

**Board Report**

File #: 2016-0498, **File Type:** Agreement**Agenda Number:** 11.

**PLANNING AND PROGRAMMING COMMITTEE
NOVEMBER 16, 2016****SUBJECT: CULVER CITY STATION ADJACENT DEVELOPMENT****ACTION: AUTHORIZE REAL ESTATE AGREEMENTS****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer, or his designee, to execute a **Perpetual Easement Agreement, Reciprocal Easement Agreement and other related documents with the city of Culver City (City) and/or the developer and other related parties to allow for the construction, use, operation and maintenance of the Ivy Station mixed-use development project adjacent to the Metro Expo Culver City Station** as described in Attachment D which will include a Metro park-and-ride facility as contemplated by a previously Board-approved and executed Option Agreement and Memorandum of Understanding with the City.

ISSUE

In September 2011, Metro entered into an Option Agreement with the City for a perpetual easement to provide for construction of a transit-oriented development on a portion of Metro-owned right-of-way adjacent to the Metro Expo Line Culver City Station (Station), the primary consideration for which is the provision of the existing parking on the Project Site prior to construction, 235 parking spaces in the City's Ince Garage during construction of the development, and 300 park-and-ride spaces as part of the future development. In February 2012, the City selected Lowe Enterprises, doing business as Culver Station LLC (Developer), to develop a mixed-use development on a series of assembled parcels adjacent to the Station, including a portion of the Metro-owned right-of-way as contemplated in the Option Agreement. The City desires to exercise its option and the Metro Board of Director's (Board) authorization to enter into agreements and consider environmental effects of the project is necessary to effectuate the transaction.

DISCUSSION***Background***

In 2000, the City commenced planning for the redevelopment of the parcels surrounding the Station, and subsequently began assembling parcels and working with Metro to incorporate portions of its right-of-way with the intent of developing a transit-oriented development at the Station. In January 2011, Metro and the City, along with the former Culver City Redevelopment Agency (Former Agency) and the Exposition Metro Line Construction Authority (Authority) entered into a Memorandum of

Understanding (MOU) to cooperate on the planning, development and construction of a transit-oriented development and parking facility at the Station including the preparation of an Option Agreement for perpetual easement for a portion of Metro-owned right-of-way adjacent to the Station. Consistent with the terms of the MOU, the City reimbursed the Authority \$3.1 million for structural redesign and enhancements to the Expo Line and the Station to allow subterranean parking abutting the Expo Line. The City and Metro also entered into license agreements which provided for the construction, use, operation and maintenance of temporary park-and-ride spaces on the project site, along with terms for a license to use the Ince Garage, a nearby City parking facility, to house replacement parking spaces as further described below until such time as the transit-oriented development and the associated permanent park-and-ride spaces are complete and made available to Metro.

Project Site

The project site is bounded by Washington Boulevard to southeast, National Boulevard to the northeast, Venice Boulevard to the northwest, and the Metro Expo Line right-of-way to the south and is located within both Culver City and the City of Los Angeles (Project Site). The total developable area of the Project Site is 5.53 acres and includes 1.67 acres of Metro right-of-way (LACMTA Easement Area). The LACMTA Easement Area consists of the northerly 91 feet of the 150-foot LACMTA right-of-way in the vicinity of the Station; the southerly 59 feet (Station Parcel) houses the Station and Expo Line right-of-way and is not subject to the grant of perpetual easement. The Project Site and LACMTA Easement Area are further depicted in Attachment A - Site Map.

Project Overview

The proposed Ivy Station development project (Project) is proposed to include: 148 hotel rooms; 200 residential units; approximately 197,000 gross square feet of office use; approximately 57,800 gross square feet of retail and restaurant use; and a total of approximately 1,480 parking spaces in a three-level subterranean structure which spans the entirety of the Project Site, including the LACMTA Easement Area up to the northern limits of the Station Parcel. The parking garage will include 300 dedicated Metro park-and-ride spaces on the P-3 level with controlled access for Metro transit patrons (Metro Parking Area).

The Project will also include approximately 100,000 square feet of highly programmed outdoor open space accessible to the public, with careful attention paid to creating a seamless and inviting connection between the Project and the Station as well as other transit amenities in the vicinity including bus stops and active transportation infrastructure such as the Metro Bike Hub/Clean Mobility Center under development at the Station. Additionally, Metro will be provided eight dedicated at-grade parking stalls intended to support car share operations at the Station and a dedicated pick-up/drop-off zone within the Project. A Project site plan and renderings detailing the proposed Project are included as Attachment B along with Attachment C, a P-3 level plan depicting the Metro Parking Area.

The Project is anticipated to start construction in late 2016/early 2017 and will take approximately two and a half years to complete.

Proposed Transaction

The proposed Perpetual Easement Agreement (Easement Agreement), which is substantially

consistent with the terms contemplated in the September 2011 Option Agreement as approved by the Board, will be entered into by Metro and the City. The Easement Agreement will grant the City a perpetual easement on, under, and above the LACMTA Easement Area to construct, use, operate, maintain, repair and/or reconstruct parking uses, transit plaza uses, and residential and commercial uses of up to 100,000 square feet of which not more than 10,000 square feet may be in the below-grade portions of the LACMTA Easement Area. While the Option Agreement contemplated requests for additional square footage would be covered in a ground lease, these additional uses have been included as part of the Easement Agreement. Metro will retain access rights for purposes of constructing, inspecting, operating or maintaining Metro-related transit improvements on the Station Parcel including the Station.

Concurrent with executing the Easement Agreement, Metro, the City and the Successor Agency to the Former Agency (Successor Agency) will enter into a Reciprocal Easement Agreement (REA) which shall provide Metro with rights to access and utilize the Metro Parking Area at all times along with non-exclusive rights for pedestrian access between the Metro Parking Area and the Station and other publicly accessible pedestrian pathways throughout the Project Site.

The Easement Agreement will allow the City to assign its rights and responsibilities to the Developer. A single closing is anticipated whereby: (1) the City will exercise its option with Metro by executing the Easement Agreement; (2) Metro, the City and the Successor Agency will execute the REA; (3) the City and the Successor Agency will transfer their respective fee interest in the Project Site to the Developer; and (4) the City will assign its rights and responsibilities under the Easement Agreement and the REA to the Developer.

In consideration for Metro's grant of easement and development rights within the LACMTA Easement Area described above, the Developer will be responsible for the cost of designing, constructing, operating and maintaining the Project including: the 300 Metro park-and-ride spaces within the Metro Parking Area; the transit plaza and all publicly access passageways including associated landscaping; transit signage throughout the Project Site; and reimbursement of reasonable costs incurred by Metro in connection with reviewing plans, monitoring construction, and effectuating the transaction. A more complete summary of key terms and conditions of the Easement Agreement and REA are included as Attachment D.

Replacement Parking

The temporary 550 Metro and park-and-ride spaces currently at the Culver City Station will be eliminated once construction of the Project commences. Per existing agreements with the City, prior to the start of construction and until such time as the permanent 300 park-and-ride spaces are made available in the Project, the City shall provide, at no cost to Metro, a license for 235 dedicated spaces in the City's Ince Garage located approximately two blocks southwest of the Station. Any unmet parking demand will be directed to alternate Metro park-and-ride facilities such as the La Cienega/Jefferson and Expo/Sepulveda Station garages along the Expo Line where space is currently available.

CEQA Compliance

The Project has been cleared under the California Environmental Quality Act (CEQA) process with Culver City as the lead agency. All public comments have been received (including those of Metro)

and addressed and have been incorporated into the City's Mitigated Negative Declaration (MND) document (<http://www.culvercity.org/home/showdocument?id=2044>). The MND includes information on all impacts especially those that exceed the threshold of significance and, where appropriate, their corresponding mitigation measures.

Environmental mitigation has been identified for the following types of impacts:

- Aesthetics;
- Air Quality;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Greenhouse Gasses;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Noise;
- Public Services;
- Transportation/Traffic; and
- Utilities and Service System.

Specific details of the impacts as well as their corresponding mitigation measures were originally cited as Appendix C of the MND and are included herein as Attachment E. The mitigation measures will be implemented commencing at the design and construction process. Culver City finds that implementation of the mitigation measures will result in less than significant impact with respect to:

- Degradation of the environment, biological resources, and cultural resources;
- Cumulative impacts; and
- Direct and indirect impacts to human beings.

As a responsible agency, Metro will be working with Culver City, the lead agency, in ensuring the implementation of mitigation measures.

DETERMINATION OF SAFETY IMPACT

The proposed Project and associated transaction will help improve access between the Station, adjacent transportation amenities and the surrounding community and will have no direct, adverse impact on safety. Construction documents and construction work plans shall be subject to Metro review and approval and Metro shall monitor construction activities to ensure Metro infrastructure and operations are not compromised.

FINANCIAL IMPACT

The costs to construct, maintain and operate the Project (including the 300 park-and-ride spaces) as well as the replacement parking spaces are the responsibility of the City and/or the Developer. Metro will retain the right to set parking rates and receive revenues from Metro park-and-ride spaces upon completion of the Project. Metro will also have the right to set rates and receive parking fees for the

replacement parking spaces.

Impact to Budget

Metro shall have no cost obligations associated with the proposed Project, other than transaction costs which are budgeted in Cost Center 2210, and therefore there are no financial impacts to Metro including bus and rail operations.

ALTERNATIVES CONSIDERED

The Board could choose not to take the recommended actions or reject the current terms and conditions. However, staff does not recommend this option as the proposed transaction is consistent with the intent of the Option Agreement previously approved by the Board and executed by Metro and the City.

NEXT STEPS

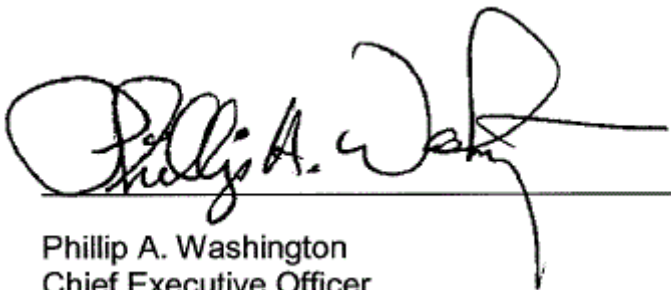
Upon approval by the Board, staff will finalize negotiations and enter into the appropriate agreements with the City and/or the Developer subject to the satisfaction of the conditions precedent outlined in the Option Agreement and Attachment D - Summary of Key Terms and Conditions.

ATTACHMENTS

- Attachment A - Site Map
- Attachment B - Project Site Plan and Renderings
- Attachment C - Metro Parking Area
- Attachment D - Summary of Key Terms and Conditions
- Attachment E - MND Mitigation Monitoring Program

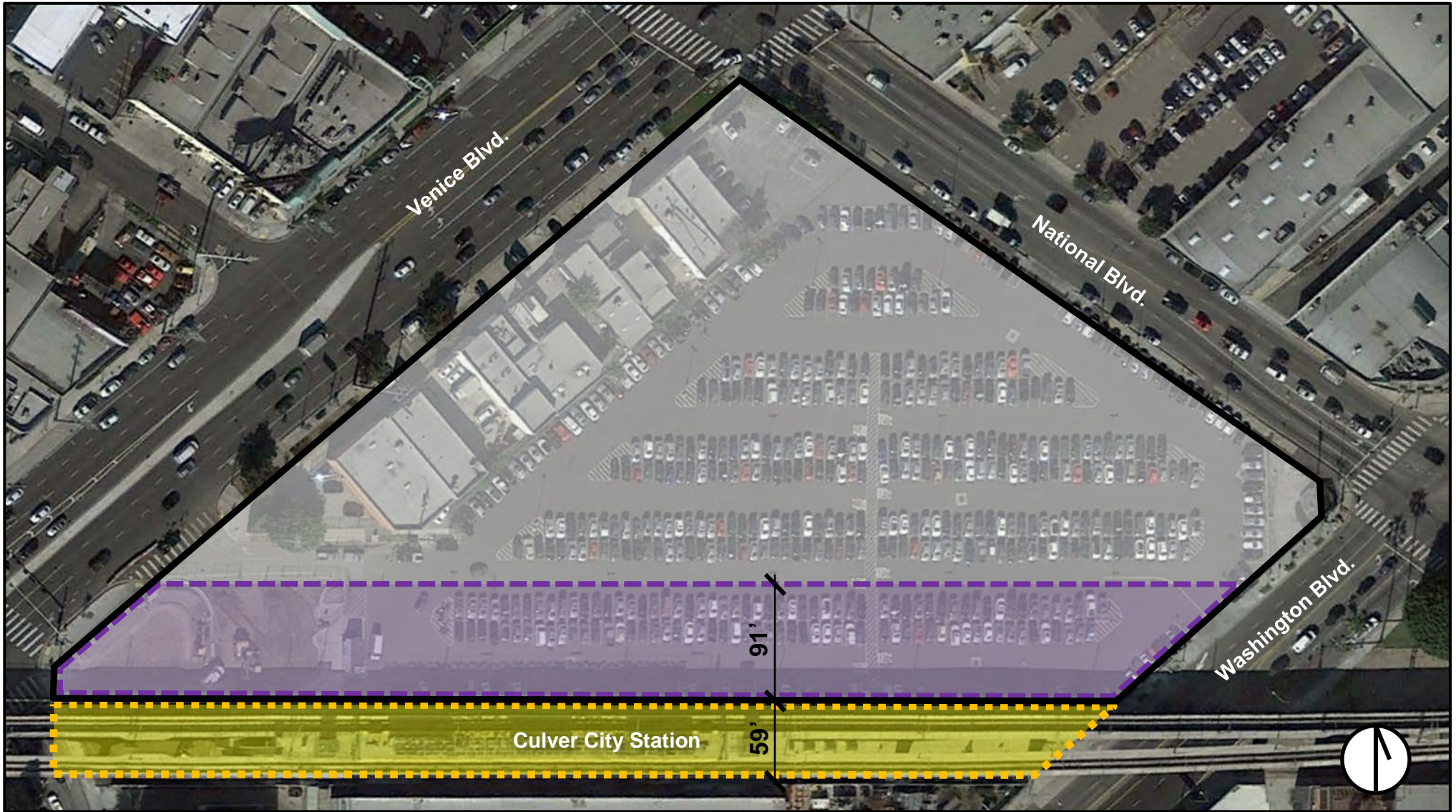
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Chief Executive Officer

Attachment A Site Map



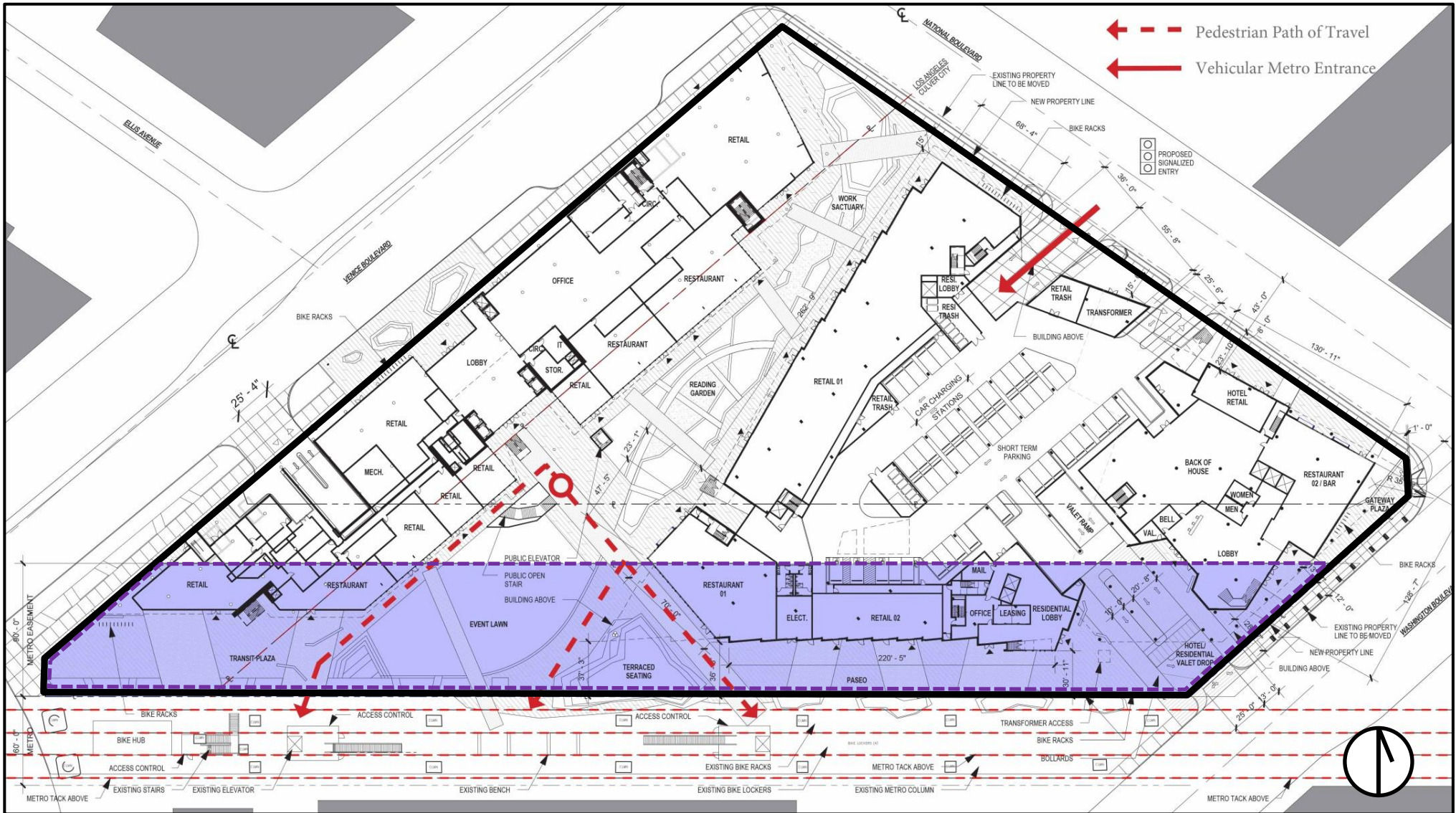
 Project Site

 LACMTA Easement Area

 Station Parcel

Attachment B

Project Site Plan and Renderings



 Project Site

 LACMTA Easement Area

Attachment B (cont'd)
Project Site Plan and Renderings

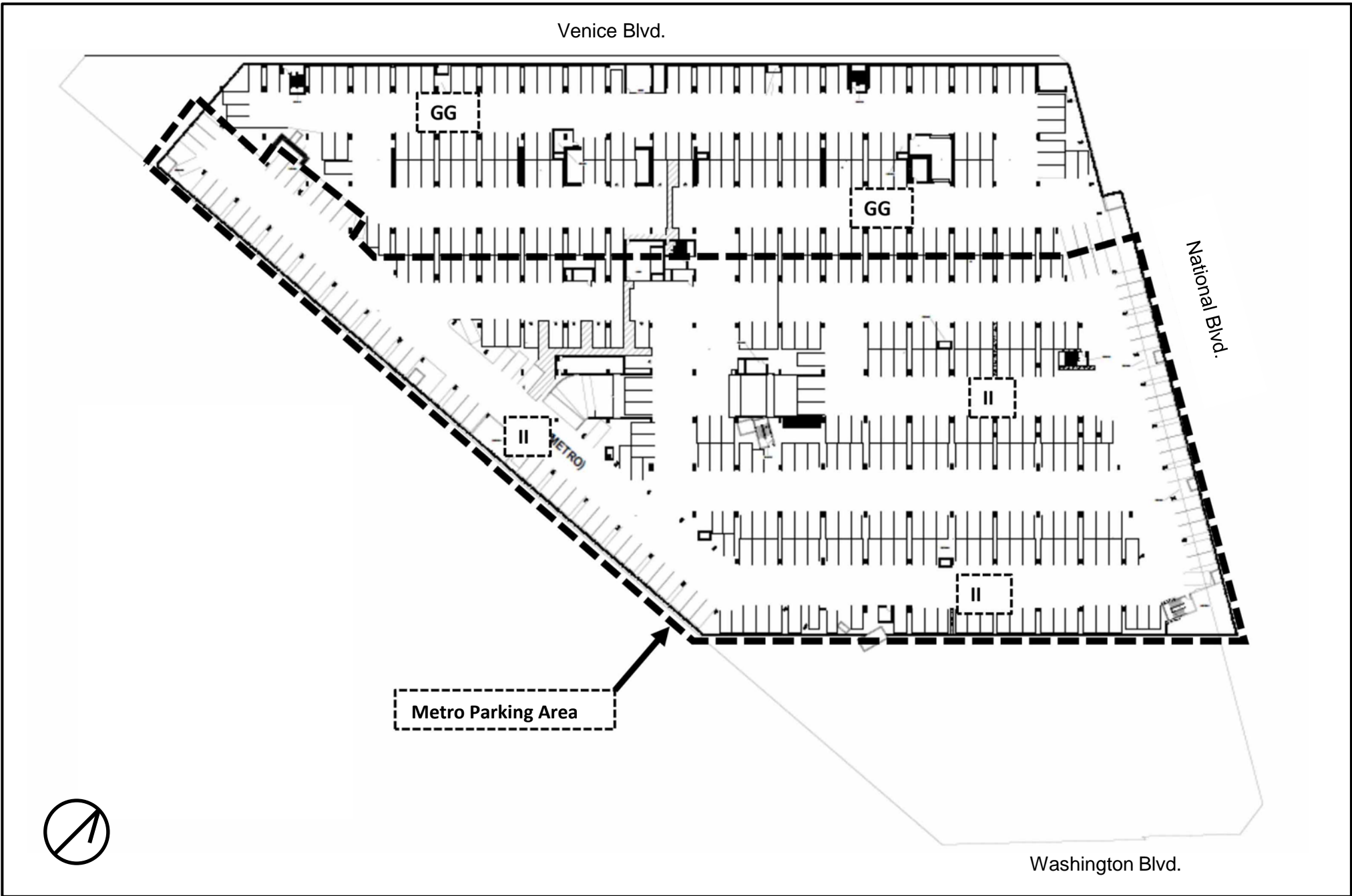


Aerial



Transit Plaza

Attachment C
Metro Parking Area (P-3 Level)



**SUMMARY OF KEY TERMS AND CONDITIONS
OF PERPETUAL EASEMENT AGREEMENT AND RECIPROCAL EASEMENT AGREEMENT
FOR THE IVY STATION PROJECT AT THE CULVER CITY STATION**

DATED: OCTOBER 20, 2016

GENERAL DESCRIPTION

- OPTION AGREEMENT:** There is an existing Option Agreement for Perpetual Easement dated as of September 29, 2011, among the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”), the City of Culver City (“**City**”), and the Culver City Redevelopment Agency (the “**Former Agency**”), recorded on October 3, 2011 in the Official Records of Los Angeles County, California as Instrument No. 20111337175 (the “**Option Agreement**”). Under the Option Agreement, LACMTA granted to the City and the Former Agency an option to acquire a perpetual easement over the LACMTA Easement Area (as defined below) on the terms and conditions set forth in the Option Agreement. The Project has evolved and different rights are being requested which requires staff to return to the Board for approval of the transaction described herein.
- PARTIES:** The parties to the Perpetual Easement Agreement (the “**Easement Agreement**”) are LACMTA, a California county transportation authority existing under the authority of the California Public Utilities Code, and the City, a municipal corporation and charter city of the State of California.
- The parties to the Reciprocal Easement Agreement and Declaration of Covenants, Conditions and Restrictions (the “**REA**”) are LACMTA, the City, and the Successor Agency to the Former Agency (“**Successor Agency**”). The City and Successor Agency will assign their rights and obligations under the REA immediately to Culver Station LLC, a Delaware limited liability company (“**Developer**”), an affiliate of Lowe Enterprises Real Estate Group.
- PROJECT SITE:** The Project site is bounded by Washington Boulevard to southeast, National Boulevard to the northeast, Venice Boulevard to the northwest, and the Metro Expo Line right-of-way to the south and is located within both the City of Culver City and the City of Los Angeles (the “**Project Site**”). The total developable area of the Project Site is 5.53 acres and includes 1.67 acres of

Metro right-of-way (the "**LACMTA Easement Area**"). The City and Successor Agency own the balance of the Project Site. The LACMTA Easement Area consists of the northerly ninety-one feet (91') of the one hundred fifty foot (150') LACMTA right-of-way (the "**LACMTA Parcel**") and excludes the southerly fifty-nine feet (59') of the LACMTA Parcel (the "**Station Parcel**") which houses the Metro Culver City Station (the "**Station**") and Metro Expo Line. The Project Site is further depicted in Attachment A to the Board report.

PROPOSED PROJECT:

The proposed Ivy Station development project (the "**Project**") will be constructed on the Project Site by Developer, or another development entity created by Developer, at Developer's or such entity's sole cost and expense. The Project will include approximately 148 hotel rooms, approximately 200 residential units, approximately 197,000 square feet of office use, approximately 57,800 square feet of retail and restaurant use, and approximately 1480 parking spaces in a three-level subterranean structure ("**Parking Structure**"), including 300 dedicated LACMTA parking spaces as further described herein, plus approximately 50 surface parking spaces, 8 of which will be dedicated LACMTA park-and-ride spaces. The Project will also include approximately 100,000 square feet of outdoor open space accessible to the public.

A site plan and renderings detailing the proposed Project are included as Attachment B to the Board report and are subject to modification and revision as set forth herein.

PHASED DEVELOPMENT:

The Project is anticipated to be constructed in a single phase.

GENERAL CONDITIONS

DEVELOPMENT

ENTITLEMENTS AND OTHER

LEGAL REQUIREMENTS:

Developer has, at its sole cost and expense, obtained all required entitlements for the Project from the City of Culver City and the City of Los Angeles. On March 28, 2016, Culver City's City Council adopted the final ordinance to conditionally approve Tentative Tract Map No. 73978 (the "**TTM**"), Comprehensive Plan (the "**Comprehensive Plan**") P2015-0141-CP, and Height Exception (the "**Height Exception**") P2015-0141-HTEX, for the Project. In addition to this, Culver City adopted a Mitigated Negative Declaration (the "**MND**") for the Project, in compliance

with the California Environmental Quality Act (“**CEQA**”). On July 15, 2016, the City of Los Angeles Planning Department issued an approval for Site Plan Review, Conditional Use Permits, and Zoning Administrator Determination for the Project. On October 11, 2016, Developer received approval from the Los Angeles City Council for a General Plan Amendment and the Zone Change/Height District Change. The REA and Easement Agreement will require Developer to comply with all conditions of approval to such land use entitlements, and all zoning and planning requirements and other legal requirements related to the development, construction, and operation of the Project. Prior to entering into the Easement Agreement and REA, the LACMTA Board will need to make the requisite findings based on the MND as a responsible agency pursuant to CEQA requirements.

AS-IS CONDITION: The easement over the LACMTA Easement Area is being granted to the City under the Easement Agreement in its as-is condition, without any warranty by LACMTA.

CLOSING: The Parties contemplate a single Closing, which will occur upon satisfaction or waiver by the appropriate party of all the Closing Conditions under the Option Agreement. At Closing, City and LACMTA will enter into the Easement Agreement, City, Successor Agency and LACMTA will enter into the REA, and the City and Successor Agency will transfer to Developer their respective fee interests in the Project Site and assign to Developer their interests under the Easement Agreement and REA, including the easement over the LACMTA Easement Area.

REPLACEMENT SPACES: As part of the closing, the License Agreement for Use, Operation, Maintenance and Repair of Temporary Parking Spaces executed on September 29, 2011 by and between LACMTA and the City (“**Temporary Parking License Agreement**”), shall be modified to include a license for LACMTA to use two hundred thirty-five (235) dedicated self-park parking spaces (“**Replacement Spaces**”), with no valet services required, and with no less than the existing ratio of standard stalls and compact stalls in the City’s Ince parking garage located at 9099 Ince Boulevard in Culver City (“**Ince Garage**”) at no cost to LACMTA, for the purpose of replacing parking spaces dedicated for LACMTA parking during construction of the Project. The Replacement Spaces shall be accessible 24 hours per day, seven days per week, without limitation. The Replacement Spaces shall be available for the

duration of the Project construction and until such time as the LACMTA Parking is made available.

TIEBACK EASEMENT:

In consideration for Developer being responsible for the cost to fabricate and maintain Transit Signage, LACMTA shall provide a Tieback Easement through a separate agreement in favor of the Developer who shall be responsible for the engineering and design, installation, tensioning and de-tensioning of the tiebacks and excavation shoring plan, as determined by Developer's general contractor subject to review and approval by LACMTA.

**REIMBURSEMENT
AGREEMENT:**

Pursuant to a separate Adjacent Development Funding Agreement, Developer will reimburse LACMTA for its reasonable costs incurred in connection with the Project, including, without limitation, reviewing plans and monitoring the construction of the Project. In addition, Developer will also reimburse LACMTA for its reasonable consulting costs and legal fees incurred in connection with this transaction.

KEY PERPETUAL EASEMENT TERMS:

GENERAL:

Consistent with the intent of the Option Agreement and after LACMTA Board approval and City and Developer acceptance of this Summary of Key Terms and Conditions, City and/or Developer has met all Conditions Precedent in the Option Agreement as further defined herein, Developer has met all CEQA requirements, and the LACMTA Board has made the requisite findings as a responsible agency pursuant to CEQA requirements, and the execution and delivery of the REA, LACMTA, and the City will enter into the Easement Agreement containing terms and conditions that are substantially consistent with those set forth in this Summary of Key Terms and Conditions, subject to any modifications as directed by the LACMTA Board.

GRANT OF EASEMENT:

LACMTA shall grant to City a perpetual easement on, under, and above the LACMTA Easement Area to construct, use, operate, maintain, repair and/or reconstruct parking uses, transit plaza uses, and residential and commercial uses of up to 100,000 square feet (excluding parking uses), of which not more than 10,000 square feet may be in the below grade portion of the LACMTA Easement Area.

TERM: The Easement Agreement shall be effective upon execution by LACMTA and the City and the grant of easement and all of the covenants contained within shall continue in full force in perpetuity subject to certain rights and remedies of LACMTA described below.

REMEDIES: If the Developer fails to complete the initial construction of the LACMTA Parking, LACMTA is entitled to certain remedies as more particularly described in the Easement Agreement and REA, which may result in termination of the Easement Agreement. If the Easement Agreement terminates at such time, the Option Agreement will be automatically reinstated as described in the Easement Agreement.

Further, if the Project is constructed by Developer but Developer fails to restore the LACMTA Parking within a negotiated period after a casualty event, LACMTA will be entitled to certain remedies as more particularly described in the Easement Agreement and REA, which may result in termination of the Easement Agreement. If the Easement Agreement terminates at such time, the Option Agreement may be reinstated as described in the Easement Agreement and REA so that the City will have the right, within an agreed period, to bring a new developer to the Project and obtain a replacement easement to allow the new project to proceed on similar terms to the existing Easement Agreement.

NON-PEAK PARKING During the first year of LACMTA Parking operation and thereafter, LACMTA will determine, in good faith, and notify the City for the upcoming year how many LACMTA Parking spaces, if any, may be available for use by City during “non-peak” hours on a seasonal basis. Based on LACMTA’s determination of available spaces, the City may submit a proposal for LACMTA’s consideration on the use by the City of such spaces during such non-peak hours, including proposed terms for any revenue sharing, vacation of such spaces each night by the recommencement of transit services at the Station the next morning, and other terms relating to such use by the City. LACMTA will consider any such proposal in its reasonable discretion, and if approved by LACMTA, such terms will be incorporated into a separate License Agreement between LACMTA and the City, and subject to certain terms in the REA that will be applicable only if LACMTA enters such License Agreement with the City. Notwithstanding the above, the City may

submit a proposal in the first year of operation for LACMTA consideration subject to the availability of sufficient data to determine non-peak hours and available spaces at LACMTA's sole and absolute discretion.

During the period that the Station is being operated for transit purposes, if LACMTA receives a proposal for the use of some of the LACMTA Parking from one or more third parties (other than the City) and if LACMTA is willing to accept such proposal, then prior to accepting such proposal LACMTA will first notify the City of such proposal and give the City 15 days to respond to LACMTA that the City wishes to match the terms of such proposal and use such LACMTA Parking spaces on the same terms. If the City timely accepts the terms of such proposal, then LACMTA will enter into a license with the City on such terms. If the City fails to timely accept the proposal, then LACMTA may provide for the use of the LACMTA Parking spaces by such third party.

During any period in which the Station is not being operated for transit purposes, LACMTA may provide for the use of the LACMTA Parking spaces by any third party without any limitation, provided that LACMTA shall still consider, in LACMTA's reasonable discretion, any City proposal for non-peak hour use of such LACMTA Parking spaces (i.e., when the parking is available for uses other than use by LACMTA or its permittees).

CONDITIONS TO CLOSING:

The following conditions precedent ("**Conditions Precedent**") shall be satisfied (or waived by LACMTA) prior to executing the Easement Agreement: (a) Construction drawings for the Project, as further defined in the Easement Agreement, shall have been 100% completed and approved by any governmental agency having jurisdiction thereof and by LACMTA; (b) all permits and approvals required by any governmental agency having jurisdiction thereof, as further defined in the Easement Agreement, shall have been obtained and the Developer shall have complied with, or shall have caused compliance with all applicable laws, rules and regulations, including, without limitation, full compliance with CEQA; (c) Developer shall have provided LACMTA with reasonably satisfactory evidence that the Developer has sufficient funding in place to pay for the cost of construction and completion of the Parking Structure (including the Shoring Wall); (d) the City, Successor Agency and Developer shall have executed the REA subject to the terms and conditions described below concurrently with the Easement Agreement; (e) the City shall have exercised in

writing the option to acquire the Easement as set forth in the Option Agreement (to be delivered concurrently with Closing); (f) the City shall have, concurrently with its execution and delivery of the Easement Agreement and the REA conveyed title to all parcels in the Project Site owned by it to Developer; and (g) the Successor Agency shall have, concurrently with its execution and delivery of the REA conveyed title to all parcels in the Project Site owned by it to Developer.

KEY RECIPROCAL EASEMENT AGREEMENT TERMS:

GENERAL:

Consistent with the intent of the Option Agreement, and after LACMTA Board approval and City and Developer acceptance of this Summary of Key Terms and Conditions, City and/or Developer has met all Conditions Precedent in the Option Agreement as further defined herein, Developer has met all CEQA requirements, and the LACMTA Board has made the requisite findings as a responsible agency pursuant to CEQA requirements, LACMTA, the City and Successor Agency will enter into the REA, with Developer concurrence, containing terms and conditions that are substantially consistent with those set forth in this Summary of Key Terms and Conditions, subject to any modifications as directed by the LACMTA Board.

Under the REA, LACMTA shall grant to Developer a set of easements for the use of the LACMTA Easement Area for the construction of the Parking Structure, the Hotel, Apartments, Office and Retail uses.

LACMTA PARKING AND PICK-UP/DROP-OFF:

In consideration of rights granted by LACMTA in the Easement Agreement, under the REA, LACMTA shall be provided, at no cost of LACMTA, with a permanent right to use 300 dedicated self-park parking stalls on the P-3 level of the subterranean parking structure of the Project with gated access control (the "**LACMTA Parking**"). In addition, LACMTA shall be provided by easement eight (8) dedicated self-park parking stalls, three (3) of which shall have electric vehicle charging stations installed, in the at-grade short term surface parking lot to support LACMTA's Clean Mobility Center at the Station (the "**CMC Parking**"). The LACMTA Parking and CMC Parking shall be accessible 24 hours per day, seven days per week, without limitation. The short-term surface parking lot shall also include a LACMTA pick-up and drop-off zone. Developer shall pay for the premium for an ALTA title insurance

policy insuring LACMTA's ownership interest in the easements granted to LACMTA under the REA.

LACMTA RIGHTS:

LACMTA will have full rights to the use of and revenues from the LACMTA Parking under the terms set forth in the REA. The Parking Owner shall grant LACMTA a non-exclusive easement: a) in, on, over, across and through certain Vehicular Ways in the Parking Structure for vehicular ingress, egress and passage to, from and between the LACMTA Parking and Parking Structure entrances, and b) in, on, over, across and through certain Parking Structure Pedestrian Ways and Parking Structure Vertical Transportation Elements for pedestrian ingress, egress and passage to, from and between the LACMTA Parking, At Grade Pedestrian Ways and the Station, such areas which shall be accessible 24 hours per day, seven days per week without limitation.

LACMTA rights under the REA are not dependent on the operation of rail or other transit service at the Station and LACMTA shall retain parking rights in Parking Structure, and in, on, over, across and through Parking Structure entrances, Parking Structure Pedestrian Ways and Parking Structure Vertical Transportation Elements.

TRANSIT PROXIMITY RISK:

Developer will waive, release and indemnify LACMTA, City and the Successor Agency from claims from Developer, contractors, users and/or occupants of the Project arising from their adjacency and proximity to the Station and Metro Expo Line and the public transit uses conducted thereon by LACMTA, including any disturbance, inconvenience, annoyance and nuisance associated with or related to (a) the construction, operation, use, repair, maintenance, replacement or reconstruction on or of transit facilities, (b) the operation of public transit service, (c) the activities of LACMTA's patrons, employees, contractors, consultants, or agents in and around the Station and transit facilities, including vehicle exhaust, noise, vibration, odor, and lighting from the Station Parcel (collectively, the "**Transit Proximity Risks**").

RETAINED RIGHTS:

LACMTA reserves the right to install, construct, inspect, operate, maintain, repair, use, add and replace all transit- or LACMTA-related improvements, structures, vehicles, equipment, fixtures, and furnishings now existing or hereafter located in, on, under and/or adjacent to, or passing through the Station Parcel and/or the Station. LACMTA does not give Developer or its successors

any rights to control, impact or otherwise affect the use or operation of the Station Parcel (other than in the landscape easement area described below) or the Expo Line Rail improvements.

**PARKING OPERATION
AND MAINTENANCE:**

Developer shall be responsible for developing, constructing, operating, maintaining and repairing LACMTA Parking. LACMTA shall have no responsibility for such costs.

LACMTA shall have rights to approve the LACMTA Parking operator and the parking operations agreement with respect to LACMTA's interest in the LACMTA Parking. LACMTA specifications for parking control shall be included in the Parking Structure software/operations and LACMTA shall have the right to review and approve the parking control equipment with regard to compatibility with LACMTA's established plan for access and revenue collection. The LACMTA Parking shall be maintained in a condition consistent with the best other facilities owned by LACMTA and LACMTA shall have self-help rights after 30-days if Parking Structure is not repaired, notwithstanding that parking control equipment shall be repaired within four (4) hours of a reported breakdown and the Parking Structure operator must provide personnel to manually control access to the LACMTA Parking during any equipment failure.

The Developer shall provide, or cause to be provided, monthly revenue reconciliation to LACMTA for all revenue from the LACMTA Parking and LACMTA shall have the right to audit parking revenue collection records pertaining to the LACMTA Parking.

SIGNAGE:

The Developer shall be responsible for the fabrication, installation and maintenance of directional, way-finding, information, transit station identification and transit facility identification signs throughout and along the perimeter of the Project Site (the "**Transit Signage**") for purposes of directing LACMTA patrons to, from and between the public transit facilities (including the Station and LACMTA Parking) and the public streets, sidewalks and rights of way. The Developer's obligations with respect to signage on the LACMTA Parcel is limited to the LACMTA Easement Area. LACMTA shall have rights to review and approve location and content of Transit Signage.

LANDSCAPE EASEMENTS: LACMTA shall grant the Developer easements within the LACMTA Station Parcel to allow for landscaping and planters to enhance integration of the Project with the Station. The improvements shall not interfere with LACMTA or emergency vehicle access to the Station and shall be installed and maintained by the Developer at its cost.

CONSTRUCTION: The wall of the Parking Structure along the southern edge of the LACMTA Easement Area will include, at no cost to LACMTA, a shoring wall system for purposes of protecting the Station and the Metro Expo Line right-of-way from adverse impacts such as weakening of subjacent support due to excavation for and the construction of the Parking Structure (the “**Shoring Wall**”). Design drawings and plans for the Parking Structure (including the Shoring Wall), including a construction work plan, shall be submitted to and approved by LACMTA prior to and as a condition to LACMTA’s entry into the Easement Agreement and REA.

Any construction work done for the Project in the LACMTA Easement Area must be in compliance with any applicable LACMTA work rules, track allocation procedure and permit process and LACMTA shall have the right to monitor and oversee construction of the Project including the Shoring Wall and Parking Structure to ensure LACMTA’s infrastructure and operations are not compromised. LACMTA shall be entitled to injunctive relief immediately halting construction of the Parking Structure and any other improvements on the LACMTA Easement Area in the event that LACMTA infrastructure or operations are compromised at LACMTA’s sole and absolute discretion.



**ATTACHMENT C
MITIGATION MONITORING PROGRAM**

The following environmental mitigation measures shall be incorporated into the project development as conditions of approval. The project applicant shall secure a signed verification for each of the mitigation measures which indicate that mitigation measures have been complied with and implemented, and fulfills the City environmental and other requirements (Public Resources Code Section 21081.6.). Final clearance shall require all applicable verification as included in the following table. The City of Culver City will have primary responsibility for monitoring and reporting the implementation of the mitigation measures unless otherwise determined appropriate per consultation with the City of Los Angeles. The mitigation measures have been identified by impact category and numbered for ease of reference.

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<p><u>AESTHETICS</u></p> <p>AES-1: All landscaped areas shall be maintained in accordance with a landscape plan, including an automatic irrigation plan, prepared by a licensed landscape architect in accordance with LAMC Sections 12.40 and 12.41. The final landscape plan shall be reviewed and approved by the City of Los Angeles Department of City Planning during the building permit process. (City of Los Angeles MM I-10: Landscape Plan).</p> <p>AES-2: Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above. (City of Los Angeles MM I-120: Light)</p> <p>AES-3: The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat. City of Los Angeles MM I-130: Glare)</p>	Condition of Approval	Plan Check Notes and Field Inspections	Prior to Building Permits	Los Angeles Department of City Planning, Building and Safety; Culver City Planning, Building Safety Division

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<u>AIR QUALITY</u>				
AIR-1: Open trash receptacles shall be located a minimum of 50 feet from the property line of any residential zone or use. Trash receptacles located within an enclosed building or structure shall not be required to observe this minimum buffer. (City of Los Angeles MM III-60: Commercial Trash Receptacles)	Condition of Approval	Plan Check Note and Field Inspections	Prior to Certificate of Occupancy Permits	Los Angeles Department of Building and Safety; Culver City Building Safety Division
<u>BIOLOGICAL RESOURCES</u>				
<p>BIO-1: The Applicant shall be responsible for the implementation of mitigation to reduce impacts to migratory and/or nesting bird species to below a level of significance through one of two ways. Vegetation removal activities shall be scheduled outside the nesting season which runs from February 15 to August 31 to avoid potential impacts to nesting birds. This would insure that no active nests are disturbed.</p> <p>Any construction activities that occur during the nesting season shall require that all suitable habitat be thoroughly surveyed for the presence of nesting birds by a qualified biologist, retained by the Applicant as approved by the City of Culver City, before commencement of clearing and prior to grading permit issuance. The survey shall be conducted within 72 hours prior to the start of construction. A copy of the pre-construction survey shall be submitted to the City. If any active nests are detected, a buffer of at least 300 feet (500 feet for raptors) shall be delineated, flagged, and avoided until the qualified biological monitor has verified that the young have fledged or the nest has otherwise become inactive.</p> <p>If the biologist determines that a narrower buffer between the project activities and observed active nests is warranted, he/she should submit a written explanation as to why (e.g., species-specific information; ambient conditions and birds' habituation to them; and the terrain, vegetation, and birds' lines of sight between the project activities and the nest and foraging areas) to the City of Culver City and, upon request, the</p>	Condition of Approval	Plan Check Notes and Field Inspections	Prior to Demolition, Grading and Building Permits	Los Angeles Department of Building and Safety, Public Works; Culver City Planning

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<p>California Department of Fish and Wildlife Service. Based on the submitted information, the City of Culver City (and the Department, if the Department requests) shall determine whether to allow a narrower buffer.</p> <p>BIO-2: Removal of trees in the public right-of-way requires approval by the Board of Public Works. The required Tree Report shall include the location, size, type, and condition of all existing trees in the adjacent public right-of-way and shall be submitted for review and approval by the Urban Forestry Division of the Bureau of Street Services, Department of Public Works (213-847-3077). The plan shall contain measures recommended by the tree expert for the preservation of as many trees as possible. Mitigation measures such as replacement by a minimum of 24-inch box trees in the parkway and on the site, on a 1:1 basis, shall be required for the unavoidable loss of significant (8-inch or greater trunk diameter, or cumulative trunk diameter if multi-trunked, as measured 54 inches above the ground) trees in the public right-of-way. All trees in the public right-of-way shall be provided per the current Urban Forestry Division standards. (City of Los Angeles MM IV-90: Tree Removal – Public Right-of-Way)</p>				
<p><u>CULTURAL RESOURCES</u></p> <p>CULT-1: The Applicant shall retain a qualified archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards to oversee an archaeological monitor who shall be present during construction excavations such as demolition, clearing/grubbing, grading, trenching, or any other construction excavation activity associated with the project. The frequency of monitoring shall be based on the rate of excavation and grading activities, proximity to known archaeological resources, the materials being excavated (younger alluvium vs. older alluvium), and the depth of excavation, and if found, the abundance and type of archaeological resources encountered. Monitoring may be adjusted, or ceased entirely, as determined appropriate by the archaeological monitor.</p>	Condition of Approval	Plan Check Notes and Field Inspections	Prior to Grading Permit and Building Permit and On-Going during Construction	Los Angeles Department of Building and Safety; Culver City Building Safety Division, Building Safety Inspector, Public Works, Engineering and Planning Division

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<p>CULT-2: In the event that archaeological resources are unearthed, ground-disturbing activities shall be halted or diverted away from the vicinity of the find so that the find can be evaluated. A buffer area of at least 25 feet shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by a qualified archaeologist. The Applicant shall coordinate with the archaeologist to develop an appropriate treatment plan for the resources. In preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any archaeological material collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be donated to a local school or historical society in the area for educational purposes.</p> <p>CULT-3: The archaeological monitor shall prepare a final report and appropriate California Department of Parks and Recreation Site Forms at the conclusion of archaeological monitoring. The report shall include a description of resources unearthed, if any, treatment of the resources, results of the artifact processing, analysis, and research, and evaluation of the resources with respect to the California Register of Historical Resources. The report and the Site Forms shall be submitted by the Applicant to Culver City, the City of Los Angeles, the South Central Coastal Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.</p>				

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<p>CULT-4: A qualified Paleontologist shall be retained to develop and implement a paleontological monitoring program for construction excavations that would encounter older Quaternary alluvium. The Paleontologist shall attend a pre-grading/excavation meeting to discuss a paleontological monitoring program. A qualified paleontologist is defined as a paleontologist meeting the criteria established by the Society for Vertebrate Paleontology. The qualified Paleontologist shall supervise a paleontological monitor who shall be present at such times as required by the Paleontologist during construction excavations into older Quaternary alluvium. Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. The frequency of monitoring inspections shall be determined by the Paleontologist and shall be based on the rate of excavation and grading activities, the materials being excavated, and the depth of excavation, and if found, the abundance and type of fossils encountered. Full-time monitoring can be reduced to part-time inspections, or ceased entirely, if determined adequate by the paleontological monitor.</p> <p>CULT-5: If a potential fossil is found, the paleontological monitor shall be allowed to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of the discovery. A buffer area of at least 25 feet shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. At the Paleontologist's discretion, and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing and evaluation. If preservation in place is not feasible, the paleontologist shall implement a paleontological salvage program to remove the resources from the project site. Any fossils encountered and recovered shall be prepared to the point of</p>				

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<p>identification and catalogued before they are submitted to their final repository. Any fossils collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County, if such an institution agrees to accept the fossils. If no institution accepts the fossil collection, they shall be donated to a local school in the area for educational purposes. Accompanying notes, maps, and photographs shall also be filed at the repository and/or school.</p> <p>CULT-6: The paleontologist shall prepare a report summarizing the results of the monitoring and salvaging efforts, the methodology used in these efforts, as well as a description of the fossils collected and their significance. The report shall be submitted by the Applicant to the lead agency and the Natural History Museum of Los Angeles County, and other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.</p> <p>CULT-7: If human remains are encountered unexpectedly during implementation of the project, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation</p>				

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<p>may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.</p> <p>Whenever the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance.</p>				
<p><u>Geology and Soils</u></p> <p>GEO-1: Site-specific structural and seismic design parameters and recommendations for foundations, retaining walls/shoring, and excavation shall be implemented per the project's Final Geotechnical Engineering Investigation, subject to review and approval by Culver City Building Safety Division and/or Los Angeles Department of Building and Safety, as necessary.</p> <p>GEO-2: The applicant shall provide a staked signage at the site with a minimum of 3-inch lettering containing contact information for the</p>	Condition of Approval	Plan Check Notes and Field Inspections	Prior to Grading and Building Permits and a Foundation Plan	Los Angeles Department of Building and Safety; Culver City Building Safety Division and Building Safety Inspector

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<p>Senior Street Use Inspector (Department of Public Works), the Senior Grading Inspector (LADBS) and the hauling or general contractor. (City of Los Angeles MM VI-20: Erosion/Grading/Short-Term Construction Impacts)</p> <p>GEO-3: A deputy grading inspector shall be on-site during grading operations, at the owner's expense, to verify compliance with these conditions. The deputy inspector shall report weekly to the Department of Building and Safety (LADBS); however, they shall immediately notify LADBS if any conditions are violated.</p> <p>"Silt fencing" supported by hay bales and/or sand bags shall be installed based upon the final evaluation and approval of the deputy inspector to minimize water and/or soil from going through the chain link fencing potentially resulting in silt washing off-site and creating mud accumulation impacts.</p> <p>"Orange fencing" shall not be permitted as a protective barrier from the secondary impacts normally associated with grading activities.</p> <p>Movement and removal of approved fencing shall not occur without prior approval by LADBS. (City of Los Angeles MM VI-40: Grading/20,00- Cubic Yards, or 60,000 Square feet of Surface Area or Greater)</p>				
<p>Greenhouse Gases</p> <p>GHG-1: Low- and non-VOC containing paints, sealants, adhesives, solvents, asphalt primer, and architectural coatings (where used), or pre-fabricated architectural panels shall be used in the construction of the Project to reduce VOC emissions to the maximum extent practicable. (City of Los Angeles MM VII-10: Greenhouse Gases).</p>	Condition of Approval	Plan Check Notes and Field Inspection	Prior to Building Permit	Los Angeles Department of Building and Safety; Culver City Building Safety Division and Building Safety Inspector

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<u>Hazards and Hazardous Materials</u>				
<p>HAZ-1: Prior to the issuance of a use of land or building permit, or issuance of a change of occupancy, the applicant shall obtain approval from the Fire Department and the Department of Public Works, for the transport, creation, use, containment, treatment, and disposal of the hazardous material(s).</p> <p>Approved plans for the transport, creation, use, containment, treatment, and disposal of the hazardous material(s) shall be submitted to the decision-maker for retention in the case file. (City of Los Angeles MM VIII-60: Hazards and Hazardous Materials).</p> <p>HAZ-2: If the LARWQCB issues a case closure determination upon completion of the work outlined in the Draft Workplan for impacted soils at the 8801 Washington Boulevard site in accordance with Low Threat Case Closure Criteria, a Soils Management Plan (SMP) shall be prepared if to address the proper handling of soils that contain hydrocarbons at levels below the case closure criteria during construction activities. The SMP shall include procedures for handling, transportation, disposal, onsite controls, and Personal Protective Equipment (PPE) requirements for contractors. Soil that would be excavated in order to construct the underground parking shall be monitored in accordance with the SMP as well as regulations of the South Coast Air Quality Management District (SCAQMD). Impacted soil, if encountered, shall be segregated into stockpiles, which would be transported to an offsite facility for proper disposal. The stockpile(s) shall be tested in accordance with the requirements of the disposal facility.</p> <p>HAZ-3: If the LARWQCB determines that the subsurface soils characterization results of the Draft Workplan for impacted soils at the 8801 Washington Boulevard site do not meet the Low Threat Case Closure Criteria, the project applicant shall prepare a Soil Remediation Plan for review and approval by the LARWQCB. The</p>	Condition of Approval	Plan Check Notes and Field Inspection	Prior to Grading Permit and Building Permit and On-Going during Construction	Los Angeles Department of Building and Safety, Public Works, and Fire Department; Culver City Building Safety Division; Building Safety Inspector; Fire Prevention; Fire Inspector; Planning Division

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<p>plan would include measures to remove and/or treat/remediate the impacted soils to a level determined acceptable per applicable regulatory standards, under supervision of a certified environmental consultant licensed to oversee such remediation. Upon completion of the Soil Remediation Plan, the project applicant shall contact the LARWQCB to obtain a closure letter that states no further soils testing or remediation is required on the project site.</p> <p>HAZ-4: Prior to the issuance of any permit for the demolition or alteration of the existing on-site buildings, a comprehensive asbestos-containing materials (ACMs) survey of the buildings shall be performed. If no ACMs are found, the Applicant shall provide a letter to the Culver City Building Safety Division and/or Los Angeles Department of Building and Safety, as necessary, from a qualified asbestos abatement consultant indicating that no Asbestos-Containing Materials (ACMs) are present in the on-site buildings. If ACMs are found to be present, they shall be abated in compliance with the South Coast Air Quality Management District's Rule 1403 as well as all other applicable State and Federal rules and regulations.</p> <p>HAZ-5: Prior to issuance of any permit for the demolition or alteration of the existing structure(s), a comprehensive lead-based paint (LBP) materials survey shall be performed to the written satisfaction of the Culver City Building Safety Division and/or Los Angeles Department of Building and Safety, as necessary. Should LBP materials be identified, standard handling and disposal practices shall be implemented pursuant to OSHA regulations.</p>				
<u>Hydrology and Water Quality</u>				
<p>WQ-1: If dewatering activities occur on-site during future redevelopment, samples shall be obtained from the water and analyzed for volatile organic compounds (VOCs) and oxygenates to ensure that they do not exceed applicable discharge requirements. Should the samples exceed VOC, oxygenates or any other applicable</p>	Condition of Approval	Plan Check Notes and Field Inspections	On-Going During Construction	Los Angeles Department of Building and Safety; Culver City Planning, Public Works, and Building

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discharge requirement, a dewatering plan shall be prepared by the Project Applicant for submittal to the Los Angeles Regional Water Quality Control Board (LARWQCB) and other appropriate agencies determined appropriate in consultation with the LARWQCB for review and approval. The plan shall include but not be limited to sampling of groundwater that may be contaminated; and treatment and disposal of contaminated groundwater in compliance with applicable regulatory requirements. Written verification from the LARWQCB of approval of a dewatering plan completion shall be submitted to the City of Culver City Department of Planning and Public Works prior to issuance of grading permit.				Safety Division
Noise NOISE-1: An acoustical analysis of the architectural plans of the proposed buildings shall be prepared by a qualified acoustical engineer, prior to issuance of building permits, to ensure that the building construction (i.e., exterior wall, window, and door) would provide adequate sound insulation to meet the acceptable interior noise level of 45 dBA CNEL.	Condition of Approval	Plan Check Notes and Field Inspection	Prior to Building Permit	Los Angeles Department of Building and Safety; Culver City Building Safety Division; Building Safety Inspector; Planning Division
Public Services PS-1: Construction Traffic Management Plan – A Construction Traffic Management Plan shall be developed by the project contractor in consultation with the project's traffic and/or civil engineer and approved by the City of Culver City City Engineer and Planning Manager and the City of Los Angeles Department of Public Works prior to issuance of any project demolition, grading or excavation permit. The Construction Traffic Management Plan shall also be reviewed and approved by the Cities Fire and Police Departments. The Culver City City Engineer and Planning Manager reserve the right to reject any engineer at any time and to require that the Plan be prepared by a different engineer. The construction management plan shall include, at a	Condition of Approval	Plan Check Notes and Field Inspection	Prior to Demolition, Grading and Building Permits and On-Going during Construction	Los Angeles Department of Building and Safety, Public Works, Fire and Police Departments; Culver City Planning, Public Works, Fire and Police Departments

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<p>minimum, the following:</p> <ul style="list-style-type: none"> ▪ The name and telephone number of a contact person who can be reached 24 hours a day regarding construction traffic complaints or emergency situations; ▪ An up-to-date list of local police, fire, and emergency response organizations and procedures for the continuous coordination of construction activity, potential delays, and any alerts related to unanticipated road conditions or delays, with local police, fire, and emergency response agencies. Coordination shall include the assessment of any alternative access routes that might be required through the site, and maps showing access to and within the site and to adjacent properties; ▪ Procedures for the training and certification of the flag persons used in implementation of the Construction Traffic Management Plan; ▪ The location, times, and estimated duration of any roadway closures, traffic detours, use of protective devices, warning signs, and staging or queuing areas; ▪ Identify the locations of the off-site truck parking and staging and provide measures to ensure that trucks use the specified haul route, and do not travel through nearby residential neighborhoods or schools; ▪ Schedule vehicle movements to ensure that there are no vehicles waiting off-site and impeding public traffic flow on surrounding streets; ▪ Establish requirements for loading/unloading and storage of materials on the project site; ▪ During construction activities when construction worker parking cannot be accommodated on the project site, a Construction Worker Parking Plan shall be prepared which identifies alternate parking location(s) for construction workers and the method of transportation to and from the 				

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<p>project site (if beyond walking distance) for approval by Culver City and the City of Los Angeles. The Construction Worker Parking Plan shall prohibit construction worker parking on residential streets and prohibit on-street parking, except as approved by Culver City and the City of Los Angeles.</p> <p>PS-2: The following recommendations of the Fire Department relative to fire safety shall be incorporated into the building plans, which includes the submittal of a plot plan for approval by the Fire Department either prior to the recordation of a final map or the approval of a building permit. The plot plan shall include the following minimum design features: fire lanes, where required, shall be a minimum of 20 feet in width; all structures must be within 300 feet of an approved fire hydrant, and entrances to any dwelling unit or guest room shall not be more than 150 feet in distance in horizontal travel from the edge of the roadway of an improved street or approved fire lane. (City of Los Angeles MM XIV-10: Fire)</p> <p>PS-3: Temporary construction fencing shall be placed along the periphery of the active construction areas to screen as much of the construction activity from view at the local street level and to keep unpermitted persons from entering the construction area. (City of Los Angeles MM XIV-20: Public Services Police Demolition/Construction Sites)</p> <p>PS-4: The plans shall incorporate the design guidelines relative to security, semi-public and private spaces, which may include but not be limited to access control to building, secured parking facilities, walls/fences with key systems, well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment, location of toilet facilities or building entrances in high-foot traffic areas, and provision of security guard patrol throughout the project site if needed. Please refer to "Design Out Crime Guidelines: Crime Prevention Through Environmental Design", published by the Los Angeles Police Department.</p>				

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Contact the Community Relations Division, located at 100 W. 1st Street, #250, Los Angeles, CA 90012; (213) 486-6000. These measures shall be approved by the Police Department prior to the issuance of building permits. (City of Los Angeles MM XIV-30: Public Services/Police)				
<u>Transportation/Traffic</u>				
TRAF-1: <u>Robertson Boulevard at National Boulevard Intersection.</u> Re-stripe the eastbound approach to provide two left-turn, one through and one through-right lane per consultation with and approval by LADOT and Culver City. Should improvement be deemed infeasible by LADOT and/or Culver City, the City(s) shall substitute an alternative measure of equivalent effectiveness.	Condition of Approval	Plan Check note, Field Inspection, Receipt of Funds	Prior to any Certificate of Occupancy and Temporary Certificate of Occupancy	Los Angeles Department of Transportation, Building and Safety; Culver City Traffic Engineering, Engineering/ Public Works and Planning Division
TRAF-2: <u>National Boulevard at Venice Boulevard Intersection.</u> Re-stripe the northbound approach to provide two left-turn, two through and one right-turn lanes per consultation with and approval by LADOT and Culver City. Provide minor striping re-alignment for the north leg of National Boulevard if required per the direction of LADOT and Culver City. Should improvement be deemed infeasible by LADOT and/or Culver City, the City(s) shall substitute an alternative measure of equivalent effectiveness.				
TRAF-3: <u>National Boulevard.</u> Install a traffic signal at the project's main driveway on National Boulevard between Venice Boulevard and Washington Boulevard, and provide traffic signal interconnection to adjacent traffic signals to the satisfaction of Culver City.				
TRAF-4: The developer and contractors shall maintain ongoing contact with administrator of Hamilton High School. The administrative offices shall be contacted when demolition, grading and construction activity begin on the project site so that students and their parents will know when such activities are to occur. The developer shall obtain school walk and bus routes to the schools from either the administrators or from the LAUSD's Transportation Branch (323)342-1400				

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<p>and guarantee that safe and convenient pedestrian and bus routes to the school be maintained. (City of Los Angeles MM XIV-40: Public Services – Construction Activities Near School).</p> <p>TRAF-5: LADBS shall assign specific haul route hours of operation based upon Hamilton High School hours of operation. Haul route scheduling shall be sequenced to minimize conflicts with pedestrians, school buses and cars at the arrival and dismissal times of the school day. Haul route trucks shall not be routed past the school during periods when school is in session especially when students are arriving or departing from the campus. (City of Los Angeles MM XIV-50: Public Services – Schools Affected by Haul Route).</p> <p>TRAF-6: The developer shall install appropriate traffic signs around the site to ensure pedestrian and vehicle safety.</p> <p>(Non-Hillside): Projects involving the import/export of 20,000 cubic yards or more of dirt shall obtain haul route approval by the Department of Building and Safety.</p> <p>Projects involving the import/export of 1,000 cubic yards or more of dirt shall obtain haul route approval by the Department of Building and Safety. (City of Los Angeles MM XVI-30: Transportation – Haul Route)</p> <p>TRAF-7: The applicant shall submit a parking and driveway plan that incorporates design features that reduce accidents, to the Bureau of Engineering and the Department of Transportation for approval. (City of Los Angeles MM XVI-40: Safety Hazards)</p> <p>TRAF-8: Applicant shall plan construction and construction staging as to maintain pedestrian access on adjacent sidewalks throughout all construction phases. This requires the applicant to maintain adequate and safe pedestrian protection, including physical separation (including utilization of barriers such as K-Rails or scaffolding, etc.) from work space and vehicular</p>				

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<p>traffic and overhead protection, due to sidewalk closure or blockage, at all times.</p> <p>Temporary pedestrian facilities shall be adjacent to the project site and provide safe, accessible routes that replicate as nearly as practical the most desirable characteristics of the existing facility.</p> <p>Covered walkways shall be provided where pedestrians are exposed to potential injury from falling objects.</p> <p>Applicant shall keep sidewalk open during construction until only when it is absolutely required to close or block sidewalk for construction staging. Sidewalk shall be reopened as soon as reasonably feasible taking construction and construction staging into account. (City of Los Angeles MM XVI-80: Pedestrian Safety)</p> <p>TRAF-9: The applicant shall submit a parking and driveway plan to the Bureau of Engineering and the Department of Transportation for approval that provides code-required emergency access. (City of Los Angeles MM XVI-50: Inadequate Emergency Access)</p>				
<p>Utilities and Service Systems</p> <p>UTIL-1: Install/retrofit high-efficiency toilets (maximum 1.28 gpf), including dual-flush water closets, and high-efficiency urinals (maximum 0.5 gpf), including no-flush or waterless urinals, in all restrooms as appropriate.</p> <p>Install/retrofit restroom faucets with a maximum flow rate of 1.5 gallons per minute.</p> <p>Install/retrofit and utilize only restroom faucets of a self-closing design.</p> <p>Install and utilize only high-efficiency Energy Star-rated dishwashers in the project, if proposed to be provided. If such appliance is to be furnished by a tenant, this requirement shall be incorporated into the lease agreement, and the</p>	Condition of Approval	Plan Check Notes and Field Inspection	Prior to Building Permit	Los Angeles Department of City Planning, Building and Safety; Culver City Planning, Building Safety Division

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<p>applicant shall be responsible for ensuring compliance.</p> <p>Single-pass cooling equipment shall be strictly prohibited from use. Prohibition of such equipment shall be indicated on the building plans and incorporated into tenant lease agreements. (Single-pass cooling refers to the use of potable water to extract heat from process equipment, e.g. vacuum pump, ice machines, by passing the water through equipment and discharging the heated water to the sanitary wastewater system.). (City of Los Angeles MM XVII-60)</p>				