



DEPARTMENT OF CITY PLANNING

RECOMMENDATION REPORT

City Planning Commission

Date: September 27, 2018

Time: After 8:30 A.M.

Place: Van Nuys City Hall
Council Chamber, 2nd Floor
14410 Sylvan Street
Van Nuys, CA 91401

Public Hearing Completed: June 27, 2018

Appeal Status: Not Appealable to City Council

Case No.: CPC-2016-3880-DA

CEQA No.: ENV-2016-1463-EIR
SCH No. 2017011045

Incidental Cases: CPC-2016-1462-GPA-ZC-
HD-CU-SPR; VTT-74399-
CN

Related Cases: None

Council No.: 11 – Mike Bonin

Plan Area: West Los Angeles

Specific Plan: West LA TIMP

Certified NC: West Los Angeles Sawtelle

Applicant: Edward W. Cook III,
Westside Campus, LLC

Representative: Marcos D. Velayos, Park &
Velayos, LLP

PROJECT LOCATION: 11355 and 11377 Olympic Boulevard

PROPOSED PROJECT: Development Agreement for the provision of community benefits with a combined value of \$225,000 in exchange for a proposed term of 15 years.

REQUESTED ACTIONS: **ENV-2016-1463-EIR**

1. Pursuant to CEQA Guidelines Sections 15162 and 15164, in consideration of the whole of the administrative record, that the project was assessed in the previously **Certified Environmental Impact Report** No. ENV-2016-1463-EIR, certified on June 27, 2018, and no subsequent EIR, negative declaration, or addendum is required for approval of the project;

CPC-2016-3880-DA

- 1) Pursuant to California Government Code Sections 65864-65869.5, a Development Agreement between the Developer and the City of Los Angeles, for a term of 15 years.

RECOMMENDED ACTIONS:


ENV-2016-1463-EIR

1. **Find**, based on the independent judgment of the decision-maker, after consideration of the whole of the administrative record, the project was assessed in the previously certified Trident Center Modernization Project Environmental Impact Report (EIR), which includes the Draft EIR, No. ENV-2016-1463-EIR (SCH No. 22017011045), dated December 21, 2017, the Final EIR, dated June 15, 2018; and pursuant to CEQA Guidelines, Sections 15162 and 15164, no subsequent EIR or addendum is required for approval of the Project.

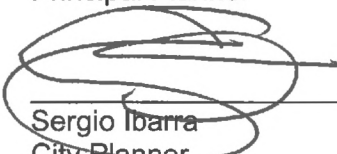
CPC-2016-3880-DA

2. **Recommend** that the City Planning Commission **Recommend** that the City Council enter into the 'Trident Center Modernization Project Development Agreement', pursuant to California Government Code Sections 65864-65869.5, by the Developer and the City of Los Angeles, subject to the terms and recommendations as Exhibit 'A', for a term of approximately 15 years;
3. 23. **Recommend** that the City Council **Adopt** an ordinance, attached as Exhibit B, and subject to review by the City Attorney as to form and legality, authorizing the execution of the subject Development Agreement; and,
4. **Recommend** that the City Council **Adopt** the attached Findings as the City Council's Findings of Approval.
5. **Advise** the Applicant that, pursuant to California State Public 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.


VINCENT P. BERTONI, AICP
Director of Planning

FOZ


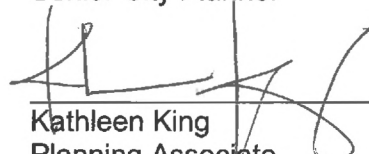
Charles J. Rausch, Jr.
Principal Planner



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Kathleen King
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(213) 847-3746

ADVICE TO PUBLIC: *The exact time this report will be considered during the meeting is uncertain since there may be several other items on the agenda. Written communications may be mailed to the *Commission Secretariat, 200 North Spring Street, Room 272, Los Angeles, CA 90012* (Phone No. 213-978-1300). While all written communications are given to the Commission for consideration, the initial packets are sent out the week prior to the Commission's meeting date. If you challenge these agenda items in court, you may be limited to raising only those issues you or someone else raised at the public hearing agendized herein, or in written correspondence on these matters delivered to this agency at or prior to the public hearing. As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability, and upon request, will provide reasonable accommodation to ensure equal access to this programs, services and activities. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or other services may be provided upon request. To ensure availability of services, please make your request not later than three working days (72 hours) prior to the meeting by calling the Commission Secretariat at (213) 978-1300.

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Trident Center Modernization Project Development Agreement

PROJECT ANALYSIS**Project Description**

The Trident Center Modernization Project Development Agreement is proposed in conjunction with the development of a project that involves the renovation of two existing 10-story office towers with 342,078 square feet and the addition of a 120,000 square-foot expansion that includes connecting the towers on levels five, seven, and nine; a two-story podium element that would connect the towers on floors two through three; and the addition of ground floor dining uses. Additionally, updated outdoor and recreational amenities, including roof gardens and an outdoor recreation deck and pedestrian improvements along Olympic Boulevard would be provided. The existing two-10 story office towers are connected by a parking structure that includes three levels of above-grade and two levels of subterranean parking. Development of the project would increase the buildings' total square footage, adding 115,000 gross square feet of office and 5,000 gross square feet of restaurant use to the existing 330,758 square feet of office and 11,320 square feet of retail. The total square footage would be 462,078 square feet. The height of the existing office towers will remain. Upon completion, the Project would result in a total maximum floor area ratio (FAR) of 3:1.

As part of the proposed development, the applicant is seeking to enter into a Development Agreement with the City that would vest the entitlements for a term of 15 years. The applicant has undertaken extensive outreach with the City Council Office, several stakeholders, and community groups and has committed to the provision of community benefits in the areas of: Recreation, Parking Relief, Multi-Modal Transportation, Education Partnership, Signage and Streetscape Enhancement, and Public Safety as summarized below:

Benefit/Recipient	Amount	Purpose	Timing
Recreation			
Neighborhood Dog Park	\$205,000	Applicant shall fund, construct, and maintain a dog park at the corner of Purdue Avenue and Mississippi Avenue. The dog park shall be open to the public at all times during operating hours. If reasonably necessary for security reasons, the applicant may close the dog park between the hours of 11 PM and 5 AM.	Prior to the issuance of a certificate of occupancy
Neighborhood Parking Relief Program			
Public Parking Availability	\$1,080,000	Applicant shall make no less than 150 spaces of excess parking available on weekday evenings (Monday through Friday beginning at 6 PM) and weekends (Saturday and Sundays beginning at 11 AM) for public parking for patrons to businesses on Sawtelle Avenue that are currently parking in neighborhood streets due the lack of surface parking.	Post Certificate of Occupancy
Multi-Modal Transportation			
Olympic Boulevard Corridor Transit	\$50,000	The applicant shall deposit a payment of \$50,000 to the Council District 11 Public Benefit Trust Fund No. 50B, to explore regional private sector coordination, funding, and visioning for reducing roadway congestion and improving mobility coordination and options along Olympic Boulevard.	Prior to the issuance of a certificate of occupancy.
Education Partnership			
Education Technology Partnership	\$150,000	The Applicant shall create an educational partnership with the Nora Sterry Elementary School at 1730 Corinth	\$10,000 per year; not less than \$150,000

Trident Center Modernization Project Development Agreement

		Avenue, focusing on science, technology, engineering, and math (STEM). The applicant shall fund the program in an amount of \$10,000 per year, with not less than \$150,000 being contribute to STEM programming during the term of the agreement.	
Signage and Streetscape			
Signage and Streetscape Enhancement	\$25,000	The applicant shall deposit a payment of \$25,000 to the Council District 11 Public Benefit Trust Fund NO. 50B, for wayfinding signage and/or streetscape improvements, which may include signage indicating the exit from the 405 freeway for Sawtelle Japantown.	Prior to the issuance of the first building permit.
Public Safety			
Designated Pick-Up/Drop-Off Zone	\$10,000	A designated ride-sharing pick-up and drop-off location, that is clearly marked within the project's parking structure to avoid pick-up and drop-off on the street, shall be provided.	Prior to the issuance of a certificate of occupancy.
TOTAL	\$1,520,000		

The proposed benefits are diverse and cover a range of purposes, with some benefits linked directly to existing City improvements, such as the signage and streetscape enhancements. Others are designed to fund local community entities. The enforcement and implementation of any community benefits program will require careful legal review. After careful consideration of the proposed benefits, Planning staff recommends that the City Planning Commission direct staff to continue to work with the Office of the City Attorney to determine the best method to deliver benefits, including inclusion in the development agreement, or in third-party or other agreements. The applicant may elect to enter into separate third party agreements with these groups. The Development Agreement is a contract between the City of Los Angeles and the Developer (and/or his/her successors in interest). The public benefits associated with the Development Agreement, which is an extension of the project, are intended to have a direct economic and/or physical benefit to the built environment, make physical investments that improve livability, invoke place-making, and facilitate additional investment in the community. In addition, Section 7.18 of the Development Agreement terms states:

“The only parties to this Agreement are the City and Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.”

Background

The project is proposed to be developed in two phases. Phase 1 would consist of construction of the podium structure, and Phase 2 would consist of improvements to the existing office tower buildings. Phase 1 is projected to be completed in 2019, with Phase 2 completed by 2020.

Public Hearing

A joint public hearing was held on behalf of the City Planning Commission and the Deputy Advisory Agency on Tuesday, June 27, 2018 at 10:30 am in City Hall Room 1020. In accordance with Section 12.32 of the LAMC and California Government Code Section 65867, the notice was mailed to all owners and occupants within 500 feet of the project site, as well as to all owners and occupants within 500 to 1,000 feet of the project site and commenter's and interested parties from the Draft EIR on August 29, 2018. The notice was also published in the Daily Journal on June 1, 2018 and was posted at the project site on June 15, 2018.

The project was reviewed by the Los Angeles Department of City Planning, Major Projects Section (serving as Lead Agency) in accordance with the requirements of the CEQA. The City prepared an Initial Study in accordance with Section 15063(a) of the State CEQA Guidelines. Pursuant to the provisions of Section 15082 of the State CEQA Guidelines, the City then circulated a Notice of Preparation (NOP) to State, regional and local agencies, and members of the public for a 30-day period beginning on January 20, 2017 and ending February 21, 2017. The purpose of the NOP was to formally inform the public that the City was preparing a Draft EIR for the project, and to solicit input regarding the scope and content of the environmental information to be included in the Draft EIR.

In addition, a public scoping meeting was conducted on February 7, 2017, to further inform the public agencies and other interested parties of the project and to solicit input regarding the Draft EIR. The meeting provided interested individuals, groups, and public agencies the opportunity to provide oral and written comments to the Lead Agency regarding the scope and focus of the Draft EIR as described in the NOP and Initial Study. Written comment letters responding to the NOP were submitted to the City by public agencies and interested organizations. Comment letters were received from six public agencies. Also, written comments were provided by one individual via e-mail. The NOP letters and comments received during the comment period, as well as comment sheets from the public scoping meeting, are included in Appendix A of the Draft EIR.

The Draft EIR evaluated in detail the potential effects of the project. It also analyzed the effects of a reasonable range of three alternatives to the project, including a "No Project" alternative. The Draft EIR for the project (State Clearinghouse No. 20170110145), incorporated herein by reference in full, was prepared pursuant to CEQA and State, Agency, and City CEQA Guidelines (Pub. Resources Code § 21000, et seq.; 14 Cal. Code Regs. §15000, et seq.; City of Los Angeles Environmental Quality Act Guidelines). The Draft EIR was circulated for a 45-day public comment period beginning on December 21, 2017, and ending on February 5, 2018. Copies of the written comments received are provided in the Final EIR. Pursuant to Section 15088 of the CEQA Guidelines, the City, as Lead Agency, reviewed all comments received during the review period for the Draft EIR and responded to each comment in Section III of the Final EIR.

The City published a Final EIR for the project on June 15, 2018, which is hereby incorporated by reference in full. The Final EIR is intended to serve as an informational document for public agency decision-makers and the general public regarding objectives and components of the project. The Final EIR addresses the environmental effects associated with implementation of the project, identifies feasible mitigation measures and alternatives that may be adopted to reduce or eliminate these impacts, and includes written responses to all comments received on the Draft EIR during the public review period. Responses were sent to all public agencies that made comments on the Draft EIR at least 10 days prior to certification of the Final EIR pursuant to CEQA Guidelines Section 15088(b). No individual comment letters were received by the City. The Final EIR was also made available for review on the City's website. CDs with the Final EIR were also made available at three libraries and a hard copy was made available at the City Department of Planning. Notices regarding availability of the Final EIR were sent to those within a 500-foot radius of the project site as well as individuals who commented on the Draft EIR, attended the NOP scoping meeting, or provided comments during the NOP comment period.

The EIR determined that all potentially significant impacts would be mitigated to a level of less than significant.

A duly noticed public hearing for the project was held by the Hearing Officer/Deputy Advisory Agency on behalf of the City Planning Commission on June 27, 2018. The EIR was certified by the Deputy Advisory Agency on June 27, 2018 in conjunction with the approval of Case No. VTT-74399-CN. The tract map was not appealed.

The documents and other materials that constitute the record of proceedings on which the City's CEQA findings are based are located at the Department of City Planning, Major Projects Section, 221 North Figueroa Street, Suite 1450, Los Angeles, California 90012. This information is provided in compliance with CEQA Section 21081.6(a)(2).

Conclusion/Recommendation

Trident Center Modernization Project Development Agreement

In consideration of the foregoing, Planning staff recommends that the City Planning Commission recommend that the City Council enter into a Development Agreement with the Applicant reflecting the Commission's actions to the terms of the Development Agreement.

FINDINGS

1. Pursuant to California Government Code Sections 65864-65869.5, a Development Agreement be entered into by mutual consent of the parties. An application for a Development Agreement was filed on October 12, 2016, establishing the applicant's consent to enter into a 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). In addition, on November 19, 1992, the City Planning Commission adopted new guidelines for the processing of development agreement applications (CPC No. 86-404 MSC).
3. In accordance with Section 12.32 of the LAMC and California Government Code Section 65867, notification within a 500-foot radius of the project site was mailed via United States Postal Service on August 29, 2018 to all occupants and property owners, interested parties, commenter's of the DEIR, neighborhood council and others identified in the mailing affidavit located in the administrative record. Further, notice of the public hearing was also published in the Daily Journal on June 1, 2018; verification of which is provided in the administrative record. In accordance with Section 12.32 C 4(c), posting for the site was done on June 10, 2018.
4. Pursuant to California Government Code Section 65867.5, the Development 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 adopted by City Council on July 27, 1997. Orderly development of the project site is further governed by Case No. CPC-2016-1462-GPA-ZC-HD-CU-SPR, wherein a Zone Change from [Q]C2-1 to (T)(Q)C2-2D, and a General Plan Amendment to amend Footnote 1 of the West Los Angeles Community Plan Land Use Map to indicate that Height District 2 is applicable to the site. The project site is also located within West Los Angeles TIMP specific plan.
5. This Development Agreement is administrative and technical in nature and will have no impact on the project under Environmental Impact Report ENV-2016-1463-EIR (State Clearinghouse No. 2017011045) to be certified by the City Council upon their consideration of the General Plan Amendment, Zone Change and Height District Change. Moreover, the provisions of the Development Agreement do not grant the project or the project applicant any exceptions, variances, or otherwise allows the applicant to deviate from the required development regulations of the Code. The intent of the Development Agreement is to merely extend the life of the entitlements to a specified term. The proposed Development Agreement will not be detrimental to the public health, safety and general welfare. Approval of the Development Agreement will promote the expeditious delivery of public benefit monies directly from the applicant to the identified parties for the provision of, but not limited to, economic development, recreation, public safety and affordable housing.
6. The Development Agreement provides public benefits in the form of \$1,520,000 towards Recreation, Parking Relief, Multi-Modal Transportation, Education Partnership, Signage and Streetscape Enhancement, and Public Safety to benefit residents of Council District 11.
7. The Development Agreement complies in form and substance with all applicable City and State regulations governing development agreements.
8. Based upon the above Findings, the proposed Development Agreement is deemed consistent with public necessity, convenience, general welfare and good zoning practice.

Findings of Fact (CEQA)

I. INTRODUCTION

The Environmental Impact Report (EIR), consisting of the Draft EIR and the Final EIR, is intended to serve as an informational document for public agency decision-makers and the general public regarding the objectives and components of the Trident Modernization Project located at 11355 and 11377 West Olympic Boulevard. The project involves the renovation of two existing 10-story office towers with 342,078 square feet and the addition of a 120,000 square-foot horizontal expansion that includes connecting the towers on levels five, seven, and nine; a two-story podium element that would connect the towers on floors two through three and; the addition of ground floor dining uses. Additionally, updated outdoor and recreational amenities, including roof gardens and an outdoor recreation deck; and pedestrian improvements along Olympic Boulevard would be provided. The existing two-10 story office towers are connected by a parking structure that includes three levels of above-grade and two levels of subterranean parking. Development of the project would increase the buildings' total square footage, adding 115,000 gross square feet of office and 5,000 gross square feet of restaurant use to the existing 330,758 square feet of office and 11,320 square feet of retail. The total square footage would be 462,078 square feet. The height of the existing office towers will remain. Upon completion, the project would result in a total maximum floor area ratio (FAR) of 3:1.

II ENVIRONMENTAL DOCUMENTATION BACKGROUND

The project was reviewed by the Los Angeles Department of City Planning, Major Projects Section (serving as Lead Agency) in accordance with the requirements of the CEQA. The City prepared an Initial Study in accordance with Section 15063(a) of the State CEQA Guidelines. Pursuant to the provisions of Section 15082 of the State CEQA Guidelines, the City then circulated a Notice of Preparation (NOP) to State, regional and local agencies, and members of the public for a 32-day period beginning on January 20, 2018 and commencing on February 21, 2017. The purpose of the NOP was to formally inform the public that the City was preparing a Draft EIR for the project, and to solicit input regarding the scope and content of the environmental information to be included in the Draft EIR.

Written comment letters responding to the NOP were submitted to the City by public agencies and interested organizations. Comment letters were received from various public agencies. Also, written comments were provided by interested organizations and/or individuals via mail, e-mail. The NOP and Initial Study Comments are included in Appendix A, of the Draft EIR.

The Draft EIR evaluated in detail the potential effects of the project. It also analyzed the effects of a reasonable range of four alternatives to the project, including a "No Project" alternative. The Draft EIR for the project (State Clearinghouse No. 2017011045), incorporated herein by reference in full, was prepared pursuant to CEQA and State, Agency, and City CEQA Guidelines (Pub. Resources Code § 21000, et seq.; 14 Cal. Code Regs. §15000, et seq.; City of Los Angeles Environmental Quality Act Guidelines). The Draft EIR was circulated for a 46 -day public comment period beginning on December 21, 2017, and ending on through February 5, 2018. Copies of the written comments received are provided in the Final EIR. Pursuant to Section 15088 of the CEQA Guidelines, the City, as Lead Agency, reviewed all comments received during the review period for the Draft EIR and responded to each comment in Section II of the Final EIR.

The City published a Final EIR for the project on June 15, 2018, which is hereby incorporated by reference in full. The Final EIR is intended to serve as an informational document for public agency decision-makers and the general public regarding objectives and components of the project. The Final EIR addresses the environmental effects associated with implementation of the project, identifies feasible mitigation measures and alternatives that may be adopted to reduce or eliminate these impacts, and includes written responses to all comments received on the Draft EIR during the public review period. Responses were sent to all public agencies that made comments on the Draft EIR at least 10 days prior to certification of the Final EIR pursuant to CEQA Guidelines

Trident Center Modernization Project Development Agreement

Section 15088(b). The Final EIR was also made available for review on the City's website. Digital copies of the Final EIR were also made available at three libraries and a hard copy was made available at the City Department of Planning. Notices regarding availability of the Final EIR were sent to those within a 500-foot radius of the project site, as well as individuals who commented on the Draft EIR, attended the NOP scoping meeting, provided comments during the NOP comment period, or requested notice.

A duly noticed public hearing for the project was held by the Deputy Advisory Agency and the Hearing Officer on behalf of the City Planning Commission on June 12, 2018.

The documents and other materials that constitute the record of proceedings on which the City's CEQA findings are based are located at the Department of City Planning, Major Projects Section, 221 N. Figueroa St., Suite 1350, Los Angeles, California 90012. This information is provided in compliance with CEQA Section 21081.6(a)(2).

Pursuant to CEQA Guidelines Sections 15162 and 15164, in consideration of the whole of the administrative record, the project was assessed in the previously **Certified** Environmental Impact Report No. ENV-2016-1463-EIR, certified on June 27, 2018, and no subsequent EIR, negative declaration, or addendum is required for approval of the project.

DEVELOPMENT AGREEMENT

by and between

THE CITY OF LOS ANGELES

and

Westside Campus, LLC

dated as of

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is executed this _____ day of _____, 2018 by and between the CITY OF LOS ANGELES, a municipal corporation (“City”), and WESTSIDE CAMPUS, LLC, a California limited liability company (the “Developer”), pursuant to California Government Code Section 65864 et seq., and the implementing procedures of the City, with respect to the following:

RECITALS

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

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

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

WHEREAS, this Agreement is necessary to assure the Developer that the Project will not be reduced in density, intensity or use or be subjected to new rules, regulations, ordinances or policies unless otherwise allowed by this Agreement;

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

WHEREAS, the Developer owns a 3.58 acre property in the City of Los Angeles located generally at 11355 and 11377 Olympic Boulevard all as set forth in Exhibit A (the “Property”). Developer intends to renovate two existing 10-story office towers consisting of 342,078 square feet and the addition of a 120,000 square-foot expansion that includes connecting the towers on levels five, seven, and nine; a two-story podium element that would connect the towers on floors two through three; and the addition of ground floor dining uses. Additionally, updated outdoor and recreational amenities, including roof gardens and an outdoor recreation deck and pedestrian improvements along Olympic Boulevard would be provided. The existing two-10 story office towers are connected by a parking structure that includes three levels of above-grade and two levels of subterranean parking. Development of the project would increase the buildings' total square footage, adding 115,000 gross square feet of office and 5,000 gross square feet of restaurant use to the existing 330,758 square feet of office and 11,320 square feet of retail. The total square footage would be 462,078 square feet. The height of the existing office towers will remain. Upon completion, the Project would result in a total maximum floor area ratio (FAR) of 3:1.

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

AGREEMENT

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

1. DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

1.1 "Agreement" means this Development Agreement.

1.2 "Applicable Rules" means the rules, regulations, fees, ordinances and official policies of the City in force as of the Effective Date of this Agreement governing the use and development of real property and which, among other matters, govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of buildings and development projects, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction.

1.3 "Assignment Agreement" means an agreement entered into by the Developer to transfer in whole or in part the rights and obligations of Developer under this Agreement to a third party transferee.

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

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

1.6 "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.

1.7 "City Attorney" means the legal counsel for the City.

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 “**Community Plan**” means the Southeast Los Angeles Community Plan.

1.10 “**Council District 9**” means the City of Los Angeles City Council District 9.

1.11 “**Conditions of Approval**” means the Conditions of Approval for the Project, including, but not limited to, any conditions associated with the Project Approvals, including, without limitation, those attached hereto as Exhibit B, Conditions of Approval.

1.12 “**Days**” means calendar days as opposed to working days.

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

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

1.15 “**Director of Planning**” means the Director of the City of Los Angeles Department of City Planning.

1.16 “**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, in the process of approving or disapproving a particular activity, as distinguished from Ministerial Permits and Approvals and any other activity which merely requires the City and/or any City Agency to determine whether there has been compliance with statutes, ordinances or regulations.

1.17 “**East Lot**” means the lot bounded by West Washington Boulevard to the north, West 21st Street on the south, South Broadway on the west, and South Main Street on the east.

1.18 “**EIR**” means the Environmental Impact Report for the project, State Clearinghouse No. 2014071054, certified by the City in accordance with the requirements of CEQA.

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

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

1.21 “**Floor Area**” means the floor area as defined in Section 12.03 of the Los Angeles Municipal Code.

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

1.23 “**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 in full force and effect as of the Effective Date of this Agreement. Impact fees do not include: (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on impacts of new development.

1.24 “Ministerial Permits and Approvals” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Developer to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Los Angeles Municipal Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.25 “Mitigation Measures” means the mitigation measures described in the Environmental Impact Report (“EIR”), State Clearinghouse Number SCH No. 2017011045 certified by the City in accordance with the requirements of CEQA, on June 27, 2018 and in the Mitigation Monitoring Program for the Project which is attached hereto as Exhibit B, Mitigation Monitoring Program.

1.26 “Municipal Code” means the Los Angeles Municipal Code.

1.27 “Parties” means collectively the Developer and the City.

1.28 “Party” means any one of the Developer or the City.

1.29 “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).

1.30 “Processing Fees” means all processing fees and charges required by the City or any City Agency including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all linkage fees or exactions which may be imposed by the City on development projects pursuant to laws enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. Processing Fees include those linkage fees, and exactions which are in effect as of the date the Vesting Tentative Tract Map No. VTT-74.399-CN was deemed complete pursuant to California Government Code Section 65943, the amounts of which are subject to ongoing annual increases which shall be calculated at time of payment. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made, unless an alternative amount is established by the City in a subsequent agreement.

1.31 “Project” means the development described in greater detail in “Exhibit C”.

1.32 “Project Approvals” means those Discretionary Actions authorizing the Project which have been requested by the Developer and approved by the City on or before the Effective Date, which are comprised of:

- General Plan Amendment to amend the West Los Angeles Community Plan’s to amend Footnote 1 of the West Los Angeles Community Plan Land Use Map to indicate that Height District 2 is applicable to the site;
- Zone Change and Height District Change from [Q]C2-1 to (T)(Q)C2-2D;
- A Conditional Use Permit for a Major Development Project for a project that results in the addition of more than 100,000 square feet of nonresidential floor area; and
- Pursuant to LAMC Section 16.05, a Site Plan Review for a project which results in an increase of 50,000 gross square feet or more of nonresidential floor area.

1.33 “Property” has the meaning in the recitals above and as fully described in the legal description attached as Exhibit “A”.

1.34 “Public Benefits” means those public benefits to be provided by the Project as described in Sections 2.3.1 and 3.2 of this Agreement that comprise enforceable additional consideration to the City for this Agreement.

1.35 “Property Owner” has the meaning as described in the opening paragraph of the Agreement.

1.36 “Reserved Powers” means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to the Los Angeles Building or Fire Codes regarding the construction, engineering and design standards for private and public improvements and which are (a) necessary to the health and safety of the residents of the City, and (b) are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council such as floods, earthquakes, and similar acts of God); (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3 or; (4) constitute Processing Fees and charges imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City.

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

1.38 “Transferee” means a third party that has entered into an Assignment Agreement with Developer.

1.39 “Vesting Tentative Tract Map” means Tentative Tract Map No. 74399-CN approved by the City on June 27, 2018 and which became final on July 9, 2018.

2. RECITALS OF PREMISES, PURPOSE AND INTENT

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

“The Legislature finds and declares that:

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

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

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

2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held a duly noticed public hearing and recommended approval of this Agreement on _____ by way of Planning Commission Resolution No. _____.

2.2.2 Deputy Advisory Agency Certification of the EIR. The Deputy Advisory Agency on July 27, 2018, after conducting a duly-noticed public hearing, certified the EIR for the Project.

2.2.3 City Council Action. The City Council on _____, after conducting a duly-noticed public hearing, adopted Ordinance No. _____, to become effective on the thirty-first day after its adoption, found that its provisions are consistent with the City's General Plan and the Los Angeles 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 Public Benefits to the City, including without limitation:

Neighborhood Dog Park

Prior to issuance of a certificate of occupancy for the Project, Developer shall fund, construct and maintain a dog park at the corner of Purdue Avenue and Mississippi Avenue. The dog park shall be open to the public at all times during operating hours. If reasonably necessary for security reasons, Developer may close the dog park between the hours of 11 PM and 5 AM.

Delivery: \$205,000 prior to issuance of Certificate of Occupancy.

Neighborhood Parking Relief Program

Developer shall make no less than 150 spaces of excess parking available on weekday evenings (Monday through Friday beginning at 6pm) and weekends (Saturday and Sundays beginning at 11am) for public parking for patrons to businesses on Sawtelle Avenue that are currently parking in neighborhood streets due to the lack of parking. With respect to this obligation, the Parties agree and acknowledge that the Project Site will be a mixed use office campus that consists primarily of office uses with additional retail and restaurant uses. The nature of the office uses provides a shared-use parking opportunity because the bulk of these spaces tend to be occupied by office users during weekdays with vacancies in the weekday evenings, and greater vacancies on weekends. Developer shall make such excess parking available at cost to cover Developer's operation and maintenance costs for the additional public parking.

Delivery: \$1,080,000 Post Certificate of Occupancy.

Olympic Boulevard Corridor Transit

Prior to the issuance of the first building permit for the Project, the Developer shall deposit a payment of \$50,000 to the Council District 11 Public Benefit Trust Fund No. 50B, to explore regional private sector coordination, funding and visioning for reducing roadway congestion and improving mobility coordination and options along Olympic Boulevard. Such options may include formation of a new transportation management association for office buildings along the Olympic corridor, ride-share matching, expansion of mobility hubs and evaluation of shuttle services along the Olympic Corridor for office users in order to encourage transit use and reduce

single occupancy car trips. Issues such as type of costs, hours, users will be evaluated as part of the evaluation to be performed.

Delivery: \$50,000 Prior to the issuance of Certificate of Occupancy.

Education Technology Partnership

Developer shall create an educational partnership with the Nora Sterry Elementary School at 1730 Corinth Avenue focusing on science, technology, engineering and math (STEM). Developer shall fund the program in an amount of \$10,000 per year, with not less than \$150,000 being contributed to STEM programming during the term of the agreement. The funding provided for the STEM program may include additional STEM-related classes, instruction or acquiring computers or other technology hardware. The use of the funds shall be reported to the City on an annual basis as part of the annual review of Developer's compliance with the Development Agreement.

Delivery: \$150,000; \$10,000 per year; not less than \$150,000.

Signage and Streetscape Enhancement

Prior to the issuance of the first building permit for the Project, the Developer shall deposit a payment of \$25,000 to the Council District 11 Public Benefit Trust Fund No. 50B, for wayfinding signage and/or streetscape improvements, which may include signage indicating the exit from the 405 freeway for Sawtelle Japantown.

Delivery: \$25,000 Prior to the issuance of the first building permit.

Designated Pick-Up/Drop-Off Zone

The Project shall provide a designated ride-sharing (e.g., Uber, Lyft) pick-up and drop-off location that is clearly marked within the Project's parking structure to avoid pick-up and drop-off on the street.

Delivery: \$10,000 Prior to the issuance of certificate of occupancy.

Term

Fifteen (15) Years

2.3.2 Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals.

This Agreement, therefore, is necessary to assure Developer that the Project will not be (1) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals, (2) subjected to new rules, regulations, ordinances or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers or (3) subjected to delays for reasons other than Citywide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

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

2.4 Applicability of the Agreement. This Agreement does not: (1) grant height, density or intensity in excess of that otherwise established in the Applicable Rules and Project Approvals; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; (5) amend the City's General Plan, or (6) amend the City of Los Angeles Zoning Ordinance. This Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

3. AGREEMENT AND ASSURANCES

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

3.1.1. Project Development. Developer agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market

conditions and economic considerations, to undertake development of the Project in accordance with the terms and conditions of this Agreement, including the Applicable Rules and the Project Approvals.

3.1.2. Timing of Development. The parties acknowledge that Developer cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer, such as market orientation and demand, availability of financing, interest rates and competition. Developer may therefore construct the Project in either a single phase or multiple phases (lasting any duration of time) within the Term of this Agreement. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, Developer and the City do hereby acknowledge that Developer has the right to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that this right is consistent with the intent, purpose and understanding of the Parties to this Agreement.

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

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

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

3.2.3 Changes in Applicable Rules.

3.2.3.1 Non-application of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general plan, zoning or building regulation, adopted or becoming effective after the

Effective Date of this Agreement, including, without limitation, any such change by means of ordinance including but not limited to adoption of a specific plan or overlay zone, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission, any City Agency, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Developer may, in its sole discretion, give the City written notice of its election to have any subsequent change in the Applicable Rules applied to some portion or all of the Property as it may own, in which case such subsequent changes in the Applicable Rules shall be deemed to be contained within the Applicable Rules insofar as that portion of the Property is concerned. In the event of any conflict or inconsistency between this Agreement and the Applicable Rules, the provisions of this Agreement shall control.

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

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

3.2.4. Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Reserved Powers and/or the Project Approvals. Any subsequent Discretionary Action initiated by Developer which substantially changes the entitlements allowed under the Project Approvals, shall be subject to rules, regulations, ordinances and official policies of the City then in effect. A substantial change to the entitlements allowed under the Project Approvals that would require subsequent Discretionary Action(s) include: (a) a net increase in the amount of Project square footage, building heights and/or expansion of building footprints (referred to as "**Substantial Project Changes**"). The parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that future Discretionary Actions may require additional environmental review pursuant to CEQA. In the event that additional environmental review is

required by CEQA, the City agrees to utilize tiered environmental documents to the fullest extent permitted by law, as determined by the City, and as provided in California Public Resources Code Sections 21093 and 21094.

3.2.5 Administrative Changes and Modifications. The Project may demonstrate that refinements and changes are appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project development and with respect to those items covered in general terms under this Agreement and Project Approvals. If and when the Parties find that “Substantially Conforming Changes,” as herein defined, are necessary or appropriate, they shall, unless otherwise required by law, effectuate such changes or adjustments through administrative modifications approved by the Parties. As used herein, “**Substantially Conforming Changes**” are changes, modifications or adjustments that are substantially consistent with the Project Approvals, and do not constitute Substantial Project Changes as defined in Section 3.2.4 of this Agreement. Such Substantially Conforming Changes would not be considered Discretionary Actions, and would therefore not require a public hearing.

3.2.6 Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. In the event of any inconsistency between this Agreement and the Applicable Rules, this Agreement shall control.

3.2.7 Interim Use. The City agrees that Developer may use the Property during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use and for a use which does not require a new or additional Discretionary Action from the City, except as expressly provided in this Development Agreement, or pursuant to any approvals, permits, other agreements between the City and Developer, or other entitlements previously granted and in effect as of the Effective Date. Developer shall seek the City’s approval of any interim use requiring Discretionary Action.

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, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes: (1) are found by the City to be necessary to the public health and safety of the residents of the City, (2) are generally applicable on a Citywide basis except in the event of natural disasters as found by the Mayor or the City Council, such as floods, earthquakes and similar disasters and (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.

3.2.9 Time Period of Tentative Tract Map and Project Approvals. The City acknowledges that the construction of the Project may be subject to unavoidable delays due to the factors outside the Developer’s control. Pursuant to California Government Code Sections 66452.6(a), and any other applicable provision of the Subdivision Map Act, the City agrees that

the duration of the Tentative Tract Map and any new tract map or subdivision approval which is consistent with the Project Approvals, shall automatically be extended for the Term of this Agreement. The City further agrees that the duration of the Project Approvals shall automatically be extended for the Term of this Agreement.

3.2.10 Processing Fees. Developer shall pay all Processing Fees for Ministerial Permits and Approvals in the amount in effect when such Ministerial Permit and Approvals are sought.

3.2.11 Timeframes and Staffing for Processing and Review. The City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals, the City agrees to work with Developer to establish time frames for processing and reviewing such Ministerial Permits and Approvals and to comply with timeframes established in the Project Approvals. The City agrees to expedite all Ministerial Permits and Approvals and Discretionary Actions requested by Developer to the extent practicable, if any. Developer agrees to pay any applicable fee for expedited review and processing time.

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

4. ANNUAL REVIEW

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

4.2 Pre-Determination Procedure. Submission by Developer, and/or Transferee, of evidence of compliance with this Agreement, in a form which the Planning Director may reasonably establish, shall be made in writing and transmitted to the Planning Director not later than thirty (30) days prior to the yearly anniversary of the Effective Date. If the public has comments regarding compliance, such comments must be submitted to the Planning Director at least thirty (30) days prior to the yearly anniversary of the Effective Date. All such public

comments and final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer and/or any Transferees.

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

4.3 Planning Director's Determination. On or before the yearly anniversary of the Effective Date of the Agreement, the Planning Director shall make a determination regarding whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer or Transferee in the manner prescribed in Section 7.11.

4.4 Appeal by Developer. In the event the Planning Director makes a finding and determination of non-compliance, Developer, and/or any Transferee as the case may be, shall be entitled to appeal that determination to the Planning Commission within twenty five days from the Planning Director's decision. After a public hearing on the appeal, the Planning Commission within twenty five days shall make written findings and determinations, on the basis of substantial evidence, whether or not Developer, and/or any Transferee as the case may be, has complied in good faith with the provisions and conditions of this Agreement. A finding and determination of compliance by the Planning Commission shall be final and effective. Nothing in this Agreement shall be construed as modifying or abrogating the Los Angeles City Charter.

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 Developer and/or any Transferee, as the case may be, has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 4.4, shall submit to Developer, by registered or certified mail, return receipt requested, a written notice of non-compliance in the manner prescribed in Section 7.11, stating with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of non-compliance, Developer and/or any Transferee, as the case may be, shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than sixty (60) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, by mutual consent of the City and Developer provided that Developer shall continuously and diligently pursue the remedy at all times until the item of non-compliance is cured.

4.6 Failure to Cure Non-Compliance Procedure. If the Planning Director finds and determines that Developer or a Transferee has not cured an item of non-compliance pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred or assigned rights and obligations, as the case may be, the Planning Director shall make a report to the Planning Commission. The Planning Director shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after such public hearing, the Planning

Commission finds and determines, on the basis of substantial evidence, that (i) Developer, or its Transferee has not cured a default pursuant to this Section, and (ii) that the City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 7.3 hereof. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating the Los Angeles City Charter.

4.7 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a finding or determination of noncompliance by the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 7.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 7.3.

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

4.9 City's Rights and Remedies Against Developer. The City's rights in Section 4 of this Agreement relating to compliance with this Agreement by Developer shall be limited to only those rights and obligations assumed by Developer under this Agreement and as expressly set forth in the applicable Assignment Agreement authorized by Section 7.7 of this Agreement.

5. DEFAULT PROVISIONS

5.1 Default by Developer.

5.1.1 Default. In the event Developer or a Transferee of any portion of the Property fails to perform its obligations under this Agreement applicable to its portion of the Property as specified in the applicable Assignment Agreement, in a timely manner and in compliance pursuant to Section 4 of this Agreement, the City shall have all rights and remedies provided for in this Agreement, including without limitation, modifying or terminating this Agreement, shall relate exclusively to the defaulting Party and such defaulting Party's portion of the Property, provided that the City has first complied with all applicable notice and opportunity to cure provisions in Section 5.1.2 and given notice as provided in Section 7.11 hereof, and provided further that Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of, Sections 4.4 and 4.5. In no event shall a default by a Developer or a Transferee of any portion of the Property constitute a default by any non-defaulting Developer or a Transferee with respect to such non-defaulting parties' obligations hereunder nor affect such non-defaulting parties' rights hereunder, or respective portion of the Property.

5.1.2 Notice of Default. The City through the Planning Director shall submit to Developer or Transferee, as applicable, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 7.11, identifying with specificity those obligations of Developer or Transferee, as applicable, which have not been performed. Upon receipt of the notice of default, Developer or Transferee shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall

complete the cure of the default(s) not later than sixty (60) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that Developer or Transferee, as applicable, shall continuously and diligently pursue the remedy at all times until the default(s) is cured. In the case of a dispute as to whether Developer has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 7.5 of this Agreement.

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

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, relating solely to the defaulting Developer or Transferee and such defaulting party's portion of the Property after such final determination of the City Council or, where no appeal is taken after the expiration of the appeal periods described in Section 7.3 relating to the defaulting party's rights and obligations. There shall be no termination or modification of this Agreement unless the City Council acts pursuant to Section 7.3.

5.2 Default by the City.

5.2.1 Default. In the event the City defaults under the provisions of this Agreement, Developer and Transferee shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided that Developer or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

5.2.2 Notice of Default. Developer or Transferee, as the case may be, shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue the remedy at all

times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 7.5 of this Agreement.

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

6. MORTGAGEE RIGHTS

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

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

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

Agreement and executing and delivering to the City, in a form and with terms reasonably acceptable to the City, an assumption agreement of Developer's obligations hereunder.

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

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

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

7. GENERAL PROVISIONS

7.1 Effective Date. This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective on _____, 2018, which is the date that Ordinance No. _____ took effect.

7.2 Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of fifteen (15) years after the Effective Date, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or from any actions pursuant to Section 7.5 (Dispute Resolution), or from any litigation related to the Project or Project Approvals, this Agreement or the Property.

7.3 Appeals to City Council. Where an appeal by Developer or its Transferees, as the case may be, to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within fourteen (14) days after the mailing of such finding and/or determination to Developer, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission eighty (80) days after such mailing, or within such additional period as may be agreed upon by the Developer or its Transferees, as the case may be, and the City Council. The failure of the City Council to act shall not be deemed to be a denial or approval of the appeal, which shall remain pending until final City Council action.

7.4 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the Annual Review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which are not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third parties against Developer. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.5 Dispute Resolution.

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

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

7.5.2.1 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

7.5.3 Extension of Term. The Term of this Agreement as set forth in Section 7.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

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

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

7.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868, and any Transferee of the Property or any portion thereof. Any amendment to this Agreement which relates to the Term, permitted uses, substantial increase in the density or intensity of use, and is not considered a Substantially Conforming Change (as defined in Section 3.2.5 of this Agreement), shall require notice and public hearing before the parties may execute an amendment thereto. The City hereby agrees to grant priority processing status to any Developer initiated request(s) to amend this Agreement. The City will use all reasonable and good faith efforts to schedule any noticed public hearings required to amend this Agreement before the Planning Commission and/or City Council as soon as practicable. Developer, or a Transferee as applicable, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by Developer or a Transferee, including the cost of any public hearings.

7.7 Assignment. The Property, as well as the rights and obligations of Developer under this Agreement, may not be transferred or assigned in whole or in part by Developer to a Transferee without the prior consent of the City, subject to the conditions set forth below in Sections 7.7.1.1 and 7.7.1.2. Upon such assignment the assignor shall be released from the obligations so assigned.

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

7.7.1.1 Written Notice of Assignment Required. Developer, or any successor transferor, must give prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or Transferee, including copies of the Articles of incorporation in the case of corporations and the names of individual partners in the case of partnerships. Any failure by Developer or any successor transferor to provide the notice shall be curable in accordance with the provisions in Section 5.1.

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

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

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

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

respect to such other portions of the Property shall be deemed a default by such Transferee with respect to the portion of the Property transferred to such Transferee.

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

7.9 Cooperation and Implementation.

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

7.9.2. Other Governmental Permits. Developer shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to the Project. The City shall cooperate with Developer in its endeavors to obtain such permits and approvals. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Developer or Transferee, as the case may be, except where Developer or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

7.9.3. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action. Developer and the City agree to cooperate in any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and not to cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

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

7.9.5 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the terms of

this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by City and Developer, which, after execution, shall be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and the Developer. Operating memoranda are not intended to and cannot constitute an amendment to this Agreement or allow a subsequent Discretionary Action to the Project but are mere ministerial clarifications, therefore public notices and hearings shall not be required. The City Attorney shall be authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 7.6 above. The authority to enter into such operating memoranda is hereby delegated to the City Planning Director (or his or her designee) who is hereby authorized to execute any operating memoranda hereunder without further City action.

7.9.6 Certificate of Performance. Upon the completion of the Project, or upon performance of this Agreement or its earlier revocation and termination, the City shall provide the Developer, upon the Developer's request, with a statement (“Certificate of Performance”) evidencing said completion or revocation and the release of the Developer from further obligations hereunder, except for any ongoing obligations hereunder. The Certificate of Performance shall be signed by the appropriate agents of the Developer and the City and shall be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in California Civil Code Section 8182.

7.10 Indemnification.

7.10.1 Obligation to Defend, Indemnify, and Hold Harmless. Developer hereby agrees to defend, indemnify, and hold harmless the City and its agents, officers, and employees, from any claim, action, or proceeding (“Proceeding”) against the City or its agents, officers, or employees (i) to set aside, void, or annul, all or any part of the Development Agreement or any Project Approval, or (ii) for any damages, personal injury or death which may arise, directly or indirectly, from such Developer or such Developer’s contractors, subcontractors’, agents’, or employees’ operations in connection with the construction of the Project, whether operations be by such Developer or any of such Developer’s contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for such Developer or any of such Developer’s contractors or subcontractors. In the event that the City, upon being served with a lawsuit or other legal process to set aside, void or annul all or part of any Project Approval, fails to promptly notify Developer in writing of the Proceeding, or fails to cooperate fully in the defense of the Proceeding, Developer shall thereafter be relieved of the obligations imposed in this Section 7.10. However, if Developer has actual written notice of the Proceeding, it shall not be relieved of the obligations imposed hereunder, notwithstanding the failure of the City to provide prompt written notice of the Proceeding. The City shall be considered to have failed to give prompt written notification of a Proceeding if the City, after being served with a lawsuit or other legal process challenging the Approvals, unreasonably delays in providing written notice thereof to the Developer. As used herein, “unreasonably delays” shall mean any delay that materially adversely impacts Developer’s ability to defend the Proceeding. The obligations imposed in this Section 7.10 shall apply notwithstanding any allegation or determination in the Proceedings that the City acted contrary to applicable laws. Nothing in this Section shall be construed to mean that

Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, its intentional misconduct or gross negligence in the performance of this Agreement.

7.10.2 Defending The Project Approvals. The Developer shall have the obligation to timely retain legal counsel to defend against any proceeding to set aside, void, or annul, all or any part of any Project Approval including without limitation a lawsuit to challenge the approval of the Project or this Agreement in violation of CEQA. The City shall have the right if it so chooses, to defend the Proceeding utilizing in-house legal staff, in which case the Developer shall be liable for all reasonable legal costs and fees reasonably incurred by the City, including charges for staff time charged. In the event of a conflict of interest which prevents the Developer's legal counsel from representing the City, and in the event the City does not have the in-house legal resources to defend against the Proceeding, the City shall also have the right to retain outside legal counsel provided that retaining outside legal counsel causes no delays, in which case the Developer shall be liable for all legal costs and fees reasonably incurred by the City. Provided that the Developer is not in breach of the terms of this Section, the City shall not enter into any settlement of the Proceeding which involves modification to any Project Approval or otherwise results in the Developer incurring liabilities or other obligations, without the consent of the Developer.

7.10.3 Breach of Obligations. Actions constituting a breach of the obligations imposed in this Section 7.10 shall include, but not be limited to: (i) the failure to timely retain qualified legal counsel to defend against the Proceedings; (ii) the failure to promptly pay the City for any attorneys' fees or other legal costs for which the City is liable pursuant to a judgment or settlement agreement in the Proceeding seeking to set aside, void or annul all or part of any Project Approval; or (iii) the breach of any other obligation imposed in this Section 7.10, in each case after written notice from the City and a reasonable period of time in which to cure the breach, not to exceed thirty-days. For purposes of this Section 7.10, Developer shall be considered to have failed to timely retain qualified legal counsel if such counsel is not retained within thirty (30) days following the City's provision of the notice of Proceedings to Developer required hereunder. In the event that Developer breaches the obligations imposed in this Section 7.10, the City shall have no obligation to defend against the Proceedings, and by not defending against the Proceedings, the City shall not be considered to have waived any rights in this Section 7.10.

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

7.10.5 Contractual Obligation. Developer acknowledges and agrees that the obligations imposed in this Section 7.10 are contractual in nature, and that the breach of any such obligation may subject Developer to a breach of contract claim by the City.

7.10.6 Waiver of Right to Challenge. Developer hereby waives the right to challenge the validity of the obligations imposed in this Section 7.10.

7.10.7 Survival. The obligations imposed in this Section 7.10 shall survive any judicial decision invalidating the Project Approvals.

7.10.8 Preparation of Administrative Record. Developer and the City acknowledge that upon the commencement of legal Proceedings, the administrative record of proceedings relating to the Project Approvals must be prepared. Those documents must also be certified as complete and accurate by the City. Developer, as part of its defense obligation imposed in this Section 7.10, shall prepare at its sole cost and expense the record of proceedings in a manner which complies with all applicable laws; in accordance with reasonable procedures established by the City; and subject to the City's obligation to certify the administrative record of proceedings and the City's right to oversee the preparation of such administrative record. Developer agrees that its failure to prepare the administrative record as set forth herein, and in compliance with all time deadlines imposed by law, shall constitute a breach of its obligation to defend the City. In the event that Developer fails to prepare the administrative record, the City may do so, in which event the City shall be entitled to be reimbursed by Developer for all reasonable costs associated with preparation of the administrative record, including reasonable charges for staff time.

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

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

If to the City:

City of Los Angeles
Attention: Director of Planning

with copies to:

Los Angeles City Attorney's Office

If to Property Owner

Westside Campus, LLC
Attention: Edward W. Cook III
11355 and 11377 Olympic Boulevard
Los Angeles, California 90064

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

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

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

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

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

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

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

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

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

7.21 Duplicate Originals. This Agreement is executed in duplicate originals, each of which is deemed to be an original, but all of which together shall constitute one instrument. This Agreement, not counting the Cover Page, Table of Contents or Index, consists of ___ pages and ___ Exhibits which constitute the entire understanding and agreement of the Parties.

(signatures on following page)

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

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

By: _____
Mr. Eric Garcetti, Mayor

DATE:

APPROVED AS TO FORM:
City Attorney

By: _____
Laura Cadogan Hurd, Deputy City Attorney

DATE:

ATTEST:

By: _____
Deputy

DATE:

WESTSIDE CAMPUS, LLC

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Name:
Title:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows:

PARCEL 1:

LOTS 1 AND 2 OF TRACT 24090, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 639 PAGES 49 AND 50 MAPS, IN THE OFFICE OF THE COUNTY RECORDED OR SAID COUNTY.

EXCEPT THEREFROM ALL OF THE MINERALS, HYDROCARBON SUBSTANCES AND MINERAL RIGHTS OF EVERY CLASS, CHARACTER AND KIND WHATSOEVER, PERTAINING TO OR LYING BELOW THE SURFACE OF SAID LAND, INCLUDING ALL OIL AND GAS RIGHTS TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHTS TO EXPLORE FOR, REMOVE AND DISPOSE OF, ALL SAID MINERALS BY ANY MEANS OR METHODS, SUITABLE BUT WITHOUT ENTERTAINING UPON OR USING THE SURFACE OF THE LAND, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE THEREOF, AS PROVIDED IN THE DEED TO WESTERN REPUBLIC COMPANY LTD., A LIMITED PARTNERSHIP, RECORDED MARCH 3, 1959 AS INSTRUMENT NO. 4175, OFFICIAL RECORDS.

EXHIBIT “B”,

CONDITIONS OF APPROVAL

1. Affirm that the EIR was certified, and that the Mitigation Monitoring Program, and findings were adopted.
2. General Plan Amendment to amend Footnote 1 of the West Los Angeles Community Plan Land Use Map to indicate that Height District 2 is applicable to the site.
3. Zone Change and Height District Change from [Q]C2-1 to (T)(Q)C2-2D.
4. Conditional Use Permit for a Major Development Project for a project that results in the addition of more than 100,000 square feet of nonresidential floor area
5. Site Plan Review for a project which results in an increase of 50,000 gross square feet or more of nonresidential floor area

Case Nos: ENV-2016-1463-EIR; CPC-2016-1462-GPA-ZC-HD-CU-SPR

EXHIBIT "C"
MITIGATION MONITORING PROGRAM

5.0 MITIGATION MONITORING PROGRAM

A. INTRODUCTION

To ensure that the mitigation measures identified in an Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND) are implemented, the California Environmental Quality Act (CEQA) requires the Lead Agency for a project to adopt a program for monitoring or reporting on the revisions it has required for a project and the measures it has imposed to mitigate or avoid significant environmental effects. As specifically set forth in Section 15097(c) of the CEQA Guidelines, the public agency may choose whether its program will monitor mitigation, report on mitigation, or both. As provided in Section 15097(c) of the CEQA Guidelines, “monitoring” is generally an ongoing or periodic process of project oversight. “Reporting” generally consists of a written compliance review that is presented to the decision-making body or authorized staff person.

An EIR has been prepared to address the Project’s potential environmental impacts. The evaluation of the Project’s impacts takes into consideration project design features, which are measures proposed by the Applicant as a feature of the Project and which are detailed in the EIR. Where appropriate, the EIR also identifies mitigation measures to avoid or substantially lessen any significant impacts. This Mitigation Monitoring Program (MMP) is designed to monitor implementation of those project design features and mitigation measures.

This MMP has been prepared in compliance with the requirements of CEQA Section 21081.6 and CEQA Guidelines Section 15097. It is noted that while certain agencies outside of the City of Los Angeles (City) are listed as the monitoring/enforcement agencies for individual project design features and mitigation measures listed in this MMP, the City, as Lead Agency for the Project, is responsible for overseeing and enforcing implementation of the MMP as a whole.

B. PURPOSE

It is the intent of this MMP to:

1. Verify compliance with the project design features and mitigation measures identified in the EIR;
2. Provide a framework to document implementation of the identified project design features and mitigation measures;
3. Provide a record of mitigation requirements;
4. Identify monitoring and enforcement agencies;
5. Establish and clarify administrative procedures for the clearance of project design features and mitigation measures;

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

C. ORGANIZATION

As shown on the following pages, each identified project design feature and mitigation measure for the Project is listed and categorized by environmental issue area, with accompanying discussion of:

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

D. ADMINISTRATIVE PROCEDURES AND ENFORCEMENT

This MMP shall be enforced throughout all phases of the Project. The Applicant shall be responsible for implementing each project design feature and mitigation measure and shall be obligated to provide certification, as identified below, to the appropriate monitoring agency and the appropriate enforcement agency that each project design feature and mitigation measures has been implemented. The Applicant shall maintain records demonstrating compliance with each project design feature and mitigation measure. Such records shall be made available to the City upon request. Further, specifically during the construction phase and prior to the issuance of building permits, the Applicant shall retain an independent Construction Monitor (either via the City or through a third-party consultant), approved by the Department of City Planning, who shall be responsible for monitoring implementation of project design features and mitigation measures during construction activities consistent with the monitoring phase and frequency set forth in this MMP. The Construction Monitor shall also prepare documentation of the Applicant's compliance with the project design features and mitigation measures during construction every 90 days in a form satisfactory to the Department of City Planning. The documentation must be signed by the Applicant and Construction Monitor and be included as part of the Applicant's Annual Compliance Report. The Construction Monitor shall be obligated to immediately report to the Enforcement Agency any noncompliance with the mitigation measures and project design features within

two businesses days if the Applicant does not correct the noncompliance within a reasonable time of notification to the Applicant by the monitor or if the noncompliance is repeated. Such noncompliance shall be appropriately addressed by the Enforcement Agency.

E. PROGRAM MODIFICATION

The project shall be in substantial conformance with the project design features and mitigation measures contained in this Mitigation Monitoring Program. The enforcing departments or agencies may determine substantial conformance with project design features and mitigation measures in the MMP in their reasonable discretion. If the department or agency cannot find substantial conformance, a project design feature or mitigation measure may be modified or deleted as follows: the enforcing department or agency, or the decision maker for a subsequent discretionary project related approval, complies with CEQA Guidelines, Sections 15162 and 15164, including by preparing an addendum or subsequent environmental clearance to analyze the impacts from the modifications to or deletion of the project design features or mitigation measures. Any addendum or subsequent CEQA clearance shall explain why the project design feature or mitigation measure is no longer needed, not feasible, or the other basis for modifying or deleting the project design feature or mitigation measure. Under this process, the modification or deletion of a project design feature or mitigation measure shall not require a modification to any project discretionary approval unless the Director of Planning also finds that the change to the project design features or mitigation measures results in a substantial change to the Project or the nonenvironmental conditions of approval.

F. MITIGATION MONITORING PROGRAM

1. Aesthetics and Visual Resources

Project Design Features

PDF AES-1 Glass used in building facades shall minimize glare (e.g., minimize the use of glass with mirror coatings). Consistent with applicable energy and building code requirements, including Section 140.3 of the California Energy Code as may be amended, glass with coatings required to meet the Energy Code requirements shall be permitted.

Enforcement Agency:	City of Los Angeles Department of City Planning; City of Los Angeles Department of Building and Safety
Monitoring Agency:	City of Los Angeles Department of City Planning; City of Los Angeles Department of Building and Safety
Monitoring Phase:	Preconstruction; Construction

Monitoring Frequency: Once, at Plan Check; once during field inspection

Action Indicating Compliance: Plan approval and issuance of applicable building permit; field inspection sign-off and Certification of Occupancy

Mitigation Measures

No mitigation measures are required for Aesthetics.

2. Air Quality

Project Design Features

PDF AQ-1 Where power poles are available, electricity from power poles and/or solar-powered generators rather than temporary diesel or gasoline generators shall be used during construction.

Enforcement Agency: City of Los Angeles Department of Building and Safety

Monitoring Agency: City of Los Angeles Department of Building and Safety

Monitoring Phase: Preconstruction; Construction

Monitoring Frequency: Periodic field inspections during construction

Action Indicating Compliance: Field inspection sign-off; Compliance certification report submitted by Project contractor

PDF AQ-2 The Project shall utilize off-road diesel-powered construction equipment that meet or exceeds the California Air Resources Board (CARB) and U.S Environmental Protection Agency (USEPA) Tier 3 off-road emissions standards for equipment rated at 50 horsepower or greater during the grading, concrete pouring, and building construction phases. A copy of each unit’s certified tier specification and CARB or the South Coast Air Quality Management District (SCAQMD) operating permit (if applicable) shall be available upon request at the time of mobilization of each applicable unit of equipment.

Enforcement Agency: South Coast Air Quality Management District

Monitoring Agency: City of Los Angeles Department of City Planning; City of Los Angeles Department of Building and Safety

Monitoring Phase: Preconstruction; Construction

Monitoring Frequency: Once, at Plan Check; once during field inspection

Action Indicating Compliance: Plan approval; field inspection sign-off

PDF AQ-3: The Project shall use on-road haul trucks that meet or exceed the model year 2010 emission standards. A copy of each unit’s certified model year specification shall be available upon request at the time of mobilization of each applicable unit of equipment.

Enforcement Agency: South Coast Air Quality Management District

Monitoring Agency: City of Los Angeles Department of City Planning; City of Los Angeles Department of Building and Safety

Monitoring Phase: Construction

Monitoring Frequency: Periodic field inspection

Action Indicating Compliance: Field inspection sign-off

PDF AQ-4: The Project has been designed to meet the Certified Leadership in Energy and Environmental Design (LEED) Green Building Rating System standards to reduce energy consumption. The Project shall include one or more of the following Green building features:

- Stormwater quantity and quality control
- Mitigation of heat island effects
- Light-pollution reduction
- Use of water-efficient landscaping
- On-site renewable energy
- Enhanced refrigerant management
- Use of regional construction materials and certified wood
- Use of low-emitting materials
- Controllable lighting and thermal systems

Enforcement Agency: City of Los Angeles Department of Building and Safety

Monitoring Agency: City of Los Angeles Department of Building and Safety

Monitoring Phase: Preconstruction; Construction

Monitoring Frequency: Once at Project plan check

Action Indicating Compliance: Plan check approval and issuance of applicable permit; Field inspection sign-off; Compliance certification report submitted by Project contractor

Mitigation Measures

No mitigation measures are required for air quality.

3. Biological Resources

Project Design Features

PDF BIO-1: All Non-Protected Significant Trees will be replaced on at least a 1:1 basis with 24-inch (minimum) box trees.

Enforcement Agency: City of Los Angeles Urban Forestry Division

Monitoring Agency: City of Los Angeles Urban Forestry Division

Monitoring Phase: Preconstruction

Monitoring Frequency: Once, during field inspection

Action Indicating Compliance: Approval of tree removal by City of Los Angeles Urban Forestry Division

Mitigation Measures

No mitigation measures are required for biological resources.

4. Greenhouse Gas Emissions

Project Design Features

PDF GHG-1: The Project shall include at least twenty percent (20%) of the total code required parking spaces provided for all types of parking facilities, but in no case less than one location, shall be capable of supporting future electric vehicle supply equipment (EVSE). Plans shall indicate the proposed type and location(s) of EVSE and also include raceway method(s), wiring schematics and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating capacity. Of the 20% EV Ready, five percent (5%) of the total code required parking spaces shall be further provided with EV chargers to immediately accommodate electric vehicles within the parking areas. When the

application of either the 20% or 5% results in a fractional space, round up to the next whole number. A label stating “EV CAPABLE” shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.

Enforcement Agency:	City of Los Angeles Department of City Planning; City of Los Angeles Department of Building and Safety
Monitoring Agency:	City of Los Angeles Department of City Planning; City of Los Angeles Department of Building and Safety
Monitoring Phase:	Preconstruction; Pre-operation
Monitoring Frequency:	Once, at Plan Check; once during field inspection
Action Indicating Compliance:	Plan approval; issuance of applicable building permit; issuance of Certificate of Occupancy

Mitigation Measures

No mitigation measures for greenhouse gas emissions are required.

5. Hazards and Hazardous Materials

Project Design Features

No project design features are included for hazards or hazardous materials.

Mitigation Measures

No mitigation measures are required for hazards and hazardous materials.

6. Land Use and Planning

Project Design Features

No project design features are included for land use and planning.

Mitigation Measures

No mitigation measures are required for land use and planning.

7. Noise

Project Design Features

PDF N-1 High vibration producing construction activities – specifically the use of large equipment such as dozers, tractors, loaders, backhoes, cranes, pavers, or loaded trucks – would only be scheduled to occur between the hours of 8:00 AM and 4:00 PM.

Enforcement Agency: City of Los Angeles Department of Public Works; Los Angeles Department of Building and Safety

Monitoring Agency: City of Los Angeles Department of Public Works; City of Los Angeles Department of Building and Safety

Monitoring Phase: Preconstruction; Construction

Monitoring Frequency: Once, at Plan Check; once during field inspection

Action Indicating Compliance: Plan approval and issuance of applicable building permit; submittal of Construction Noise Mitigation Plan; field inspection sign-off

Mitigation Measures

Construction Noise and Vibration

MM N-1 Prior to the issuance of demolition permits for the Project, the Project Applicant shall provide proof satisfactory to the City of Los Angeles Department of Public Works and/or Department of Building and Safety, that the Construction Manager has committed in writing to comply with the City Noise Ordinance (LAMC Sections 111–116), and that the requirement to comply must be included in any contractual commitments between the contractor and the Project Applicant. The Project Applicant shall design a Construction Noise Mitigation Plan that demonstrates a reduction to construction-related noise impacts to off-site noise sensitive receptors by 20 dB(A).

The Construction Noise Mitigation Plan could include the following to reduce construction-related noise impacts to off-site noise sensitive receptors by 20 dB(A):

- Construction and demolition activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously;
- The staging of high noise-generating activities shall take place during mid-day and/or when ambient noise levels in the receptor areas are at their highest levels;

- The idling of haul trucks shall be limited to 5 minutes at any given location as established by the South Coast Air Quality Management District;
- Locate construction staging areas in a manner which shall minimize interference with residential streets surrounding the Project site by only utilizing the portions of Corinth Avenue and Purdue Avenue within 200 feet of Olympic Boulevard for staging and deliveries;
- The Project site Construction Manager shall clearly post a hotline along the construction fence, in several areas, to enable the public to call and report construction related issues associated with the construction;
- Project construction shall not use impact pile driving methods;
- The Project site Construction Manager shall locate stationary construction noise sources as far as possible from noise-sensitive uses, and ensure that they are muffled and enclosed within temporary sheds, or incorporated insulation barriers, or other measures.
- All construction equipment engines shall be properly tuned and muffled according to manufacturers' specifications. The Construction Manager shall use power construction equipment with state-of-the-art noise shielding and muffling devices and shall include the use of plug-in electrical or solar-powered generators;
- Temporary sound barriers shall be located at the boundary of the Project site along Purdue Avenue and Corinth Avenue. The barriers shall be rated at a sound transmission class (STC) that is capable of producing a 15 dB(A) reduction in ambient noise levels; and
- Pursuant to LAMC Chapter XI Noise Regulations, construction hours, allowable workdays, and the phone number of the Construction Manager shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the Construction Manager. If the Construction Manager receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action taken to the reporting party. The Construction Manager must keep log of all complaints and resolution which must be provided to LADBS within 5 days of request.

Enforcement Agency:	City of Los Angeles Department of Public Works; Los Angeles Department of Building and Safety
Monitoring Agency:	City of Los Angeles Department of Public Works; City of Los Angeles Department of Building and Safety
Monitoring Phase:	Preconstruction; Construction
Monitoring Frequency:	Once, at Plan Check; once during field inspection

Action Indicating Compliance: Plan approval and issuance of applicable building permit; submittal of Construction Noise Mitigation Plan; field inspection sign-off

8. Public Services—Fire Protection and Emergency Medical Services

Project Design Features

No project design features are included for fire protection and emergency medical services.

Mitigation Measures

No mitigation measures are required for fire protection and emergency medical services.

9. Transportation and Traffic

Project Design Features

PDF TR-1 Construction Traffic Management Plan: Prior to the issuance of a building permit for the Project, a Construction Traffic Management Plan shall be submitted to the City of Los Angeles Department of Transportation (LADOT) for approval. This plan shall identify street closure information, a detour plan, haul routes, construction parking, and staging areas. The Construction Management Plan will formalize how construction would be carried out and identify specific actions that will be required to reduce effects on the surrounding community.

Enforcement Agency: City of Los Angeles Department of Transportation

Monitoring Agency: City of Los Angeles Department of Transportation

Monitoring Phase: Preconstruction; Construction

Monitoring Frequency: Once, at Plan Check prior to issuance of grading or building permit; once during field inspection

Action Indicating Compliance: City of Los Angeles Department of Transportation approval; field inspection sign-off

Mitigation Measures

MM TR-1 Transportation Demand Management (TDM): In conformance with the criteria of the West Los Angeles Transportation Improvement and Mitigation Specific Plan, the Project Applicant shall prepare and implement a Transportation Demand Management (TDM)

program to reduce Project impacts. The TDM program shall include implementation of several TDM strategies, which may include, but are not limited to the following:

- Participation of an existing or formation of a new Transportation Management Association (TMA);
- Flexible work schedules, telecommuting programs, and alternative work schedules;
- Guaranteed Ride Home program;
- Rideshare/carpool/vanpool promotion and support;
- Discounted transit passes;
- Mobility hub support;
- On-site TDM Coordinator; and
- Funding for bikeway improvements.

The preliminary TDM program shall be submitted to LADOT for review prior to issuance of the first construction permit for the Project. A final TDM program shall be submitted and approved by LADOT prior to the issuance of the first certificate of occupancy for the Project and submittal (to LADOT) of an annual compliance report is required.

Enforcement Agency:	City of Los Angeles Department of Transportation
Monitoring Agency:	City of Los Angeles Department of Transportation; City of Los Angeles Department of Public Works, Bureau of Engineering
Monitoring Phase:	Preoccupancy
Monitoring Frequency:	Once; prior issuance of Certificate of Occupancy
Action Indicating Compliance:	City of Los Angeles Department of Transportation approval; issuance of Certificate of Occupancy; submittal of compliance report

MM TR-2 Shuttle to Metro Expo Station: The Project Applicant shall provide a (first mile-last mile connection) shuttle bus circulator route connecting the Project site to and from the Metro Expo Line Sepulveda Station to offer a first-mile/last-mile connection for transit riders. Shuttles would operate during peak hours and at frequencies no greater than 5 to 6 minutes.

Enforcement Agency: City of Los Angeles Department of Transportation

Monitoring Agency:	City of Los Angeles Department of Transportation; City of Los Angeles Department of Public Works
Monitoring Phase:	Prior to Occupancy; Operation
Monitoring Frequency:	Prior to issuance of certificate of occupancy
Action Indicating Compliance:	Consistency review as needed

10. Tribal Cultural Resources

Project Design Features

No project design features are included for tribal cultural resources.

Mitigation Measures

No mitigation measures are required for Tribal Cultural resources.

11. Utilities—Water Supply

Project Design Features

No project design features are included for water supply.

Mitigation Measures

No mitigation measures are required for water supply.

12. Utilities—Wastewater

Project Design Features

No project design features are included for wastewater.

Mitigation Measures

No mitigation measures are required for wastewater.

13. Utilities—Solid Waste Disposal

Project Design Features

No project design features are included for solid waste disposal.

Mitigation Measures

No mitigation measures are required for solid waste disposal.

Exhibit B

ORDINANCE NO. _____

An ordinance authorizing the execution of the development agreement by and between the City of Los Angeles and Westside Campus, LLC, a California limited liability company relating to real property in the West Los Angeles Community Plan area, and located at 11355 and 11377 Olympic Boulevard.

WHEREAS, the City Planning Commission on September 27, 2018, 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 _____ (Development Agreement) which Development Agreement is hereby incorporated by reference and which is hereby incorporated into the provisions of this ordinance; and

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

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

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

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

NOW, THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

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

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

(b) The intensity, building height and uses set forth in the development agreement are permitted by or are consistent with the West Los Angeles Community Plan (inclusive of the requested Height District Change from Height District 1 to Height District 2);

(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 the Los Angeles Municipal Code Section 91.101.1 to 98.0605 relating to public health and safety;

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

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

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

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

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

HOLLY L WOLCOTT, City Clerk

by _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By _____

LAURA M. CADOGAN HURD
Deputy City Attorney

Date: _____

File No. _____

Pursuant to Charter Section 559, I
approve/disapprove this ordinance on
behalf of the City Planning Commission
and recommend that it **be adopted/not be
adopted**.....

[DATE]

See attached report.

Vincent P. Bertoni, AICP
Director of Planning