Project is located in Century City, which is designated and currently functions as a regional center. Major arterials serving Century City, as well as the internal street circulation system, are served by public transit. The Project will expand the commercial development of the Westfield Century City Shopping Center and enhance its ability to be a center for community activity. Simultaneously, the Project will locate multi-family residential units in close proximity to jobs, transit, shops and restaurants located in the Shopping Center.

Objective 4 *Preserve the existing character of lower density residential areas and maintain pedestrian-oriented environments where appropriate.*

Consistent with this goal, the Project locates higher density development within an established regional center, thus preserving the lower-density residential areas. In addition, the Project will provide 262 new multifamily residential units, apartments or condominiums and associated amenities with additional gathering places, thereby

enhancing the pedestrian-oriented nature of the Shopping Center and facilitating easier pedestrian access to the Shopping Center.

The **Transportation Element** of the General Plan will be affected by the recommended action herein. However, any necessary dedication and/or improvement of those streets abutting the project site to their designated standards will assure compliance with this Element of the General Plan and with the City's street improvement standards pursuant to Municipal Code Section 17.05. The project has been reviewed by the Department of Transportation and Bureau of Engineering with appropriate improvement conditions added to case No. VTT-65059.

The **Sewage Facilities Element** of the General Plan will be affected by the recommended action. However, requirements for construction of sewer facilities to serve the subject project and complete the City sewer system for the health and safety of City inhabitants will assure compliance with the goals of this General Plan Element.

Appropriate conditions have also been included to assure compliance with the City's **Street Lighting** standards so as to increase night safety along the streets which adjoin the subject property.

The project is subject to the **West Los Angeles Transportation Improvement and Mitigation Specific Plan (WLA TIMP)**. The project is conditioned to provide the appropriate WLA TIMP fees and the associated EIR includes an analysis of traffic impacts as well as consistency with the WLA TIMP. The project is also subject to the **Century City North Specific Plan** and has been found consistent with its policies and regulations. A detailed analysis of consistency with the Specific Plan is found below in the Project Permit Compliance findings as well as within the EIR.

Specific Plan Project Permit Compliance Pursuant to Section 11.5.7.C of the Municipal Code:

1. **The project substantially complies with the applicable regulations, standards and provisions of the specific plan. (LAMC 11.5.7.C.2.a)**

Upon approval of the Project application, the Project will comply with all applicable components of the Specific Plan. The Specific Plan assigns CATGP Trips to various properties within the Specific Plan area to establish the overall development capacity with the specific plan area. These CATGP Trips are permitted to be transferred between properties. The City Planning Department maintains a record of all such CATGP Trips utilized and remaining to be used for each property. The project site currently contains 7454 CATGP trips in addition to 5052 potential replacement CATGP trips from the demolition of 1930 Century Park West and 1801 Avenue of the Stars, in excess of the CATGP trips required for the proposed project. The project has been reviewed and found to be consistent with all provisions of the Specific Plan.

2. **The project incorporates mitigation measures, monitoring measures when necessary, or alternatives identified in the environmental review which would mitigate the negative environmental effects of the Project, to the extent physically feasible. (LAMC 11.5.7.C.2.b)**

As set forth in the EIR that has been prepared for the Project, project design features, mitigation measure and monitoring measures, as necessary, have been proposed in order to address potentially significant environmental effects of the Project. Conditions 24 and 25 of this determination assure compliance with all mitigation and monitoring conditions determined from the EIR.

3. **The Project conforms to all of the provisions of this Specific Plan, the West Los Angeles Community Plan and all other applicable provisions of the General Plan. (CCNSP 3.C.1.a)**

The project will produce a vibrant mixed-use development with adequate pedestrian and vehicle transportation improvements. The proposed project is consistent with General Plan goals of producing multifamily housing, expanding economic opportunity, producing jobs within Regional Centers, and the provision of orderly development. The project is also consistent with the Century City North Specific Plan as the use and intensity are permitted and sufficient trips exist on-site.

4. **The Project has been designed in a way to reasonably assure that it will not cast a shadow for more than two hours, between 8 a.m. and 8 p.m. upon any detached single-family dwelling located outside the CCNSP Area. (CCNSP Section 3.C.1.b)**

The Project has been designed to fully conform with the CCNSP and avoids shading of any single-family dwelling for more than two hours, between 8 a.m. and 8 p.m. A full shade-shadow analysis is included in the EIR and shows that the no single home is shaded for more than one-hour, significantly less than the two-hour standard established in the Specific Plan.

5. **Sufficient provisions have been made, if necessary, to assure the installation of a continuous Pedestrian Corridor in accordance with the provisions of CCNSP Section 10 and as shown on the Map. (CCNSP Section 3.C.1.c)**

Conditions are included with this determination to require maintenance and installation of the continuous Pedestrian Corridor. The design of the Project emphasizes pedestrian connections, as addressed in the Specific Plan, and is designed to connect to the existing pedestrian crossing to the east of the Project and provide a continuous pedestrian route throughout the Westfield Century City Shopping Center. The Project design would allow for the improved pedestrian access throughout the Shopping Center. Through the incorporation of landscaped areas and walkways throughout the Project and linked to adjacent uses, the Project will provide a pedestrian-friendly environment and be in conformance with the Specific Plan's implementation of the Pedestrian Crossing and Pedestrian Corridor.

6. **Sufficient provisions have been made, if necessary, to assure the installation of Pedestrian Crossings in accordance with the provisions of CCNSP Section 10 and as shown on the Map. (CCNSP Section 3.C.1.d)**

The existing bridge over Avenue of the Stars to the subject property is proposed to remain. The at-grade crossing over Constellation Boulevard is proposed to be enhanced. No further improvements are required under Section 10. The project

however does include enhanced landscaping, enhanced crosswalks to outside the Specific Plan area, as well as provisions such as knock-out panels to facilitate any future subway portal. The Project is conditioned to require maintenance of adequate Pedestrian Crossings.

7. **The Project has been designed in a manner which adequately screens ventilation, heating and air conditioning ducts, tubes, equipment and other related appurtenances from the view of pedestrians, motorists and occupants of adjacent buildings. (CCNSP Section 3.C.1.e)**

The Project is conditioned to require screening of all rooftop equipment. The Project has been designed to attractively conceal all ventilation, heating and air conditioning ducts, tubes, and other such mechanical equipment from the line of sight of pedestrians, motorists, and occupants of adjacent buildings. Utility connection to the project site shall be underground.

8. **The façade of the parking building has been designed to be compatible in architectural character with its principal building and adjacent existing office, commercial or residential buildings. (CCNSP Section 3.C.1.f)**

The Project will replace the existing office building located at 1930 Century Park West with a new parking facility to be fully integrated into the Shopping Center site. As shown in Exhibit A this proposed building includes a green screen, associated landscaping and a style of architecture consistent with adjacent structures. This parking facility will consist of five above-grade levels with rooftop parking and two subterranean levels. The western façade of the facility will be attractively designed and landscaped to be noise sensitive and prohibit vehicle headlights and lighting from shining onto residential areas to the west of the Project Site. The façade of the parking building will incorporate an architectural theme that complements the existing character of the Shopping Center.

- 9 **Consideration has been given by the City Planning Commission to impacts generated by the Project on the vehicular circulation system within the Specific Plan Area and on the sections of Pico, Olympic and Santa Monica Boulevards between one mile easterly and one mile westerly of the boundaries of the Specific Plan Area, including specifically the impacts at those intersections serving the Specific Plan Area at Pico, Olympic and Santa Monica Boulevards, and that mitigation measures, if any, were given due consideration. Such consideration of impacts and mitigation measures shall include, but not be limited to, forecasts of potential traffic from: (1) all Projects within the Specific Plan Area and the area governed by the Century City South Specific Plan for which building permits have been issued, but which have not yet been constructed and (2) all allowable future development permitted under the densities and uses set forth for said areas. These forecasts shall be based on the Trip generations factors contained in the definition of CATGP. Said consideration of impacts and mitigation measures shall be made in writing or reduced to writing and shall be part of the Project Permit file. (CCNSP Section 3.C.1.g)**

The EIR for the Project includes a comprehensive traffic study, conducted under the direction of the City of Los Angeles Department of Transportation, which evaluates Project impacts on the local and regional roadway. That analysis includes the imposition

of mitigation measures to reduce the proposed project impacts as well as a statement of overriding considerations for those impacts that cannot feasibly be further reduced.

10. **Adequate sewers and similar public utilities, facilities and services, other than those considered pursuant to CCNSP Section 3.C.1.g, exist or will exist to service the intensity and design of the proposed Project and other development in the CCNSP Area. (CCNSP Section 3.C.1.h)**

WASTEWATER: Wastewater treatment services will be provided to the Project by the City of Los Angeles Department of Public Works. Any wastewater generated by the Project would be treated at the Hyperion Treatment Plant. The Project would not exceed wastewater treatment requirements. Further, there is adequate capacity in the existing conveyance system from the site to the existing mains.

STORMWATER: Existing storm drains have adequate capacity to absorb the storm water runoff from the site. In addition, the Project would incorporate drainage features to appropriately accommodate, treat, and convey anticipated stormwater flows in accordance with SUSMP and LARWQCB requirements.

WATER SUPPLY: Water supply would be provided to the Project by the City of Los Angeles Department of Water and Power ("LADWP"). The construction of the Project would include all necessary on and off-site improvements and connections to adequately link the Project to the existing City water system under the surrounding streets. LADWP has made a written determination that adequate water supply exists to serve the Project.

SOLID WASTE: Solid waste generated within the Project site would be collected and transported by a private contractor. Site-generated solid waste would be disposed of at one of 12 major Class III landfills located within Los Angeles County.

During the construction phase of the Project, several existing structures would be demolished prior to grading of the site. Materials generated during the demolition process would be reused and/or recycled to the extent feasible. The solid waste generated by operation of the Project would be accommodated by existing landfills in Los Angeles County.

ELECTRICITY AND NATURAL GAS: The Project site currently has electricity transmission provided and maintained by LADWP. Natural gas is provided to the Project site by the Southern California Gas Company ("SCGC"). The Project-related annual electricity demand is within the anticipated service capabilities of LADWP. Further, the consumption of natural gas associated with the Project is within the service capabilities of SCGC.

The EIR for the Project includes a full analysis of the construction and operational impacts of the Project on public utilities, infrastructure and public services. The EIR found no significant impacts after mitigation to public utilities, infrastructure and public services. Although impacts were less than significant, mitigation measures such as the use of energy-efficient appliances, have been included in this determination.

11. **Sufficient provisions have been made to assure the installation of any on-site or off-site improvements deemed necessary by the City Engineer to accommodate any cumulative impacts generated by the Project on existing**

sewers or other similar public utilities, facilities and services, other than those considered pursuant to CCNSP Section 3.C.1.g. (CCNSP Section 3.C.1.i)

The EIR for the proposed project found no significant impacts to sewers or other similar public utilities but did include mitigation measures to further limit any impacts. The Bureau of Engineering has reviewed the proposed Project and has not recommended any on-site or off-site improvements related to utilities.

12. There are sufficient CATGP Trips allocated to the site for the Project.

As set forth in the EIR and appropriate covenant and agreements, sufficient CATGP trips exist on site to accommodate the Project. The Project will utilize Phase I, Phase II, replacement and transferred replacement CATGP trips to construct the proposed Project. Each demolition and new permit issuance will be monitored by the Director of Planning, recorded by appropriate covenant and adjusted on the Century City North CATGP Trip Charts.

13. The Project complies with the FAR requirements set forth in the CCNSP for the "buffer area" and the "core area."

The Project is located within lots noted as crosshatched on the CCNSP and designated as a core area as well as areas noted as buffer area. The Project is consistent with these designations and complies with the FAR requirements of the CCNSP. Under the CCNSP a FAR of 6:1 is allowed in the core area and 4.5:1 in the buffer area. The Project will result in a FAR of 2.8:1 in the core area and 1.1:1 in the buffer area.

14. All Phase I public improvements set forth in Section 3.B.1(b) of the CCNSP have been completed.

Pursuant to Case #CF 98-0672, all Phase I improvements have been completed.

Site Plan Review:

1. The Project complies with all applicable provisions of this Code and any applicable Specific Plan. (LAMC 16.05.F.1)

The administrative conditions of this approval require code compliance and the project has been reviewed by the Department of City Planning and found to be compliant with the Municipal Code and applicable Specific Plans. The proposed Project is fully consistent with the uses permitted, and conforms to such building standards as density limitations, height limitations, parking, setbacks, building articulation, and landscape requirements. Further, the Project is consistent with the mixed-use, regional center character of the CCNSP, by creating an integrated center with a range of shopping and dining choices, entertainment opportunities and outdoor spaces and amenities, together with a place to live. As such, the proposed Project is in keeping with the spirit, intent, and letter of the zoning code and the Specific Plan.

2. The Project is consistent with the General Plan. (LAMC Section 16.05 F.2)

The requested specific plan amendment is in substantial conformance with the various elements of the General Plan. The West Los Angeles Community Plan designates the Project site as "Regional Commercial." A variety of commercial, office, retail and residential uses are permitted within the Regional Commercial land use designation. Further, a regional shopping center such as Westfield Century City Shopping Center is a permitted use under the Specific Plan. The use and development of the property has been devoted to a regional shopping center, surrounded by a mix of residential and office uses, for the past 40 years and the Century City North Specific Plan, the West Los Angeles Transportation Improvement and Mitigation Specific Plan, the West Los Angeles Community Plan and the General Plan Framework have continually recognized and supported a regional shopping center at this location. The requested amendments would allow the property to expand upon the mixed-use development of this regional center. The amendments would update the Specific Plan to reflect the current Shopping Center ownership and establish proper zoning regulations to allow unified development of this site.

Regional centers by definition serve a large portion of the community. As such, they contain a variety of necessary office, retail, entertainment, service and residential uses. Increasingly, regional centers have sought to provide residential uses in close proximity to office, shopping and entertainment centers. The proposed Project seeks to expand the number and type of retail options within the Shopping Center, with the concept of integrating residential and commercial centers and providing a wide range of activities for the community. This provides a basis for continued growth in the Century City area and decreases the need for vehicle trips for new residents. The integration of residential and commercial uses and expansion of retail and entertainment options would reaffirm Westfield Century City Shopping Center's status as an important center of retail, entertainment and commercial activity for residents and visitors of West Los Angeles and Century City.

A detailed analysis of consistency with the Community Plan, all elements of the General Plan, Specific Plan and Regional Planning Documents is found within Section IV.G of the Environmental Impact Report (ENV-2006-1914-EIR). Because the project furthers the goals of the Community Plan by developing a vibrant mixed-use project with open space and recreational amenities, pedestrian and vehicle transportation improvements it has been found to be in substantial conformance with all the goals, objectives and policies of the General Plan.

3. The Project is consistent with any applicable adopted Redevelopment Plan. (LAMC 16.05.F.3)

The Project is neither subject to nor within the boundaries of any adopted Redevelopment Plan.

4. The Project consists of an arrangement of buildings and structures (including height, bulk and setbacks), off-street parking facilities, loading areas, lighting, landscaping, trash collection, and other such pertinent improvements, which is or will be compatible with existing and future development on neighboring properties. (LAMC 16.05.F.4)

The Project design is fully consistent with the existing development of neighboring properties. The building height and massing complies with the zoning code and CCNSP

requirements and has been designed to ensure its compatibility with development on surrounding properties. The parking structure incorporates an architectural design which complements the existing character of the Westfield Century City Shopping Center. The amount and location of on-site parking has been carefully designed and thoroughly reviewed as part of the shared parking analysis. Trash collection areas will be located within the parking structures and other internal areas of the site. Additional loading facilities are proposed with the Project, providing increased access and capacity within the site. The Project will incorporate attractive lighting, for purposes of providing security and aesthetic enhancements, while also being sensitive to nearby properties. Extensive landscaping and provision of open space within the Project edges and interior areas is provided.

5. **The Project incorporates feasible mitigation measures, monitoring measures when necessary, or alternatives identified in the environmental review which would substantially lessen the significant environmental effects of the Project, and/or any additional findings as may be required by CEQA. (LAMC 16.05.F.5)**

As required by CEQA, and as provided in the accompanying Project EIR, the Project shall incorporate all feasible mitigation measures in order to lessen any potential environmental impacts to less than significant. For those impacts where a significant impact is unavoidable a statement of overriding consideration is proposed for adoption. This determination includes conditions requiring adherence to all mitigation measures and appropriate monitoring.

6. **Any project containing residential uses provides its residents with appropriate type and placement of recreational facilities and service amenities in order to improve habitability for the residents and minimize impacts on the neighboring properties where appropriate. (LAMC 16.05.F.1)**

The Project provides for the development of 262 new multifamily residential units. The residential component of the Project will include on-site recreational facilities and amenities, including gardens, meetings rooms, a gymnasium, a swimming pool, a sauna, and locker rooms. The Project will also comply with the residential open space requirements set forth in the zoning code and contribute QUIMBY fees for off-site recreational improvements.

Conditional Use Permit (Alcohol) Pursuant to Section 12.24.W of the Municipal Code:

1. **The proposed project will be proper in relation to adjacent uses on the development in the community.**

The Project includes an expansion of restaurants serving alcohol at an existing shopping center. The continued enhancement of the Shopping Center and the surrounding area will ensure that Century City remains a strong economic and cultural center for West Los Angeles. Additional seating and restaurants serving alcohol are also necessary to service new residents in the Project's residential tower and neighboring residential buildings as well as providing restaurants within walking distance of office buildings.

The Project is compatible with adjacent uses. The Project is a unified development that is located in a highly urbanized setting characterized by mid- to high-rise office buildings, hotels, entertainment, and residential uses. The Project is bounded on the north by commercial and multi-family uses and the Los Angeles County Club. High-rise office buildings, hotels and parking structures, including the 36-story MGM building and the 19-story Century Plaza Hotel, are located to the south of the Site. The Project is bounded on the west by single-family residential uses, located across Century Park West. Mid-rise and high-rise office buildings, including the 39-story Sun America building, are located to the east of the Project Site. The Project is also bounded by Santa Monica Boulevard, which is a heavily traveled corridor that traverses the City. The City previously determined in 1988 that the proposed use is in proper relation to adjacent uses and now reaffirms that determination.

2. The location of the project be desirable to the public convenience and welfare.

The Project seeks an additional eight establishments and associated seating with a replacement CUP, with substantially the same conditions of approval regarding alcohol service, to cover the expanded Shopping Center site. The establishments would continue to be located within a Regional Center, in a highly urbanized setting with a diverse mix of residential, commercial and office uses. The 1400 new restaurant seats would help to alleviate the shortage of seating at the Shopping Center and demand for alcohol serving establishments.

The Project serves as an integrated area for convenient meetings, shopping and dining activities for Century City residents and visitors. Creation of a continuous pedestrian route throughout the Shopping Center and additional open spaces within the Project Site would increase pedestrian access to the site and promote pedestrian circulation throughout the site. The availability of additional services, such as dining with the availability of alcoholic beverages, would greatly enhance the atmosphere and attractiveness of the Shopping Center. The diversity of food service and the selling of alcoholic beverages provides a desired amenity for patrons. In addition, ample on-site parking is accessible and security is readily available.

Moreover, the establishments serving alcoholic beverages will be part of a carefully-controlled shopping center. Appropriate conditions have been imposed to assure the safe operation of the center and the Director retains the right to impose further corrective conditions if future events warrant

3. The proposed project will not be detrimental to the character of development in the immediate neighborhood and will be in harmony with the various elements and objectives of the General Plan.

The Project would include 26 establishments located within a mixed-use Project. There are no hospitals, park areas, senior citizen facilities, churches or schools within a 500-foot radius of the site. All existing restaurants on the Project site are located within the Westfield Century City Shopping Center area and are subject to the Shopping Center's on-site security as well as the conditions of the existing CUP. Any new restaurants would be similarly located within the Shopping Center area. Further, the immediate surrounding area is characterized by intense commercial development. Under these circumstances, the offering of alcoholic beverages for on-site consumption incidental to

restaurant operations will not be out of character with, or detrimental to the uses in the immediate neighborhood.

4. The approval of the Conditional Use at this location adversely affect the welfare of the community.

The private revitalization efforts proposed by the Applicant are anticipated to serve as a catalyst for continued investment and renewal of adjacent uses in Century City. The proposed CUP supports the Shopping Center as an existing center of regional investment. The Project will positively affect the welfare of the community by expanding high-quality retail uses available at the Shopping Center, further integrating new residents in close proximity to the retail and entertainment options available at the Shopping Center, and enhancing the attractiveness of the Shopping Center as a center for commercial investment. It will also positively benefit the City through generation of additional sales tax revenue and business license and other fees, and by providing additional short-term and long-term employment opportunities to area residents.

5. The approval of the Conditional Use will not result in or contribute to an undue concentration of such establishments.

There is high demand for restaurant establishments in the Shopping Center and construction of the Project's residential tower will only lead to greater demand. The Applicant's request is fully in keeping with a development the size of the Shopping Center. The sales of alcoholic beverages is of critical importance to the successful operation of these facilities to attract and cater to a diverse clientele. A study prepared for this Project, and included within the subject case file, details the number of alcohol-serving establishments within various distances of the proposed Project and shows that while other alcohol serving restaurants do exist no undue concentration in relation to the number of residents, workers and visitors in the area exists.

6. The approval of the Conditional Use will not detrimentally affect nearby residentially zone properties.

The area surrounding the project currently includes a wide variety of office, commercial and residential uses and is a primary source of entertainment uses for the residents and visitors of Century City. Alcoholic beverages would be served by responsible operators in a controlled environment. The service of alcoholic beverages has existed on the Site for approximately 40 years without detrimental effect on nearby residential properties. The Project includes adequate parking and security for the proposed alcohol-serving establishments. Accordingly, the inclusion of alcohol as an incidental use within the Project's food service establishments will not result in detrimental impacts to nearby residentially zoned properties.

Zoning Administrator's Determination (Shared Parking) Pursuant to Section 12.24.X.20 of the Municipal Code:

1. The shared parking request will be in conformity with the public necessity, convenience, general welfare and good zoning practice.

A shared parking analysis has been prepared for the Project which demonstrates that, due to the mix of uses, parking demand will not exceed the supply of parking provided

for the Project during non-holiday season periods. Specifically, retail parking demand typically peaks in the afternoon on weekdays and weekends, while restaurant uses, cinema and other entertainment uses, typically peak in the evening hours. Office parking demand typically peaks during the day on weekdays. In addition, internal capture (i.e. one person parking at the property, but dining at a restaurant and going to a movie) further accounts for an adjustment in standard parking requirements. Further, given the proximity of the center to residential and office uses, many individuals will walk to the site and not require parking. Thus, because hourly demand differs between the office, retail, restaurant and theater uses, the opportunity exists for these uses to share parking spaces during different hours of the day, resulting in a surplus of parking spaces during non-holiday periods.

The shared parking analysis indicates that during the holiday shopping period the on-site supply would not be sufficient to accommodate the peak parking demand during weekday and weekend conditions. To mitigate the potential impact, the Project will continue its current practice of securing off-site parking spaces during the holiday season. Specifically, significant off-site parking is available at the Century Park West parking garage, as well as at the MGM Tower parking structure. With the proposed on-site parking supply, as well as the provision of off-site parking spaces, the supply would be sufficient to accommodate peak demand during the holiday shopping period.

While an appropriate amount of parking will be provided, conditions have been imposed to assure that no neighborhood parking intrusion by patrons or employees occurs in the single-family neighborhoods within proximity to the Project site. Appropriate conditions have been imposed to ensure the efficacy of the proposed Share Parking arrangement. No shared parking is proposed or approved for the residential portion of the proposed Project.

2. **The proposed share parking use will be in substantial conformance with the various elements and objectives of the General Plan.**

The request for shared parking is fully in conformance with the elements and objectives of the General Plan. The shopping center is located in an established regional center, characterized with a range of uses. The General Plan, as well as the Century City North Specific Plan, recognize the importance of the shopping center's mix of retail, restaurant and entertainment uses in close proximity to residential and office uses. This mix of uses within a regional center setting not only results in reduced vehicle trips, but a reduction in standard parking demand.

Further, the Specific Plan encourages increased pedestrian activity within the Century City area. The Project has been designed to provide appropriate pedestrian routes and associated landscaping and amenities, further enhancing the pedestrian experience. Based on these factors, the shared parking request supports the objectives of the General Plan

3. **A lower total number of parking spaces than would otherwise be required will provide adequate parking for the requested use. Such determination is based upon an analysis of parking demand.**

A shared parking analysis has been prepared for the Project. This analysis includes a review of current parking demands on the shopping center site, a study of parking

activities within surrounding commercial areas, as well as a discussion of industry standards for similar mixed-use projects.

The analysis demonstrates that retail parking demand typically peaks in the afternoon on weekdays and weekends, while restaurant uses, cinema and other entertainment uses, typically peak in the evening hours. Office parking demand typically peaks during the day on weekdays. In addition, internal capture (i.e. one person parking at the property, but dining at a restaurant and going to a movie) further accounts for an adjustment in standard parking requirements for this Project. Further, given the proximity of the center to the proposed multifamily residential units, existing residential and office uses, many individuals will walk to the site and not require parking. Thus, during non-holiday seasons, there will be a surplus of parking spaces on-site due to the mix of uses within the Project.

During the holiday seasons, the shared parking analysis indicates that on-site supply would not be sufficient to accommodate the peak parking demand during weekday and weekend conditions. However, to mitigate the potential impact, the Project will continue its current practice of securing off-site parking spaces during the holiday season. As conditioned herein, the proposed on-site parking supply together with the provision of off-site parking spaces would be sufficient to accommodate peak demand.

4. **The maximum distance between each participating parking area and the subject use is 750 feet or less, measured as provided in Section 12.21.A.4(g) of the Municipal Code.**

With the recommended conditions all of the participating parking is within 750 feet of the Project. Consistent with current practice on-site, employees will park in the Century Park West parking garage during the holiday season. Additional spill-over employee parking will be provided off-site within the Century Park garage and the MGM Tower parking garage. Both off-site parking areas are within 750 feet of the proposed Project.

5. **The applicant and parties operating the shared parking facility shall submit written evidence in a form satisfactory to the Director of Planning which describes the nature of the uses, hours of operation, parking requirements, and the allocation of the parking spaces, and which demonstrates that the required parking for each use will be available taking into account their hours of operation.**

The information required is found within the shared parking analysis submitted to the Project case file and also found within the Project EIR. Additionally monitoring and reporting conditions are required as a part of this determination.

The analysis demonstrates that retail parking demand typically peaks in the afternoon on weekdays and weekends, while restaurant uses, cinema and other entertainment uses, typically peak in the evening hours. Office parking demand typically peaks during the day on weekdays. In addition, internal capture (i.e. one person parking at the property, but dining at a restaurant and going to a movie) further accounts for an adjustment in standard parking requirements for this Project. Further, given the proximity of the center to the proposed multifamily residential units, existing residential and office uses, many individuals will walk to the site and not require parking. Thus, during non-holiday

seasons, there will be a surplus of parking spaces on-site due to the mix of uses within the Project.

During the holiday seasons, the shared parking analysis indicates that on-site supply would not be sufficient to accommodate the peak parking demand during weekday and weekend conditions. However, to mitigate the potential impact, the Project will continue its current practice of securing off-site parking spaces during the holiday season. As conditioned herein, the proposed on-site parking supply together with the provision of off-site parking spaces would be sufficient to accommodate peak demand.

6. The reserved or otherwise restricted parking spaces shall not be shared.

None of the retail and office parking spaces provided on the site are "reserved spaces." None of the off-site spaces reserved by lease are "reserved spaces." Parking for residential uses are reserved but are contained on a separate parking level and not covered under the shared parking request. All retail and office parking spaces are generally available and may be utilized at all times.

Development Agreement Pursuant to Government Code Section 65864:

1. State Government Code Sections 65864 through 65869.5 authorizes municipalities to enter into binding development agreements with persons having legal or equitable interest in real property for the development of such property and authorizes the amendment of a previously approved development agreement.
2. The City of Los Angeles ("City") has adopted rules and regulations establishing procedures and requirements for consideration of development agreements under Citywide Development Agreement Procedures (CF 85-2313-S3). The proposed agreement meets those procedures and requirements.
3. The subdivision covered by this development agreement will comply with the provisions of Section 66473.7. The Department of Water and Power has found that sufficient water supply exists for the proposed subdivision.
4. An extensive EIR has been prepared to analyze all the potential impacts of the Project.
5. The Agreement complies with all applicable City and State regulations governing development agreements.
6. Pursuant to Section 65867.5 of the Government Code, the Agreement is consistent with the objectives, policies, and programs specified in the City of Los Angeles General Plan, including the West Los Angeles Community Plan which is part of the General Plan. The project complies with the provisions of the Community Plan identifying and describing the Century City Regional Commercial Center. The proposed mixed-use project will advance the goals of the Community Plan by creating a vibrant location for shopping, entertainment and living.

7. The Agreement will not be detrimental to the public health, safety and general welfare. The approval of the Agreement extends certain public benefits upon the City of Los Angeles and guarantees the orderly development of the Project.
8. The Agreement will promote the orderly development of the subject property in accordance with good land use practice. The Agreement provides for comprehensive planning of the subject property and extends Westfield LLC's and the City of Los Angeles' obligations therein.
9. The Agreement is consistent with conditions of previous discretionary approvals for the subject development.
10. The Agreement is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.
11. Based upon the above findings, the Agreement is deemed consistent with public necessity, convenience, general welfare and good zoning practice.

CEQA Findings

The project site, as well as the surrounding area are presently developed with structures and do not provide a natural habitat for either fish or wildlife.

The custodian of the documents or other material which constitute the record of proceedings upon which the City Planning Commission decision is based are located with the City of Los Angeles, Planning Department, 200 North Spring Street, Room 750, Los Angeles, CA 90012.

The required findings related to the California Environmental Quality Act are attached as a portion of this determination. The document entitled "California Environmental Quality Act Findings and Statement of Overriding Considerations" is incorporated as a portion of this approval for Case No. CPC-2006-1913-SP-SPP-SPR-CUB-ZAD-DA as well as VTT-65059. These findings represent the independent judgment of the City Planning Commission in certifying the Environmental Impact Report and adopting the Statement of Overriding Consideration.

Ordinance No. _____

An ordinance amending Ordinance No 156,122, the Century City North Specific Plan.

NOW THEREFORE,

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

Ordinance No 156,122 is revised to read:

CENTURY CITY NORTH

Specific Plan

**Ordinance No. 156,122
Effective November 24, 1981**

**Specific Plan Procedures
Amended pursuant to L.A.M.C. Section 11.5.7**

TABLE OF CONTENTS

Map Specific Plan Area

- Section 1. ESTABLISHMENT OF SPECIFIC PLAN
- Section 2. DEFINITIONS
- Section 3. PHASING OF DEVELOPMENT
- Section 4. PROCEDURES
- Section 5. TRANSFER OF DEVELOPMENT RIGHTS
- Section 6. ALTERNATIVE CALCULATIONS OF TRIP GENERATION FACTORS
- Section 7. SHOPPING CENTER
- Section 8. PARKING MANAGEMENT
- Section 9. PARKING STRUCTURE
- Section 10. PEDESTRIAN CORRIDOR
- Section 11. CHANGE OF ZONE WITHIN SPECIFIC PLAN AREA
- Section 12. OWNER ACKNOWLEDGMENT OF LIMITATIONS

Section 13. SEVERABILITY

Section 14. URGENCY

Appendix A Commercially Zones Area Maps

Appendix B Table of Trip Allocations to Lots in Crosshatched Areas

A Part of the General Plan – City of Los Angeles
<http://cityplanning.lacity.org> (General Plan – Specific Plan)

CENTURY CITY NORTH SPECIFIC PLAN

An ordinance establishing a Specific Plan, known as the Century City North Specific Plan, for a portion of Century City Center.

WHEREAS, the Concept, Citywide Plan and the West Los Angeles Community Plan, portions of the General Plan for the City of Los Angeles, provide that Century City Center develop as one of several high-intensity centers, consistent with the preservation and protection of low-density, single-family residential areas from encroachment by other types of uses; and

WHEREAS, the property described on the map set forth in this Ordinance (Map) is required to be rezoned in order to permit development in conformity with the previously adopted West Los Angeles Community Plan (Plan); and

WHEREAS, the C2-2 zoning densities indicated on the Map in this Ordinance are consistent with the densities shown in the Plan; and

WHEREAS, the full commercial densities proposed by the Plan, as indicated on the Map, are predicated on provision of adequate public service and transportation facilities to service the Specific Plan Area; and

WHEREAS, the Plan requires phasing in order to assure orderly development and redevelopment and to provide street capacity and other public facilities adequate to the intensity to development; and

WHEREAS, the Specific Plan requires specific street improvements to be assured as a part of a first phase of development and establishes a discretionary permit process as a condition of a second phase of development; and

WHEREAS, ultimate densities as shown in the Plan and as shown on the Map may only be achieved by a Specific Plan amendment; and

WHEREAS, Century City Center is composed of diverse ownerships and interests; and

WHEREAS, it is the intent of the City Council that this Ordinance be applied and administered consistent with the goals and purposes stated above; and

WHEREAS, in order to assure that such development proceeds in compliance with the General Plan and the above goals, it is necessary to adopt the following Specific Plan:

NOW THEREFORE,

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

Section 1.

ESTABLISHMENT OF SPECIFIC PLAN

- A. The City Council hereby establishes this Century City North Specific Plan applicable to that area of the City of Los Angeles shown on the Map (Figure 1) within the heavy lines thereon.
- B. This Specific Plan is intended to provide regulatory controls and incentives for the systematic execution of that portion of the Plan which includes said area and to provide for public needs, convenience and general welfare as the development of such area necessitates. The regulations of this Specific Plan are in addition to those set forth in the planning and zoning provisions of Chapter 1 of the Los Angeles Municipal Code and do not convey any rights not otherwise granted under the provisions and procedures contained in said Chapter, except as specifically provided for therein.

Section 2.

DEFINITIONS

The following terms used in this Ordinance, with the first letter of each word thereof capitalized, as defined below. Whenever any term is used in this Ordinance, it shall have the meaning specified in Section 12.03 of the Los Angeles Code, except as specifically defined herein.

Block: An area of land, whether under one or several ownerships, shown on the Map (Figure 1) and bounded either by streets or by streets and the boundary of the Specific Plan Area.

Cumulative Automobile Trip Generation Potential (CATGP): The cumulative total daily Trips generated by all Projects on commercially zoned lots within the Specific Plan Area for which building permits are issued subsequent to November 15, 1981, which total shall be calculated utilizing the factors contained in the following table:

OFFICE COMMERCIAL

Medical	75 Trips/1,000 sq. ft. of Floor Area
Drive-Through Bank Facility	192 Trips/1,000 sq. ft. of Floor Area
Other Office Commercial	14 Trips/1,000 sq. ft. of Floor Area

(The Trip generation factor for other Office Commercial includes the Trip generation potential of office uses, and incidental Retail Commercial uses in the same building not to exceed 3 percent of the Floor Area of such building.)

RETAIL COMMERCIAL

Retail Commercial and incidental office space uses on the lots referred to in Section 7	28 Trips/1,000 sq. ft. of Floor Area
---	--------------------------------------

Sit-Down Restaurant in Hotel	18 Trips/1,000 sq. ft. of Floor Area
Other Sit-Down Restaurant	45 Trips/1,000 sq. ft. of Floor Area
Fast Food Restaurant	553 Trips/1,000 sq. ft. of Floor Area

(A fast-food restaurant is a restaurant located immediately adjacent to and on the same level as an automobile parking area and where patrons are not served food or beverages at tables by employees of the establishment.)

Other Retail Commercial	35 Trips/1,000 sq. ft. of Floor Area
-------------------------	--------------------------------------

HOTEL

10 Trips/Guest Room

(The Trip generation factor for Hotels includes the Trip generation potential of Guest Rooms, ancillary hotel facilities (such as laundry, storage, accounting, lobby, front desk, cashier, administrative, corridor, mechanical, kitchen, rest room and similar areas), and 75 square feet of restaurants, meeting rooms and retail commercial facilities per Guest Room, not exceed a total of 26,250 square feet in any one Hotel. In the event of any change in use or demolition of a Hotel or any portion thereof, Trips shall only arise from such demolition or change in use based on the number of Guest Rooms demolished or changed in use and/or any demolition or change in use of any Floor Area used for restaurants, meeting rooms or commercial facilities in excess of the less of 75 square feet per Guest Room or 26,250 square feet. If a Hotel contains more than 75 square feet of Floor Area per Guest Room of restaurants, meeting rooms, and Retail Commercial facilities, the non-Trip generating 75 square feet per Guest Room shall first be applied to Floor Area utilized for meeting rooms. To the extent Floor Area utilized for restaurants and other Retail Commercial facilities exceeds 75 square feet per Guest Room, Trips generated by such additional Floor Area utilized for restaurants, or other Retail Commercial facilities shall be calculated at the appropriate Retail Commercial category. In no event may more than a total of 26,250 square feet of Floor Area, 75 square feet of Floor Area per Guest Room, be utilized for meeting rooms in any one Hotel.)

RESIDENTIAL

7.55 Trips/Dwelling Unit

(Notwithstanding any provision of this Ordinance to the contrary, when calculating the CATGP for Projects within the Specific Plan Area, the Floor Area contained within (1) a United States Post Office, public library or other public use approved by the City Planning Commission; (2) additions or alterations to existing buildings or other Projects, where the cumulative Trips of all such additions, alterations or other Projects on a single lot do not exceed 35; and (3) Floor Area constructed utilizing Transferred Trips shall not be included.)

Floor Area: The total square footage of the floor area of a building as described in Section 12.21.1 A 5 and 12.21.1 B 4 of the Los Angeles Municipal Code, except for floor area of a balcony, porch or walkway having either no exterior walls or exterior walls which are at least 50% open and unobstructed and which have been covenanted to remain so unenclosed and unobstructed by the recordation of a covenant in a form designed to run with the land.

Floor Area Ratio: The Floor Area of a building as compared to the buildable area of the lot as such Floor Area would be computed if a one-story building were to be constructed thereon.

Guest Room: One or more habitable rooms in a Hotel, designed as a unit, with entrances and exits common to all such rooms in the unit.

Improvement/Dedication Percentage: The percentage which the estimated 1981 cost of a street or sidewalk dedication or traffic improvement referred to in Section 3B1(b) of this Ordinance bears to the total estimated 1981 cost of all the listed dedications and improvements.

Map: The map contained in this Ordinance (Figure 1).

Office Commercial: Includes all commercial activities not included in Retail Commercial.

Pedestrian Corridor: A public pedestrian way, consisting of Pedestrian Walkways and Pedestrian Crossings, as shown on the Map.

Pedestrian Crossing: A grade-separated public pedestrian way over or under a public street.

Pedestrian Walkway: A public pedestrian way within a Block.

Plan: The West Los Angeles Community Plan, a part of the General Plan of the City of Los Angeles.

Private Access to Corridor: One or more pedestrian access points to the Pedestrian Corridor from adjacent lots.

Project: Any building, structure or addition to any building or structure to be constructed on a lot within the Specific Plan Area, excluding any construction or renovation activity which does not add to CATGP. Project also means a change of use which increases CATGP.

Project Permit: A permit issued pursuant to Section 3C of this Ordinance.

Project Site: That area upon which improvements related to a Project are made.

Retail Commercial: Those activities where goods are displayed, sold or serviced.

Shopping Center Site: That site commonly referred to as the Century City Shopping Center, bounded by Constellation Boulevard, Century Park West,

Santa Monica Boulevard and Avenue of the Stars. It is divided into two subareas within this Plan – Subarea 1 is that portion referred to as 10250 Santa Monica Boulevard; Subarea 2 is that portion referred to as 1801 Avenue of the Stars and 1930 Century Park West.

Specific Plan Area: That area shown within the heavy lines on the Map (Figure 1).

Transferred Trip: A Trip transferred to property within the Specific Plan Area from the area governed by the Century City South Specific Plan.

Trip: Constitutes a unit of real property development rights pursuant to this Specific Plan and means a calculation of daily arrivals at and daily departures from a building or structure by motor vehicles of four or more wheels. The number of Trips generated by any Project or existing building or structure shall be calculated utilizing the table set forth in the definition of Cumulative Automobile Trip Generation Potential.

Trip Percentage: The percentage which the number Trips to be generated by a Project bears to 20,000 Trips.

Section 3.

PHASING OF DEVELOPMENT

A. **Purpose:** The purpose of this Section is to assure orderly development and to provide street capacity and other public facilities adequate for the intensity and design of development by establishing phases for construction within the Specific Plan Area. The first phase of development shall continue until building permits and certificates of occupancy have been issued for Projects which generate all of the CATGP allocated to such first phase. The second phase of development shall begin when building permits have been issued for Projects generating 15,225.606 Trips, exclusive of Trips assigned by this Ordinance to Subarea 1 of the Shopping Center Site and Parcel B of Parcel Map Los Angeles No. 1483; and when all public improvements set forth in Section 3B1(b) of this Ordinance are completed, unless such completion is delayed by conditions beyond the control of the developer and the City of Los Angeles as determined by the City Planning Commission. In the event a Project is proposed whereby the CATGP, including Trips generated by such Project, exceeds said 15,225.606 Trips, the developer of such Project shall comply with Sections 3B1 and 10 of this Ordinance, such Project shall require a Project Permit, and such Project may utilize the Trips allocated to such Project for both phases of development. Nothing contained in this Ordinance shall prevent the issuance of a building permit for a Project in the residentially zoned areas of the Specific Plan Area, so long as such Project complies with the provisions of Sections 3B2(g), 3B2(h), and 3B2(i) of this Ordinance and conforms to the zoning of and any other regulations applicable to the lot on which it is located.

B. **First Phase of Development:** During the first phase of development, a building permit shall be issued for a Project in the commercially zoned areas only if the CATGP, including the Trips generated by such Project, does not exceed 20,000 and if the following requirements are met:

1. The developer of such a Project shall dedicate, for public street or sidewalk purposes, the property, and shall install or adequately assure

the installation of the street improvements, identified in Paragraph (b) below in the manner specified in Paragraph (a).

a. At the time the developer of such a Project applies for a building permit, the Department of Transportation shall calculate the percentage which the number of Trips to be generated by such Project bears to 20,000 Trips (Trip Percentage). The Department of Transportation shall thereupon assign to such Project one or more of the dedications and/or one or more the improvements identified in Paragraph (b), in the manner specified in Subparagraph (1) below. It shall be the responsibility of the developer to dedicate the property assigned and to install or to assure the installation of such assigned improvements in accordance with the procedures set forth in Subparagraphs (2) through (4) below.

(1) The Department of Transportation shall assign dedications and improvements to such Projects as follows:

(a) If the Trip Percentage of a project equals the Improvement/Dedication Percentage of a dedication or improvement or the sum of the Improvement/Dedication Percentages of more than one dedication or improvement, which dedication or dedications and/or improvement or improvements have not been assigned, then such shall be assigned to the Project.

(b) If the Trip Percentage of a project does not equal an Improvement/Dedication Percentage or sum of Improvement/ Dedication Percentages as set forth in Subparagraph (a) above, then one or more dedications and/or improvements shall be assigned to the project and/or a percentage of the cost of another dedication or improvement not assigned shall be allocated to the project, the sum of the Improvement/Dedication Percentages of which equals the Trip Percentage of the project. When the percentages of a particular improvement as allocated total 100%, such improvement shall be assigned to the last project allocated a percentage of it and the amounts deposited into escrow, as provided below, relating to such improvement, may be used by the developer of such project to pay for the percentages of such improvement not allocated to such developer's project.

(2) Prior to the issuance of a building permit for such a Project, the Bureau of Engineering shall estimate the cost of completing the improvement or improvements assigned to such Project and the cost of the percentage of any improvement allocated to the Project and shall inform the developer and the Department of Transportation of such amount, and the developer shall thereupon either obtain a Class "B" Permit in accordance with the provisions of Los Angeles Municipal Code Section 62.111 and/or enter into an escrow agreement in the form set forth in Exhibit 0-1

contained in Council File No. 81-1250. The developer shall, if an escrow agreement, is so executed, deposit into an escrow account created by such agreement the amount of such cost estimate. The funds so deposited shall remain in such account and shall be disbursed therefrom in accordance with the terms of such agreement. The Mayor is hereby authorized to enter into any such escrow agreement on behalf of the City of Los Angeles.

- (3) The developer of such a Project shall be responsible for the construction of the improvement or improvements assigned to such Project in accordance with the requirements of Los Angeles Municipal Code Section 62.111.
 - (4) Notwithstanding anything to the contrary in the Los Angeles Municipal Code Sections 91.0315(c) and (e), neither a certificate of occupancy nor a temporary certificate of occupancy for any portion of such a Project may be issued unless the City Engineer certifies in writing that all dedications have been made and all permits, bonds and insurance required by Los Angeles Municipal Code Section 62.111 have been obtained for all improvements assigned to such Project and that construction of such improvements or improvements has been completed or has progressed to the satisfaction of the City Engineer, or any delays in commencement of such construction have been caused by events beyond the developer's control.
 - (5) Any owner of property within the commercially zoned portions of the Specific Plan Area may determine to dedicate any or all of the properties and/or assure and construct all or a portion of the street improvements described in Paragraph (b) below at any time prior to applying for a building permit for a Project. In such case, the owner or owners shall specify to the Department of Transportation the Improvement/Dedication Percentage the owner proposes to dedicate and/or to assure and construct, and the procedures set forth in this Paragraph shall be carried out at that time. The owner, or the owner's successors and assigns, shall receive credit for the dedications so made and the improvements so assured and constructed in connection with Projects later constructed by the owner, or the owner's successors and assigns; however, the owner, and the owner's successors and assigns, shall be entitled to no reimbursement for any portion of any dedications made or improvements constructed in excess of the owner's, or the owner's successors and assigns, ultimate Trip Percentage, if any.
- b. The following are the dedication properties and locations of the street improvements required to be dedicated and to be constructed and assured pursuant to this Subdivision. A more detailed description of each such improvement is contained in Council File No. 80-1250, collectively identified as Exhibit 0-2. To the left of each listed improvement is a number corresponding to the percentage which the

estimated 1981 cost of such improvement bears to the total estimated cost of all the listed dedications and improvements (Improvement/ Dedication Percentage). The Department of Transportation may modify each such improvement, but only to the extent that such modification is necessary to assure proper integration of the subject improvement into existing on-site conditions and such modifications may not enlarge upon or expand any such improvement.

- (1) 7.24% Pico Boulevard between Manning Avenue and Malcolm Avenue: Widen to provide an 80-foot roadway. Relocate and modernize traffic signal equipment. (The City of Los Angeles will acquire a right-of-way for this improvement prior to assigning the improvement. Said right-of-way shall consist of approximately 25 square feet as more fully set forth in the detailed description of this improvement on Exhibit 0-2 referred to above.)
- (2) 3.19% Pico Boulevard between Avenue of the Stars and east of Century Park East: Widen to provide an 80-foot roadway. (Traffic signal work is included in Nos. (22) and (23).)
- (3) 3.51% Constellation Boulevard between Century Park West and east of Avenue of the Stars: Widen to provide a 70-foot roadway. (Traffic signal work is included in No. (24).)
- (4) 1.20% Century Park West (east side) between Constellation Boulevard and approximately 640 feet south of Constellation Boulevard: Widen to provide a 70-foot roadway. (Traffic signal work is included in No. (25).)
- (5) 0.35% Century Park West (west side) approximately 680 feet south of Constellation Boulevard: Widen to provide a 69- to 70-foot roadway. (No traffic signal work is required.)
- (6) 0.52% Century Park West at Olympic Boulevard: Widen to provide a 74-foot roadway. (Traffic signal work is included in No. (26).)
- (7) 0.37% Avenue of the Stars at Santa Monica Boulevard (south roadway): Modify median island to provide an additional 8 feet on the northbound approach roadway. (Traffic signal work is included in No. (27).)
- (8) 0.88% Avenue of the Stars approximately 500 feet south of Santa Monica Boulevard (south roadway): Modify the median island to lengthen the northbound left-turn pocket for the driveway to 1801 Avenue of the Stars and construct a southbound left-turn pocket for the driveway to 1900 Avenue of the Stars. (No traffic signal work is required.)
- (9) 1.49% Avenue of the Stars at Constellation Boulevard: Modify the median island to provide an additional 10 feet of roadway

on both the southbound and the northbound approaches. (Traffic signal work is included in No. (24).)

- (10) 0.64% Avenue of the Stars at Pico Boulevard: Modify the median island to provide an additional 8 feet of roadway on the southbound approach. (Traffic signal work is included in No. (22))
- (11) 13.04% Santa Monica Boulevard (north roadway) between east of Century Park East and west of Club View Drive: Widen to provide a 70- to 72.5-foot roadway. Relocate and modernize traffic signal equipment.
- (12) 7.24% Santa Monica Boulevard (north Roadway) at Beverly Glen Boulevard: Widen to provide a 69-foot roadway. Relocate traffic signal equipment.
- (13) 2.77% Santa Monica Boulevard (north roadway) at Overland Avenue: Widen to provide a 70-foot roadway. Relocate traffic signal equipment.
- (14) 3.86% Santa Monica Boulevard (north roadway) at Westwood Boulevard: Widen to provide a 70-foot roadway. Relocate traffic signal equipment.
- (15) 0.45% Santa Monica Boulevard (south roadway) between Fox Hills Drive and east of Century Park East: Remove median island. (Traffic signal work is included in No. (27).)
- (16) 3.11% Santa Monica Boulevard (south roadway) and Overland Avenue: Widen Santa Monica Boulevard to provide a 40-foot roadway. Widen the south leg of Overland Avenue to provide a 40-foot roadway. Relocate traffic signal equipment.
- (17) 1.94% Santa Monica Boulevard (south roadway) at Westwood Boulevard: Widen to provide a 40- to 42-foot roadway. Relocate traffic signal equipment.
- (18) 0.90% Century Park East at Pico Boulevard: Widen to provide a 68-foot roadway. (Traffic signal work is included in No. (23).)
- (19) 3.37% Right-of-Way for No. (3): Approximately 1,640 square feet, 70 square feet and 400 square feet of right-of-way as indicated on the more detailed description of Improvement No. 3 in Exhibit 0-2 in Council File No. 80-1250. This item is to be assigned to the owner of the right-of-way.
- (20) 3.75% Right-of-Way for No. (4): approximately 2,350 square feet of right-of-way as indicated on the more detailed description of Improvement No. 4 in Exhibit 0-2 in Council File No. 80-1250. This item is to be assigned to the owner of the right-of-way.

- (21) 15.97% Right-of-Way for Transit Stop: Ten thousand square feet of right-of-way within 400 feet of the center line of Constellation Boulevard. This item is to be assigned to the owner of the right-of-way. (See No. (28) for description of Transit Stop.)
- (22) 2.40% Pico Boulevard and Avenue of the Stars: Relocate and modernize traffic signal equipment, including interconnect.
- (23) 1.44% Pico Boulevard and Century Park East: Relocate and modernize traffic signal equipment.
- (24) 1.44% Constellation Boulevard and Avenue of the Stars: Relocate and modernize traffic signal equipment.
- (25) 0.22% Constellation Boulevard and Century Park West: Relocate traffic signal equipment.
- (26) 1.44% Century Park West and Olympic Boulevard: Relocate and modernize traffic signal equipment.
- (27) 1.28% Santa Monica Boulevard (south roadway) between Fox Hills Drive and east of Century Park East: Relocate traffic signal equipment.
- (28) 6.39% Transit Stop: A transit stop to be constructed within 400 feet of the center line of Constellation Boulevard on a lot at least 10,000 square feet in size and suitable for such transit stop use, to be operated or available for use by a municipal transit authority or agency and to be situated to promote ease in the embarkment and disembarkment of passengers. (See No. (21) for the right-of-way.)
- (29) 2.5% Century Park East at Olympic Boulevard: Widen to provide an additional 10 feet of roadway on the southbound approach. Relocate and modernize traffic signal equipment. (See No. (30) for the right-of-way.)
- (30) 7.01% Right-of-Way for No. (29): Approximately 4,390 square feet as indicated on the more detailed description of Improvement No. (29) in Exhibit 0-2 in Council File No. 80-1250.

- 2. During the first phase of development, Projects in commercially zoned areas shall conform to the applicable provisions below:
 - a. Projects may be constructed only on lots within the crosshatched areas shown on Appendix A, attached hereto, except as provided in Sections 3B2(c), 3B2(e), 3B2(f), 3B2(j), 5 and 7 of this Ordinance, and only to the extent that the Trips allocated to such a lot have not already been utilized or transferred.
 - b. Projects within the crosshatched areas shown on Appendix A may generate no more than the number of Trips set forth on Appendix B

for each lot identified thereon; provided, however, that additional Trips may be transferred to a Project Site in accordance with Sections 3B2(j) and 5 of this Ordinance, in which case the Trips generated by such Project may be increased by the number of Trips so transferred.

- c. Projects may be constructed on lots within the non-crosshatched areas shown on Appendix A only to the extent that Trips transferred to the Project Site in accordance with Sections 3B2(j) and 5 of this Ordinance, and Trips resulting from changes of use or demolition of existing buildings, have not already been utilized on such Project Site.
- d. A Project within the Buffer Area shown on Appendix A may have a Floor Area Ratio of not more than four and one-half to one. A Project within the Core Area shown on Appendix A may have a Floor Area Ratio of not more than six to one.
- e. If, on a lot anywhere within the Specific Plan Area, a building, or portion thereof, is demolished, such may be replaced with a Project on the same lot. Such Project may generate no more than the Trips generated by the previous use, the Trips, if any, allocated to the lot by this Ordinance and any Trips transferred to the lot. The replacement Trips shall not be included in the CATGP.
- f. If, on a lot anywhere within the Specific Plan Area, the use of a building, or portion thereof, is changed and the Trips generated by the building are thereby reduced, that number of Trips may be used for a Project on the same lot. Such Project may generate no more than that number of Trips, the Trips, if any, allocated to the lot by this Ordinance and any Trips transferred to the lot. The replacement Trips shall not be included in the CATGP.
- g. A Project shall be designed in a way to reasonably assure that it will not cast a shadow for more than two hours, between 8 a.m. and 8 p.m., upon any detached single-family dwelling located outside the Specific Plan Area.
- h. A Project shall be designed in a manner which adequately screens ventilation, heating and air conditioning ducts, tubes, equipment and other related appurtenances from the view of pedestrians, motorists and the occupants of adjacent buildings.
- i. The facade of any parking building shall be designed to be compatible in architectural character with its principal building and with adjacent existing office, commercial or residential buildings.
- j. Trips allocated by Section 3B2(b) of this Ordinance to lots within the crosshatched areas shown on Appendix A, or arising from demolition of any building, or portion thereof, or from a change of use of a building, or portion, thereof, decreasing the Trips generated by such building, may be transferred from any parcel within the Specific Plan Area to any other parcel within the Specific Plan Area. Such transfer

to development rights shall be made in accordance with Section 5 below.

- k. No Project shall be located so as to impede the location or construction of the Pedestrian Corridor.

C. **Second Phase of Development:** During the second phase of development, a Project in the commercially zoned areas shall be permitted only if the CATGP, including the Trips generated by such Project, does not exceed 30,516.789 Trips, and if the following requirements are met:

1. A Project Permit, including such conditions as are deemed necessary by the City Planning Commission, has been granted for such Project pursuant to the procedures set forth in Section 4 of this Ordinance. The City Planning Commission shall make the following written findings prior approving any such Permit:
 - a. Such Project conforms to all of the provisions of this Specific Plan, the West Los Angeles Community Plan and all other applicable provisions of the General Plan.
 - b. Such Project has been designed in a way to reasonably assure that it will not cast a shadow for more than two hours, between 8 a.m. and 8 p.m., upon any detached single-family dwelling located outside the Specific Plan Area.
 - c. Sufficient provisions have been made, if necessary, to assure the installation of a continuous Pedestrian Corridor in accordance with the provisions of Section 10 of this Ordinance and as shown on the Map.
 - d. Sufficient provisions have been made, if necessary, to assure the installation of Pedestrian Crossings in accordance with the provisions of Section 10 of this Ordinance and as shown on the Map.
 - e. The Project has been designed in a manner which adequately screens ventilation, heating and air conditioning ducts, tubes, equipment and other related appurtenances from the view of pedestrians, motorists and occupants of adjacent buildings.
 - f. The facade of any parking building has been designed to be compatible in architectural character with its principal building and with adjacent existing office, commercial or residential buildings.
 - g. Consideration has been given by the City Planning Commission to impacts generated by the Project on the vehicular circulation system within the Specific Plan Area and on the sections of Pico, Olympic and Santa Monica Boulevards between one mile easterly and one mile westerly of the boundaries of the Specific Plan Area, including specifically the impacts at those intersections serving the Specific Plan Area at Pico, Olympic and Santa Monica Boulevards, and that mitigation measures, if any, were given due consideration. Such consideration of impacts and mitigation measures shall include, but not be limited to, forecasts of potential traffic from: (1) all Projects

any Trips transferred to the lot. The replacement Trips shall not be included in the CATGP.

4. If on a lot anywhere within the Specific Plan Area, the use of a building, or portion thereof, is changed, and the Trips generated by the building are thereby reduced, that number of Trips may be used for a Project on the same lot. Such Project may generate no more than that number of Trips, the Trips, if any, allocated to the lot by this Ordinance and any Trips transferred to the lot. The replacement Trips shall not be included in the CATGP.
5. Trips allocated hereunder by Section 3C3 of this Ordinance to lots within the crosshatched areas shown on Appendix A, or arising from the demolition of any building, or portion thereof, or from a change of use of a building, or portion thereof, decreasing the Trips generated by such building, may be transferred from any parcel in the Specific Plan Area, to any other parcel in the Specific Plan Area. Such transfer of development rights shall be made in accordance with Section 5 of this Ordinance.

Section 4.

PROCEDURES

- A. Determinations made pursuant to Sections 3B, 4F, 5B and 10 (except as set forth in Subsection B of this Section) of this Ordinance are hereby deemed to be ministerial. Such determinations shall not be appealable.
- B. Determinations made pursuant to Section 3C, Sections 6, 7 and Section 10B9 of this Ordinance are hereby deemed to be discretionary. As set forth in section 11.5.7J of the Municipal Code: determinations pursuant to Section 3C of this ordinance shall be made by the City Planning Commission, appealable to the City Council, and determinations pursuant to Sections 6, 7E, and 10B9 of this ordinance shall be made by the Area Planning Commission, appealable to the City Council.
- C. Discretionary determinations pursuant to this Ordinance shall be appealable to the City Council, pursuant to the appeal procedures set forth.
- D. The application fee for Project Permits are set forth in Section 19.01 J of the Los Angeles Municipal Code.
- E. Adjustments to Project Permits shall be reviewed by the Director of Planning, subject to provisions set forth in Section 11.5.7E of the Municipal Code.
- F. Except as otherwise provided within this Specific Plan, the Area Planning Commission shall have initial decision-making authority to grant exceptions from the regulations of this Ordinance, appealable to the City Council.
- G. Administration
 1. The Department of City Planning shall maintain a record of the Trip allocations made pursuant to this Specific Plan, Trips or Transferred Trips utilized for Projects subsequent to the effective date of the Specific Plan, Trips arising from demolition of any building or portion thereof, Trips arising from change of use of a building or portion thereof (changing the Trips generated by such building), any transfers of Trips

between parcels within the Specific Plan Area, any transfers of Transferred Trips from the area governed by the Century City South Specific Plan to a parcel within the Specific Plan Area, any transfers of Transferred Trips between parcels within the Specific Plan Area, any allocation of Trips to specific lots resulting from a subdivision, and such other records as may be necessary or desirable to provide an accurate and up-to-date account of the Trips and Transferred Trips available for use on any lot within the Specific Plan Area. Such records shall be available for public inspection. The Department of City Planning shall upon request of any property owner within the Specific Plan Area provide a certification of the number of Trips currently available to such property owner's lot. Any change in the number of Trips or Transferred Trips available to any lot or lots shall be evidenced in recorded document in a form designed to run with the land and signed by the owner(s) of the lot or lots involved.

2. The Department of Building and Safety shall not issue building permits for any Project until the Director of Planning, or his or her designee, has certified in writing that the construction plan conforms to this Specific Plan.

Section 5.

TRANSFER OF DEVELOPMENT RIGHTS

Trips and Transferred Trips may be transferred from any lot within the Specific Plan Area to any other lot within the Specific Plan Area, subject to the following restrictions and the other applicable provisions of this Specific Plan.

- A. No Trip may be transferred if it has previously been utilized on or transferred from the transferor site; provided, however, if a building, or portion thereof, is demolished, or if the use of a building, or portion thereof, is changed, thereby reducing the Trips generated by the building, all or part of the Trips attributable to such demolition or change of use may be transferred to one or more Project Sites. Trips and Transferred Trips which have been transferred, but not utilized on the transferee site, may be transferred to any other lot within the Specific Plan Area.
- B. No such transfer may be made unless the Director of Planning certifies in writing that said transfer conforms to the requirements of this Section and Sections 2, 3B2, 3C2, 3C3, 3C4, 3C5, 6 and 7 of this Ordinance.
- C. Trips Transferred from Century City South Specific Plan Area: Transferred Trips, not to exceed 5,000 may be transferred from the area governed by the Century City South Specific Plan to any property within the Specific Plan Area. Such Transferred Trips may be utilized for any Project. Such Transferred Trips may be utilized either, for a Project only utilizing such Transferred Trips or may be utilized for a Project utilizing a combination of such Transferred Trips and Trips arising pursuant to the phasing requirements, dedication and improvement provisions, or Project Permit procedures of this Ordinance. Transferred Trips may be transferred from any parcel in the Specific Plan Area to any other parcel in the Specific Plan Area, provided that any such transfer shall be made in accordance with this Section.

- D. Any transfer of Trips or Transferred Trips, conforming to the provisions of this Ordinance, shall be evidenced by a recorded document, signed by the transferor in a form designed to run with the land and satisfactory to the City Attorney, which document restricts the Trips or Transferred Trips allocated to the Transferor site to the extent that said Trips or Transferred Trips have been transferred to another site.

Section 6.

ALTERNATIVE CALCULATIONS OF TRIP GENERATION FACTORS

If the developer of a Project, the Director of Planning or any other interested person disputes any of the Trip generation factors enumerated in the definition of CATGP in Section 2 of this Ordinance, as applied to a particular Project during the second phase of development, such person may submit a proposed alternative Trip generation factor for the Project, along with a traffic generation study prepared by a registered traffic engineer, for review by the City of Los Angeles Department of Transportation (Department of Transportation). The Department of Transportation shall review the study, report its findings to the Area Planning Commission within 30 days. The Area Planning Commission shall schedule a public hearing thereon, give notice thereof as prescribed in Sections 11.5.7 F and J of the Municipal Code, and within 45 days after such hearing approve, disapprove or conditionally approve the proposed alternative Trip generation factor as the Trip generation factor for the Project. The Commission shall notify the developer, the Director of Planning and the person submitting the alternative factor of its determination by letter, with copies thereof to the record owners of all property located within 300 feet of the exterior boundaries of the property involved, each property owner association, and each federation of such associations, representing the owners of property located within 300 feet of the Specific Plan Area and requesting the Commission to give them such notice, the Department of Transportation, the Department of Building and Safety, the Council member of the District and the City Clerk of any municipality adjoining the Specific Plan Area.

Section 7.

SHOPPING CENTER

The Shopping Center Site shall be comprised of two subareas, which shall function as a single Unified Development Site. Such a Unified Development Site shall be defined as a site having functional linkages such as pedestrian or vehicular connections, with common architectural and landscape features which constitute distinctive design elements of the development and that appears to be a consolidated whole when viewed from adjoining streets. A Unified Development Site shall not be subject to LAMC Sec. 12.21.1.A.10 or Sec. 12.22.A.23.

Subarea 1 of the Shopping Center (referred to as 10250 Santa Monica Boulevard, illustrated on Figure __) shall be comprised of shopping center uses, office uses, parking and related amenities. Subarea 2 of the Shopping Center (referred to as 1801 Avenue of the Stars and 1930 Century Park West, and illustrated on Figure __) shall be comprised of shopping center uses, residential uses, parking and related amenities. Community rooms of 2,000 square feet or less located within the Shopping Center Site shall not require Trips under the CATGP.

Subarea 1:

The following provisions shall apply to Subarea 1.

- A. Notwithstanding any provision of Sections 3B2(c) and 3C2(c) of this Ordinance to the contrary, one or more Projects on the site of the Century City Shopping Center may be permitted during the first phase of development, provided that the aggregate Trips generated by all such Projects do not exceed 4,200. Such Trips shall be included in the CATGP. Any such Project or Projects shall consist of a 3,516.059 Trip addition of Retail Commercial uses only to the existing shopping center and 683.941 Trips of any commercial development. However, no Project may contain a fast food restaurant. Said Retail Commercial Project or Projects may include office space utilized by the owner of the lot and the Retail Commercial tenants, which space is incidental to the retail uses.
- B. If any of such 4,200 Trips are transferred to any other lot within the Specific Plan Area, the document evidencing the transfer shall indicate whether or not the Trips need to be used for Retail Commercial purposes. No more than 683.941 Trips may be so transferred for other than Retail Commercial uses, except as provided in the following Subsection. Retail Commercial Trips so transferred shall be utilized at 35 Trips per 1,000 square feet of Floor Area.
- C. If any building, or portion thereof, located on said Subarea 1 is demolished, the first 3,516.059 Trips resulting therefrom may be used thereafter only for Retail Commercial uses, unless the City Council by resolution finds that the Trips resulting from such demolition are no longer needed to supply Retail Commercial space within the Specific Plan Area, in which case such Trips shall not be so restricted. The provisions of Los Angeles Municipal Code Section 11.5.7 F do not apply to any such determination.
- D. Notwithstanding any code provision to the contrary, buildings or structures located within the C2-1-VL-0 portion of said Subarea 1 may be constructed to a height of 45 feet, as measured from the floor elevation of the plaza level of the existing Century City Shopping Center. There shall be no limit on the number of stories within the C-1VL-O portion of Subarea 1, so long as the stated 45' height limit is not exceeded. In addition, buildings or structures located within the C2-1L-O portion of said Subarea 1 may be constructed to a height of 75 feet, as measured from the floor elevation of the plaza level of the existing Century City Shopping Center.
- E. The owner of Subarea 1 shall make available 15,000 square feet of improved leasable Floor Area for public purpose uses, which uses may include without limitation a United States Post Office and public library, and which uses shall be subject to approval by the Area Planning Commission.
 1. A fair and reasonable rental may be charged for said space, which rental shall not be lower than the lesser of (a) the then current market rental for similar space within the Century City Shopping Center, or (b) the owner's actual construction cost (including interest on any financing for said construction) of space actually constructed for such purposes, if any, amortized over a period of twenty years.
 2. If, within twenty-four months after the effective date of Ordinance 156122, one or more leases have not been executed for such 15,000 square feet of such improved leasable Floor Area, then the owner shall

convey to the City of Los Angeles, free of charge, Floor Area within a building, the quantity of which space shall be the difference between the number of square feet of Floor Area then leased and 15,000 square feet. However, the owner shall not be required to convey more than 3,000 square feet nor less than 1,000 square feet. Such conveyed Floor Area shall be contiguous. The owner shall thereafter not be required to make available any additional Floor Area for such leasing.

3. Neither the owner of Subarea 1 nor any other person may utilize any Floor Area constructed or otherwise made available pursuant to this Subsection for any use other than a public purpose use approved by the Area Planning Commission, except in accordance with the provision of this Ordinance.

F. Replacement Trips, resulting from the demolition or change of use of existing structures within Subarea 1 may be utilized in Subarea 1, Subarea 2 or any other parcel within the CCNSP or CCSSP areas.

G. Unutilized Floor Area or Trips existing within Subarea 1 may be utilized within Subarea 2. Such utilization of Floor Area or Trips shall be evidenced by a recorded document in a form designed to run with the land and satisfactory to the City Attorney.

H. Trips may be transferred to Subarea 1 from properties other than the Shopping Center Site. Such transferred Trips may be subsequently transferred from Subarea 1 to Subarea 2 or any other parcel within the CCNSP or CCSSP areas.

Subarea 2:

The following provisions shall apply to Subarea 2.

A. Replacement Trips, resulting from the demolition or change of use of existing structures within Subarea 2 may be utilized in Subarea 1, Subarea 2 or any other parcel within the CCNSP or CCSSP areas.

B. Unutilized Floor Area or Trips existing within Subarea 2 may be utilized within Subarea 1. Such utilization of Floor Area or Trips shall be evidenced by a recorded document in a form designed to run with the land and satisfactory to the City Attorney.

C. Trips may be transferred to Subarea 2 from properties other than the Shopping Center Site. Such transferred Trips may be subsequently transferred from Subarea 2 to Subarea 1 or any other parcel within the CCNSP or CCSSP areas.

D. Notwithstanding any code provision to the contrary, buildings or structures located within the C2-1VL-O portion of said Subarea 2 may be constructed to a height of 45 feet, as measured from the floor elevation of the plaza level of the existing Century City Shopping Center. There shall be no limit on the number of stories within the C2-1VL-O portion of Subarea 2, so long as the stated 45' height limit is not exceeded. Buildings or structures located within the C2-1L-O portion of said Subarea 2 may be constructed to a height of 75 feet, as measured from the floor elevation of the plaza level of the existing Century City Shopping Center.

There are no height limits on buildings or structures located within the C2-2-0 portion of said Subarea 2.

Section 8. PARKING MANAGEMENT

Interim parking plans, which will mitigate the effects of parking displaced by any Project, shall be submitted to the Department of Transportation prior to the issuance of a building permit for that Project.

Section 9. PARKING STRUCTURE

Notwithstanding any provision of this Ordinance or Los Angeles Municipal Code Section 12.14 to the contrary, the parcel rezoned herein from M1-1-0 to C2-2-0 may be developed by constructing, maintaining and operating thereon a parking building which complies with the requirements of the M1-1-0 Zone, which provides a setback of at least 200 feet from Century Park West and which is no longer than 335 feet above sea level. If the current proposal to construct, maintain and operate such parking building is abandoned or after construction of such structure the parcel is voluntarily redeveloped, then the parcel may be used only for the uses permitted in the C2-2-0 Zone, as further restricted or conditioned by this Ordinance, or for such uses as may be permitted in any other zone into which the property may hereafter be placed.

Section 10. PEDESTRIAN CORRIDOR

A. **Purpose:** The purpose of this Section is to set forth the plan for a continuous Pedestrian Corridor. The Map shows the general location of the Pedestrian Corridor. The Pedestrian Corridor, and the provisions hereinafter set forth to implement such Corridor, shall be applicable to all Projects and to all properties within the Specific Plan Area, as more particularly designated on the Map.

B. **Implementation:** Pedestrian Walkways and Pedestrian Crossings shall be constructed in accordance with the following:

1. Within ninety (90) days after the effective date of this Ordinance, the City Engineer, after consultation with the Director of Planning, shall commence preparation of preliminary plans for the Pedestrian Corridor showing its location, dimensions, the general location of Pedestrian Crossings and any other special features of the Corridor, and shall complete such plans in an expeditious manner. The preliminary plans shall be sufficient to guide an architect or engineer to be employed by a developer in preparation of final plans for particular components of the Corridor, so that such will harmonize and be compatible with other components of the Corridor.
2. No building or other structure shall be located so as to impede the location or construction of the Pedestrian Corridor.
3. Any Project of more than 10,000 square feet of gross Floor Area (including, but not limited to equipment rooms, staircases and parking structures), located on a lot through which a portion of the Pedestrian

Corridor passes, shall include construction of such portion of the Pedestrian Walkway on said lot. The developer of such Project shall, prior to the issuance of a building permit for the Project, dedicate or convey an easement for such portion of the Pedestrian Corridor, provide covenants or other assurances satisfactory to the City Engineer that the improvements of such portion of the Pedestrian Walkway will be completed, and demonstrate to the satisfaction of the City Engineer that any necessary substructure for any required portion of the Pedestrian Corridor is adequately provided for in the construction plan; such substructure, if necessary, shall be built by and at the expense of the developer.

4. The owner of a lot improved with a building or structure may construct that portion of the Pedestrian Corridor within the lot in accordance with the preliminary plans prepared by the City Engineer. In such cases, the owner shall dedicate or convey an easement for such portion of the Pedestrian Corridor, shall obtain a permit to construct and shall construct such portion of the Pedestrian Corridor.
5. Dedication and construction or improvements shall be assured and performed in the manner in which subdivision improvements are generally assured and constructed within the City of Los Angeles. The easement to be dedicated may consist of air or subsurface rights, reserving to the dedicator the right to utilize the area above or below the surface, provided that if the dedication is made of air rights, the dedicator shall also execute any agreements or covenants as may be necessary to protect the continued public use of the Pedestrian Corridor and the improvements therein.
6. At any time, the City Council may determine to construct all or a portion of the Pedestrian Corridor pursuant to public contract. The City may accept negotiated conveyances or dedications for the land required for such construction. The City may determine to finance the acquisition and construction of the Pedestrian Corridor or a portion thereof with any funds available to the City, or may determine to finance the same through the processes of the Improvement Act of 1911 or the Municipal Improvement Act of 1913. In the event financing is accomplished pursuant to said improvement acts, credit for the dedications made and/or improvements constructed without compensation may be given to properties making such dedications or constructing such improvements.
7. Any owner of real property through which the Pedestrian Corridor passes may, with the consent of the City, perform the necessary maintenance and repair of improvements within the Pedestrian Corridor, if the owner requires a special level of maintenance over and above the ability of the City to maintain. In such event, the owner shall execute an agreement to perform such maintenance and to indemnify and hold the City harmless from any liability because of the owner's failure to do so or negligence in performing such maintenance.
8. The Pedestrian Corridor shall conform to the following design standards:
 - a. Pedestrian Walkways and Pedestrian Crossings shall be constructed in the approximate locations designated on the Map.

- b. Pedestrian Walkways 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.
 - c. Pedestrian Crossings shall be a minimum of 8 feet wide, and if constructed over a public right-of-way shall have a vertical clearance of 17 feet from any portion of the public roadway which it crosses. An easement for any such Crossing shall be dedicated to the City of Los Angeles.
 - d. The Pedestrian Corridor shall be designed and constructed to conform to applicable handicapped person access standards.
 - e. Components of the Pedestrian Corridor shall be designed to be wholly contiguous and completely accessible to the public upon full implementation of the system.
 - 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 shall be open to the public, but there may be Private Access to the Corridor.
 - h. The use of any components of the Pedestrian Corridor by the public shall not be revoked by the owner of any building without the prior written approval of the Director of Planning and the City Engineer. Such approval shall be given only if (1) the buildings or other improvements to be served by such components have been demolished, or (2) a particular component presents a danger to public safety.
9. Any changes in the approximate location of the Pedestrian Corridor shall be subject to approval of the Area Planning Commission and the City Engineer, who shall find that any such change conforms to the spirit and intent of the Specific Plan and will provide equal or better pedestrian access and safety.

Section 11.

CHANGE OF ZONE WITHIN SPECIFIC PLAN AREA

Section 12.04 of the Los Angeles Municipal Code is hereby amended by changing the zones and zone boundaries shown upon a portion of the Zoning Map incorporated therein and made a part of Article 2, Chapter 1 of the Los Angeles Municipal Code, so that such portion of the Zoning Map shall conform to the zoning on the Map.

Section 12.

OWNER ACKNOWLEDGMENT OF LIMITATIONS

The Department of Building and Safety shall not issue building permits for any Project until such time as the owners of the subject parcel have executed and recorded a covenant, in a form designed to run with the land and satisfactory to

the City Attorney, containing the owner's acknowledgement of the contents and limitations of this Specific Plan.

Section 13.

SEVERABILITY

A. Severability Provision. If any provision of this Specific Plan or the application thereof to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other Specific Plan provisions, clauses or application thereof which can be implemented without the invalid provision, clause or application, and, to this end, the provisions and clauses of this Ordinance are declared to be severable.

B. Moratorium

1. In the event a judicial decision referred to in Subsection A of this Section invalidates this Ordinance to permit, or otherwise permits, Projects generating more Trips than those permitted to be generated pursuant to this Ordinance in either phase of development, then there shall become effective immediately a moratorium on the issuance of any applicable permit for a Project within the Specific Plan Area to the extent that such Project would generate more in those permitted pursuant to this Ordinance. Such moratorium shall be effective for a period of six (6) months each, or until the effective date of a newly enacted specific plan, whichever occurs first. Notwithstanding the foregoing, nothing contained in this Subsection shall prevent or delay Projects which would not generate more Trips than those permitted pursuant to this Ordinance.
2. The City Council, by resolution, may extend said moratorium for two (2) additional periods not to exceed three (3) months each, or until the effective date of a newly enacted specific plan, whichever occurs first.
3. The City Council, by resolution, may modify or waive the provisions of any moratorium provided for in this Subsection as to any Project if the Council finds that such Project and the method of its approval would be consistent with all valid provisions of this Specific Plan and with any such judicial decision.

Section 14.

URGENCY

This Ordinance is urgently necessary for the preservation of the public peace, health and safety and shall take effect immediately upon its publication. The following is a statement of the facts showing its urgency. The area described in Section 1 hereof is served by an already overcrowded street system. The uses and densities now permitted in said area are so much in excess of the uses and densities permitted under the proposed Century City North Specific Plan so that, if commercial development were permitted to continue pending the effective date of this Specific Plan, the purposes and provisions of this Plan would be frustrated, and conditions on the already overcrowded street system would be severely worsened. Furthermore, such development may result in significant increases in noise and air pollution which will directly affect the area and surrounding neighborhoods. The West Los Angeles Community Plan specifically cites pedestrian systems as a major objective for the Century City North Specific Plan. Large scale development in the absence of such systems may result in

serious safety hazards. For those reasons, in order to fully effectuate the purposes of this Ordinance, it is necessary that this Ordinance become immediately effective upon publication.

**APPENDIX B
TABLE OF TRIP ALLOCATIONS
TO LOTS IN CROSSHATCHED AREAS**

Century City North Specific Plan

Lot	Phase I Trip Allocation	Phase II Trip Allocation
Buffer Area		
Parcel Map L.A. No. 1483, Parcel B	574.394	363.540
Tract 26196, Portion Lot 4	38.094	24.110
Tract 26196, Lot 5	630.787	399.232
Certificate of Compliance No. 81-029 (Portion)	732.370	463.526
Parcel Map L.A. No. 3635, Parcel A (Portion)	400.358	253.391
Division of Land Map No. 18, Parcel 4B	0	156.789
Core Area		
Parcel Map Exemption No. 2122, Parcel C	2,088.043	1,141.819
Parcel Map Exemption No. 2122, Parcel D	830.688	1,609.713
Certificate of Compliance No. 81-029 (Portion)	4,235.717	2,316.247
Parcel Map L.A. No. 3784, Parcel B	2,502.760	1,368.602
Certificate of Compliance No. 81-030	3,466.819	1,895.785
Parcel Map L.A. No. 3635, Parcel A (Portion)	299.970	164.035
TOTAL	15,800.00	10,156.789

DRAFT DEVELOPMENT AGREEMENT ORDINANCE

ORDINANCE NO. _____

An ordinance authorizing the execution of the development agreement by and between the City of Los Angeles and Westfield, LLC relating to real property in the Century City community of the City of Los Angeles at 10250 Santa Monica Boulevard; 1801 Avenue of the Stars and 1930 Century Park West, Los Angeles, California.

WHEREAS, the City Planning Commission on _____, approved and recommended that the City Council approve the development agreement which is attached to Council File No. _____ by and between the City of Los Angeles and Westfield, LLC, 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 Sections 65864, et seq., the City Planning Commission has transmitted its findings and recommendations; and

WHEREAS, the development agreement which is attached to Council File No. _____ is in the public interest and is consistent with the City's General Plan including the West Los Angeles Community Plan, the Century City North Specific Plan and the West Los Angeles Transportation Improvement and Mitigation Specific Plan; and

WHEREAS, the City Council has reviewed and considered the development agreement which is attached to the Council File No. _____ 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 and determines that the development permitted by the approvals to which this Development Agreement relates were analyzed in Environmental Impact Report No. 2006061096 (the “EIR”), which was certified as being prepared in compliance with the California Environmental Quality Act (“CEQA”), and which was processed under provisions of CEQA and City and State CEQA Guidelines. The EIR and findings constitute the environmental clearance for this ordinance.

Section 2. The City Council finds, with respect to the development agreement which is attached to Council File No. _____, that:

(a) It is consistent with the City’s General Plan and with the objectives, policies and programs specified in the West Los Angeles Community Plan, a portion of the City’s General Plan, the Century City North Specific Plan and the West Los Angeles Transportation Improvement and Mitigation Specific Plan. Specifically, the development agreement encourages construction of a project which will promote the future vitality of the shopping center and enhance Century City as a walkable community by providing options to live, play, work and shop within an area designated as a Regional Center and targeted for future growth;

(b) The intensity, building height and use set forth in the development agreement are permitted by or are consistent with the Century City North Specific Plan and the West Los Angeles Transportation Improvement and Mitigation Specific Plan;

(c) It will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project which is desirable and beneficial to the public. Furthermore, the development agreement specifically permits application to the project of rules and regulations under City Municipal Code Section 91.0101 to 98.0606 relating to public health and safety;

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

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

DRAFT
DEVELOPMENT AGREEMENT
by and between
THE CITY OF LOS ANGELES
and
WESTFIELD, LLC.

dated as of
[January 2009]

Updated Draft Submitted to City of Los Angeles
December 1, 2008

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	Page
1. DEFINITIONS.....	2
1.1 "Adoption Date"	2
1.2 "Agreement"	2
1.3 "Applicable Rules"	2
1.4 "Assignment Agreement"	2
1.5 "CEQA"	2
1.6 "City"	2
1.7 "City Agency"	2
1.8 "City Council"	2
1.9 "Conditions of Approval"	2
1.10 "Development Agreement Act"	2
1.11 "Discretionary Action"	3
1.12 "Effective Date"	3
1.13 "Fees"	3
1.14 "FEIR"	3
1.15 "General Plan"	3
1.16 "Impact Fees"	3
1.17 "Ministerial Permits and Approvals"	3
1.18 "Mitigation Measures"	3
1.19 "Parties"	3
1.20 "Party"	3
1.21 "Planning Commission"	4
1.22 "Planning Director"	4
1.23 "Processing Fees"	4
1.24 "Project"	4
1.25 "Project Approvals"	4
1.26 "Property"	4
1.27 "Property Owner"	4
1.28 "Reserved Powers"	4
1.29 "Streetscape Plan"	5
1.30 "Term"	5
1.31 "Transferee"	5
1.32 "Uniform Codes"	5
2. RECITALS OF PREMISES, PURPOSE AND INTENT.	5
2.1 State Enabling Statute	5
2.2 City Procedures and Actions.....	6

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

2.2.1	City Planning Commission Action	6
2.2.2	City Council Action	6
2.3	Purpose of this Agreement	6
2.3.1	Public Benefits	6
2.3.2	Property Owner Objectives.....	7
2.3.3	Mutual Objectives	7
2.4	Applicability of the Agreement	7
3. AGREEMENT AND ASSURANCES.....		8
3.1	Agreement and Assurance on the Part of Property Owner	8
3.1.1	Project Development.....	8
3.1.2	Timing of Development.....	8
3.1.3	Additional Obligations of Property Owner as Consideration for this Agreement.....	8
3.2	Agreement and Assurances on the Part of the City	9
3.2.1	Entitlement to Develop	9
3.2.2	Consistency in Applicable Rules	9
3.2.3	Changes in Applicable Rules	9
3.2.4	Subsequent Development Review	10
3.2.5	Environmental Equivalency.....	10
3.2.6	Effective Development Standards.....	11
3.2.7	Interim Use.....	11
3.2.8	Moratoria or Interim Control Ordinances	11
3.2.9	Infrastructure Financing.....	11
3.2.10	Impact Fees	12
3.2.11	Processing Fees.....	12
3.2.12	Timeframes and Staffing for Processing and Review.....	12
4. ANNUAL REVIEW.....		12
4.1	Annual Review.....	12
4.2	Pre-Determination Procedure.....	12
4.3	Director's Determination	12
4.4	Appeal By Property Owner.....	13
4.5	Period To Cure Non-Compliance	13
4.6	Failure To Cure Non-Compliance Procedure	13
4.7	Termination Or Modification Of Agreement.....	14
4.8	Reimbursement Of Costs	14
5. DEFAULT PROVISIONS		14
5.1	Default By Property Owner	14
5.1.1	Default.....	14
5.1.2	Notice of Default.....	14
5.1.3	Failure to Cure Default Procedures.....	14

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

5.1.4	Termination or Modification of Agreement	15
5.2	Default By The City.....	15
5.2.1	Default.....	15
5.2.2	Notice of Default.....	15
5.3	No Monetary Damages	15
6.	GENERAL PROVISIONS.....	15
6.1	Effective Date	15
6.2	Term.....	15
6.3	Appeals To City Council	16
6.4	Enforced Delay; Extension Of Time Of Performance.....	16
6.5	Dispute Resolution.....	16
6.5.1	Dispute Resolution Proceedings	16
6.5.2	Arbitration.....	17
6.5.3	Arbitration Procedures	17
6.5.4	Extension Of Term.....	17
6.6	Legal Action.....	17
6.7	Applicable Law.....	17
6.8	Amendments	17
6.9	Assignment	17
6.9.1	Conditions for Assignment	18
6.9.2	Liability Upon Assignment.....	18
6.10	Covenants.....	18
6.11	Cooperation And Implementation.....	19
6.11.1	Processing	19
6.11.2	Other Governmental Permits	19
6.11.3	Cooperation In The Event Of Legal Challenge	19
6.12	Relationship Of The Parties.....	19
6.13	Hold Harmless and Insurance	19
6.13.1	Hold Harmless	19
6.13.2	Insurance.....	20
6.14	Extension of Time for All Project Approvals Including Tentative Maps.....	20
6.14.1	Tentative Map	20
6.14.2	Project Approvals.....	20
6.15	Notices	20
6.16	Recordation.....	21
6.17	Constructive Notice And Acceptance.....	21
6.18	Successors And Assignees	21
6.19	Severability	21
6.20	Time Of The Essence.....	21
6.21	Waiver.....	21
6.22	No Third Party Beneficiaries	21
6.23	Entire Agreement.....	21
6.24	Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index	21

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

6.25	Discretion to Encumber	22
6.26	Expedited Processing	22
6.27	Entitlement to Written Notice of Default.....	22
6.28	Counterparts.....	22

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this _____ day of [January], 2009, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and Westfield U.S. Holdings, LLC, a Delaware limited liability company ("Westfield" or the "Property Owner"), 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 Westfield recognize that the further development upon Westfield's property, located at 10250 Santa Monica Boulevard; 1801 Avenue of the Stars and 1930 Century Park West, in the City of Los Angeles (the "Property"), will contribute significantly to the economy of the City of Los Angeles, the Southern California region and California generally; and

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

WHEREAS, Westfield will implement public benefits above and beyond the necessary mitigation for the project, including committing to Silver LEED standards for the new construction; contributing to the Greening of Century City with funding for a Recreation Path along Century Park West, supporting the establishment of a Transportation Management Organization for Century City to enhance and better utilize existing transportation and transit opportunities, designing for a future connection to future transit lines, and other Public Benefits as set forth below; and

WHEREAS, this Agreement is necessary to assure the Property Owner 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; and

WHEREAS, revitalization of Westfield Century City Shopping Center and development of the new anchor store, additional small shops, residential building and office space within the Property will complete this mixed-use world-class development known as The New Century Plan, providing much-needed housing in immediate adjacency to jobs, entertainment and mass transit; and

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

AGREEMENT

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

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

1. DEFINITIONS.

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

1.1 "Adoption Date" is the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by the Property Owner and the City Clerk of the City of Los Angeles pursuant to Section 6.1.

1.2 "Agreement" means this Development Agreement No. ___ and all amendments and modifications thereto.

1.3 "Applicable Rules" means the rules, regulations, ordinances and officially adopted policies of the City in force as of the Adoption 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, except as otherwise specified with regard to the Greening of Century City proposal.

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

1.5 "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.).

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

1.7 "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.

1.8 "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).

1.9 "Conditions of Approval" means the Conditions of Approval for the Project, including those contained in Vesting Tentative Tract Map No. 65059 and in CPC 2006-1913-SP-SPP-SPR-CUB-ZAD-DA, approved by the City Planning Commission at their hearing held on November 13, 2008 and by the City Council on _____, and attached hereto as Exhibit __, Conditions of Approval. [Exhibit to be included in Final Agreement.]

1.10 "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.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

1.11 “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.

1.12 “Effective Date” is the date on which the Project Approvals become effective following the acceptance by Property Owner of the conditions of such Project Approvals, as evidenced by Property Owner’s recordation of necessary Covenants and other documents required by the City to accept such conditions.

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

1.14 “FEIR” means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2006061096, certified by the City in accordance with the requirements of CEQA.

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

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

1.17 “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Property Owner to implement, develop and construct the Project and the Mitigation Measures, including without limitation, 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.

1.18 “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 __, Mitigation Monitoring Program. [Exhibit to be included in Final Agreement.]

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

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

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

1.21 “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).

1.22 “Planning Director” means the Planning Director for the City.

1.23 “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 Impact Fees 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. 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.

1.24 “Project” means development within the City on the Property as described in the Final Environmental Impact Report, including, but not limited to, construction of residential dwelling units, shopping center uses, office uses, parking facilities, open space and related amenities, as described in the Project Approvals.

1.25 “Project Approvals” means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date and not rescinded or superseded by City action taken on or before the Effective Date. Project Approvals include, but are not limited to, certification of the Final EIR, approval of the Amendment to the Century City North Specific Plan, Site Plan Review, Project Permit Compliance Review, Conditional Use Permit, Zoning Administrator Determination for Shared Parking, Commercial Corner Findings, and Vesting Tentative Map, all as adopted by the City and as amended on or before the Effective Date. The Project Approvals are listed in Exhibit __, Project Approvals. [Exhibit to be included in Final Agreement.] Project Approvals also include subsequent discretionary actions which are necessary for implementation of the Project, including but not limited to Mello-Roos CFD’s.

1.26 “Property” means the real property owned by Property Owner as described in Exhibit __. [Legal Description included in Application.]

1.27 “Property Owner” means Westfield U.S. Holdings, LLC, a Delaware limited liability company (“Westfield”), or its successors and assignees as described in Section 6.9. Each of the owners of the three parcels which currently comprise the Property are controlled by Westfield including 1801 Avenue of the Stars by the 1801 Avenue of the Stars Limited Partnership, a Delaware limited partnership; 1930 Century Park West by CC Building LP, a Delaware limited partnership; and the Shopping Center by Century City Mall, LLC, a Delaware limited liability company.

1.28 “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.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

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

1.29 "Streetscape Plan" means the proposed Greening of Century City Streetscape Plan which is under preparation by the Department of City Planning. The most current draft of the Streetscape Plan is contained in the Exhibits hereto. [Exhibit to be included in Final Agreement]

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

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

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

2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

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

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

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

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

2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held duly noticed public hearings on November 13, 2008 and recommended approval of this Agreement.

2.2.2 City Council Action. The City Council on _____, 2009, after conducting a duly-noticed public hearing, adopted Ordinance No. _____, to become effective on the thirty-first day after publication, 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 (as amended in connection with the Project Approvals), 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: committing to Silver LEED standards for the new construction, including the new residential building and the core and shell for the new Shopping Center construction; contributing to the implementation of the Greening of Century City Streetscape Plan with funding for a Recreation Path along Century Park West; supporting the establishment of a Transportation Management Organization for Century City to enhance and better utilize existing transportation and transit opportunities; designing for a future connection to future transit lines; providing new jobs and housing in immediate adjacency to employment; providing a community room in the New Century Plan; incorporating office space and enhanced public gathering spaces within an expanded world class shopping center; and continued support for the Century City Business Improvement District.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

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

2.3.3 Mutual Objectives. Development of the Project in accordance with this 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, to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation: increased tax revenues, installation of on-site and off-site improvements, and creation and retention of jobs. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Property Owner will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

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

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Property Owner. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Property Owner hereby agrees as follows:

3.1.1 Project Development. Property Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals.

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

3.1.3 Additional Obligations of Property Owner as Consideration for this Agreement.

The public benefits shall be provided in the schedule set forth in Exhibit B. In addition to the obligations identified in Section 3.1.1, the development assurances provided by this Agreement and the resulting construction of the Project will result in the following:

1. ***Create a community-based, livable, walkable and diverse mixed-use development district.***
2. ***Strengthen Century City's competitive position as a hub for regional commerce and activity by offering an integration of superior services and amenities.***
3. ***The creation of short-term and long-term jobs in the City, as a result of the Project construction and operation.***

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

3.2 Agreement and Assurances on the Part of the City. In consideration for Property Owner entering into this Agreement, and as an inducement for Property Owner to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, the City hereby agrees as follows:

3.2.1 Entitlement to Develop. Property Owner has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Property Owner's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Property Owner may locate that portion of the Project at any other location of the Property, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

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

3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, 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, Property Owner may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

3.2.3.2. Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes. The design and construction requirements for an individual action under the Project shall be governed by the Uniform Codes then in effect

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

at the time such action is submitted for review and approval, except as otherwise specifically provided in the Project Approvals.

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

3.2.4 Subsequent Development Review. The City shall not require Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules, the Reserved Powers and/or the Project Approvals. However, any subsequent Discretionary Action initiated by Property Owner which substantially changes the entitlements allowed under the Project Approvals, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. Unless amended to provide otherwise, this Agreement shall not apply to any such subsequently approved Discretionary Actions. The Parties agree and acknowledge that the FEIR analyzes all reasonably foreseeable environmental consequences of the Project. 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.

3.2.4.1. Project Construction Beyond FEIR Buildout Year. The Parties agree and acknowledge that the FEIR describes phased construction of the Project and that economic conditions may influence the ability of Property Owner to complete construction of all of the Project's phases in the earliest buildout year contemplated by the FEIR, which is 2012, or the latest buildout year, which is 2014. Such economic conditions, however, may also result in delays of other Related Projects as analyzed in the FEIR, which may reduce cumulative impacts of the Project. As set forth in Section 3.1.2 above, the timing of development is the right of Property Owner within the exercise of its sole and subjective business judgment. In the event that Property Owner seeks to obtain building permits for construction activities of the Project at a time subsequent to the buildout years of the FEIR, the City shall evaluate whether additional environmental review is required by CEQA and shall conduct such review as it deems necessary in compliance with CEQA.

3.2.5 Environmental Equivalency. To the extent permitted by law, to the extent Property Owner cannot complete a Mitigation Measure or Condition of Approval as required in the Project Approvals, or otherwise, then, provided that (i) the City elects not to undertake such actions as would enable Property Owner to complete the mitigation or Condition of Approval (such as, acquiring a right-of-way) or to require Property Owner to complete such

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

Mitigation Measure or Condition of Approval, and (ii) that such Mitigation Measure or Condition of Approval is not required for the Project to operate, Property Owner shall be allowed to complete the Project without performing such infeasible Mitigation Measure and/or Condition of Approval so long as Property Owner pays to the City the mutually-agreed-upon cost that Property Owner would have paid to complete such Mitigation Measure or Condition of Approval, unless the City specifies another substituted measure which (A) accomplishes environmentally equivalent goals, (B) has a nexus to the Project impacts, and (C) does not exceed the cost agreed to by the parties for the replaced Mitigation Measure or Condition of Approval, in which case Property Owner shall complete or cause to be completed such substituted Mitigation Measure and/or Condition of Approval.

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

3.2.7 **Interim Use.** The City agrees that Property Owner 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 or pursuant to any approvals, permits, or other entitlements previously granted and in effect as of the Effective Date.

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

3.2.9 **Infrastructure Financing.** If Property Owner undertakes infrastructure financing, such as Mello-Roos or community facilities districts, the City will cooperate fully in such endeavors and will process any related applications as expeditiously as possible.

3.2.9.1. **Special Taxes and Assessments.** Property Owner shall not be obligated, however, to support infrastructure financing undertaken by the City or others, with the exception of the Century City Business Improvement District as set forth in section 3.2.9.2. below. Property Owner shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all special taxes, assessments, levies, charges and/or fees imposed with respect to any assessment districts, Mello-Roos or community facilities districts, maintenance districts or other similar districts.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

3.2.9.2. Century City Business Improvement District. Property Owner assisted in the formation of this Business Improvement District and voted for its formation. Property Owner shall continue to support this Business Improvement District and the continuation of its effectiveness throughout the Term of this Agreement.

3.2.10 Impact Fees. Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in force and effect as of the Effective Date. Impact Fees imposed by the City on the Project may not be increased in amount. The installation of improvements identified in the Mitigation Measures and/or the Conditions of Approval implemented in connection with the Project shall be accepted by the City in lieu of otherwise applicable Impact Fees. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.11 Processing Fees. Property Owner shall pay all Processing Fees for Ministerial Permits and Approvals.

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

4. ANNUAL REVIEW.

4.1 Annual Review. During the Term of this Agreement, the City shall review annually Property Owner's good faith compliance with this Agreement. Such 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 shall have the burden of demonstrating such good faith compliance.

4.2 Pre-Determination Procedure. Property Owner's submission of compliance with this Agreement, in a form which the Director of Planning may reasonably establish, shall be made in writing and transmitted to the Director of Planning not later than ninety (90) days prior to the yearly anniversary of the Effective Date.

4.3 Director's Determination. On or before the yearly anniversary of the Effective Date of the Agreement, the Director of Planning shall make a determination regarding whether or not Property Owner has complied in good faith with the provisions and conditions of this Agreement. Prior to making the first annual determination of compliance, the Director of Planning shall host a public information meeting regarding compliance with this Agreement including compliance with the Project Approvals. In subsequent years, the Director shall hold a

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

public information meeting if there is evidence of noncompliance with the Project Approvals. The determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Property Owner in the manner prescribed in Section 6.15.

4.4 **Appeal By Property Owner.** In the event the Director of Planning makes a finding and determination of non-compliance, Property Owner 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 Property Owner has complied in good faith with the provisions and conditions of this Agreement. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity.

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, on appeal, that Property Owner 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 6.3, shall submit to Property Owner, by registered or certified mail, return receipt requested, a written notice of non-compliance in the manner prescribed in Section 6.15, stating with specificity those obligations of Property Owner which have not been performed. Upon receipt of the notice of non-compliance, Property Owner 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 one hundred and twenty (120) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, provided that Property Owner shall continuously and diligently pursue such remedy at all times until such item of non-compliance is cured.

4.6 **Failure To Cure Non-Compliance Procedure.** If the Director of Planning finds and determines that Property Owner, or its successors, transferees, and/or assignees, as the case may be, has not cured or commenced to cure 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 Director of Planning shall make a report to the Planning Commission. The Director of Planning 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 Property Owner, or its successors, transferees, and/or assignees, as the case may be, has not brought the Project into compliance pursuant to this Section, and 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 6.3 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).

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

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 6.3. 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 6.3.

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

5. DEFAULT PROVISIONS

5.1 Default By Property Owner.

5.1.1 Default. In the event Property Owner does not perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided by this Agreement which shall include compelling the specific performance of the obligations of Property Owner under this Agreement, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 5.1.2 hereof.

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

5.1.3 Failure to Cure Default Procedures. If after the cure period has elapsed, the Director of Planning finds and determines that Property Owner, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the 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 Property Owner, or its successors, transferees and/or assigns, as the case may be, has not cured such default pursuant to this Section, and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Property Owner and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

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, after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

5.2 Default By The City.

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

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

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

6. GENERAL PROVISIONS.

6.1 Effective Date. This Agreement shall be effective as set forth in Section 1.12 above.

6.2 Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of 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 *This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.*

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 litigation relating to Project Approvals.

6.3 Appeals To City Council. Where an appeal by Property Owner 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 Property Owner, 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 within eighty (80) days after such mailing, or within such additional period as may be agreed upon by the Property Owner and the City Council. The failure of the City Council to act within eighty (80) days shall be deemed to be an approval of the appeal.

6.4 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 is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner or, if not dismissed within ninety (90) days, by any third parties against Property Owner. 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.

6.5 Dispute Resolution.

6.5.1 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.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

6.5.2 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.

6.5.3 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure 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.

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

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

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

6.8 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. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent discretionary action or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals, shall require notice and public hearing before the parties may execute an amendment thereto.

6.9 Assignment. The Property, as well as the rights and obligations of Property Owner under this Agreement, may be transferred or assigned in whole or in part by Property

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

Owner without the consent of the City, except as set forth in Section 6.9.1 and 6.9.2. Upon such assignment the assignor shall be released from the obligations so assigned.

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

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

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

6.9.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each Transferee of any portion of the Development Agreement Property shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations and shall have the rights of a "Property Owner" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the transferring Property Owner, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of any Transferee to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached with regards to that specific Transferee, and an election to terminate this Agreement as provided for in Section 5.1 hereof, as it relates to that Transferee's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

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

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

6.11 Cooperation And Implementation.

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

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

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

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

6.13 Hold Harmless and Insurance.

6.13.1 Hold Harmless. Property Owner hereby agrees to and shall indemnify, save, hold harmless and, if requested by the City, defend the City in any action brought by a third party (i) challenging the validity of this Agreement or (ii) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

this Agreement. Nothing in this Section shall be construed to mean that Property Owner shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, negligent failure to act, or intentional acts on the part of the City. City agrees that it shall fully cooperate with Property Owner in the defense of any matter in which Property Owner is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

6.13.2 Insurance. Without limiting its obligation to hold the City harmless, Property Owner shall provide and maintain at its own expense, during the Term of this Agreement, a mutually agreed-upon program of insurance concerning its operations hereunder.

6.14 Extension of Time for All Project Approvals Including Tentative Maps.

6.14.1 Tentative Map. Pursuant to California Government Code Section 66452.6(a), the duration of tentative maps approved in relationship to this Project, including the Tentative Tract Map, shall automatically be extended for the Term of this Agreement.

6.14.2 Project Approvals. The duration of all Project Approvals shall automatically be extended for the Term of this Agreement.

6.15 Notices. Any notice or communication required hereunder between the City or Property Owner must be in writing, and shall be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City:

with copies to:

If to Property Owner:

Westfield, LLC.
Attention: General Counsel
with copies to Head of Development, LA Region
11601 Wilshire Boulevard
Los Angeles, CA 90025

with copies to

Latham & Watkins LLP
Attention: Lucinda Starrett
with copies to Records Department
355 South Grand Avenue
Los Angeles, CA 90071

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

6.16 Recordation. As provided in Government Code Section 65868.5, the City Clerk of Los Angeles shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the effective date. Property Owner shall provide the City Clerk with the fees for such recording prior to or at the time of such recording.

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

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

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

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

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

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

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

6.24 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. *This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.*

The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.25 Discretion to Encumber. This Agreement shall not prevent or limit Property Owner in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or its improvements.

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

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

6.28 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 ___ pages and _____ () Exhibits.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both 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

APPROVED AS TO FORM:

By: _____

By: _____

DATE:

DATE:

ATTEST:
[City Clerk]

By: _____

DATE:

WESTFIELD, LLC.

APPROVED AS TO FORM:

By: _____

Name:
Title:

By: _____

By: _____

Name:
Title:

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

**1801 AVENUE OF THE STARS LIMITED
PARTNERSHIP, a Delaware limited
partnership**

**By: Avenue of the Stars LLC, a Delaware
limited liability company, its general
partner**

**By: Westfield America Limited
Partnership, a Delaware limited
partnership, its sole member
By: Westfield U.S. Holdings, LLC, a
Delaware limited liability
company, its general partner**

By: _____

Name:

Title:

**CC BUILDING LP, a Delaware limited
partnership**

**By: CC Building GP LLC, a Delaware limited
liability company, its general partner**

**By: Westfield America Limited
Partnership, a Delaware limited
partnership, its sole member**

**By: Westfield U.S. Holdings, LLC, a
Delaware limited liability
company, its general partner**

By: _____

Name:

Title:

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

**CENTURY CITY MALL, LLC, a Delaware
limited liability company**

**By: UC Century Genpar, LLC, a Delaware
limited liability company, its managing
member**

**By: Westfield America Limited
Partnership, a Delaware limited
partnership, its sole member**

**By: Westfield U.S. Holdings, LLC, a
Delaware limited liability
company, its general partner**

By: _____

Name:

Title:

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

Exhibit A:
Public Benefits of the New Century Plan

1. Sustainable Development in Los Angeles

- The New Century Plan is the type of urban infill, mixed-use development encouraged by the City and the State to reduce the length and need for car trips and make it easier for people to walk, bike and use mass transit.
- Westfield has committed to meet Silver LEED standards for both the new residential building and the core and shell for new Shopping Center construction.
- Westfield has purchased two older existing buildings which will be demolished and replaced with new construction that requires water conservation and reuse, energy efficiency, use of solar energy, recycling of construction waste, and other sustainable features.
- Solar panels will be installed on the rooftops of new buildings, allowing for energy generation on-site that can be used by the Project.
- The New Century Plan's residential building will be constructed with dual or purple piping, which will allow Westfield to use recycled water for irrigation as soon as permitted by the City.
- Westfield has committed to using advanced, weather-sensitive irrigation technology that automatically shuts off based on weather conditions, to reduce water consumption.
- All restrooms will include no-flush or waterless urinals, and high-efficiency toilets and water faucets.
- The residential building's windows will be installed with high performance glazing to reduce the Project's heating and cooling loads.
- Westfield will perform energy efficiency audits to ensure that the Project's lighting, mechanical, heating, cooling, ventilation and other energy and water-consuming systems are operating at their designed levels of efficiency.
- Westfield will divert 75 percent of the New Century Plan's construction and demolition debris from landfills through measures such as recycling and reuse.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

2. Increasing Open Space, Green Streetscapes and Recreation Path

- Open space is increased by relocating the interior anchor store to the corner, allowing the Center to be opened up with wider pedestrian promenades and larger open spaces.
- Westfield has also committed to provide a community room in the New Century Plan, which is estimated at a cost to Westfield of over \$500,000.

Westfield has played a leadership role in the proposed Greening of Century City Plan, including:

- organizing the design of the Plan and coordinating support from other property owners
- funding consultants to work under the direction of the City on implementation of streetscape standards
- incorporating Greening Streetscape principles into Westfield's own street frontages on:
 - Avenue of the Stars
 - Santa Monica Boulevard
 - Century Park West
 - Constellation Boulevard
- contributing \$1,500,000 to the cost of construction for the Century Park West Recreation Path proposed in the Streetscape Plan.

3. Transportation Initiatives

- Westfield's commitment to demolishing two office buildings as part of the Project will reduce morning peak hour traffic
- Though no new evening or weekend impacts are created during the first four phases of the Project, the final phase of 106,523 square feet of office and 19,000 square feet of retail will create significant traffic impacts that are mitigated through physical improvements and through Transportation Demand Management measures at the Project and Shopping Center.
- In addition Westfield is supporting the creation of a Transportation Management Organization (TMO) for Century City, which will also assist in enhancing access to transportation alternatives to the automobile and improved access to transit services. Westfield's efforts will ensure that, in cooperation with the City, the Century City Chamber of Commerce and other stakeholders, the TMO is established for at least 5 years following the approval of the Project. Thereafter, the TMO is likely to become affiliated with the Century City Business

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

Improvement District, which Westfield has helped to initiate and will continue to fund throughout the Term of the Development Agreement.

- Westfield's support for the TMO's creation has included the funding of detailed surveys in Century City of building owners, businesses which occupy space in Century City buildings, and employees.
- In order to enhance connections to existing and proposed mass-transit systems, the Project has designed the new construction at 1801 Avenue of the Stars to be able to connect to a future Metro subway station. The Project has reserved areas which could be used in the future for elevators and escalators and a street-level portal/ticketing area, and a knock-out panel(s) has been designed within the building's parking garage foundation near the corner of Santa Monica Boulevard and Avenue of the Stars to provide access to a potential future Metro subway station. This subway portal location would allow direct access to both the street level and to the Century City North Specific Plan Pedestrian Corridor (located within the Westfield Century City Shopping Center plaza).

4. Economic Investment in Los Angeles

According to the "Economic and Fiscal Impacts of the Westfield Century City Project" study submitted to the Department of City Planning on August 27, 2008, the Project will result in:

- an approximately \$850 million investment in the City
- approximately 10,791 new construction and development jobs
- approximately 14,706 total new jobs, from both construction and operation of the Project
- approximately \$19.6 million in tax revenue to the City each year, or approximately \$17.4 million in net tax revenue to the City each year after subtracting the City's costs of providing services to the Shopping Center

The New Century Plan will also provide:

- housing in proximity to jobs, public transit, shops, restaurants, and entertainment uses, thereby meeting market demand for housing and supporting the existing and future range of services provided at the Shopping Center, and the economic future of the area
- office space as part of a mixed-use project, thus adding jobs near housing
- enhanced public and private open space areas to serve the recreational, environmental, and health needs of the community, and transform the Shopping Center into a community gathering space

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

- an expanded world class shopping center

5. **Support for Business Improvement District**

- Westfield has assisted in the formation of the Century City Business Improvement District and voted for its formation. Westfield will continue to support this Business Improvement District and the continuation of its effectiveness throughout the Term of the Development Agreement.
- Westfield volunteered to upgrade the plant material and maintain the landscaping within the Santa Monica Boulevard median in front of the Shopping Center, after the Santa Monica Boulevard Transit Parkway construction was completed.

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.

**Exhibit B:
Cost and Schedule of Public Benefits**

Item	Cost	Timing	Total
Contribution to Mayor's Housing Trust Fund		\$770,000 - Prior to obtaining residential building permit	\$770,000
Greening of Century City – Century Park West Linear Park	\$250,000	\$1,500,000 - Prior to obtaining residential building permit	\$1,750,000
New Pedestrian Connections at Century Park West and Santa Monica		\$500,000 – In connection with obtaining residential building permit	\$500,000
Traffic Light at Century Park West and Century Woods Driveway		\$250,000 (approximate cost of signal) - Prior to first building permit	\$250,000
Community Room		\$500,000 (in kind) – When additions to existing Shopping Center are constructed	\$500,000 (in kind)
TDM / TMO Commitments	\$875,000 (includes \$250,000 for Holiday Shuttle; \$250,000 for on-site TDM; \$375,000 for TMO Formation and Operation)	\$1,200,000 – Over next 5 years (includes \$625,000 for Holiday Shuttle; \$250,000 for On-site TDM; and \$325,000 for TMO Formation and Operation)	\$2,075,000
<u>TOTAL</u>			\$5,845,000

This document is a draft and is not intended to create any binding obligations. Any agreement shall be reflected in a written document signed by both parties.