CALIFORNIA COASTAL COMMISSION
South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

W10a

STAFF REPORT: DEVELOPMENT AGREEMENT

DATE July 9, 2014

TO Commissioners and Interested Persons

FROM John Ainsworth, Deputy Director
Teresa Henry, South Coast Area Office District Manager
Shannon Vaughn, Coastal Program Analyst

SUBJECT Public Hearing and Commission Action on a Development Agreement **(#5-14-0672)** between the City of Santa Monica and 1320 2nd Street, LLC, located at 1320 2nd Street, Santa Monica, County of Los Angeles (For Public Hearing and Commission Action at the July 9, 2014 Commission meeting in Ventura)

SUMMARY OF STAFF RECOMMENDATION

Staff is recommending that the Commission **APPROVE** the Development Agreement as submitted. The proposed Development Agreement is in conformity with the Chapter 3 policies of the Coastal Act and with the Commission's action on CDP No. 5-14-0671, concurrently submitted to the Commission for approval.

STAFF NOTE

Concurrent with this Development Agreement, the California Coastal Commission is requested to grant Coastal Development Permit 5-14-0671, to 1320 2nd Street, LLC for construction of a mixed use development consisting of the demolition of a two-story, 11,672 square foot office building and 28 parking spaces and construction of a four-story, 45 foot high, approximately 46,421 square foot mixed use building including a 750 square foot rooftop patio, 53 residential units, approximately 6,664 square feet of ground floor commercial space and a two-level subterranean parking garage with 66 parking space. The project also proposes 130 bicycle parking spaces and two unisex showers for employees who bike to work. The proposed project will be designed to achieve certified LEED Gold status and included a photovoltaic system on the roof.

Simultaneously with the submission of their CDP application, the applicant submitted the Development Agreement on April 24, 2014 for Commission action.

Although the development agreement purports to vest certain planning documents, those vested components pertain to local planning only and do not serve for local coastal planning (LCP) purposes under the Coastal Act, nor do they restrict what may or may not be approved under any subsequent coastal development permit. Thus, for any project that has not yet received Commission authorization, the DA does not bind the Commission (or local agency with a certified LCP and delegated authority) from conducting a full analysis pursuant to the Coastal Act and any applicable LCP in assessing whether to approve such projects. Since the development agreement imposes no

restrictions on the applicable Coastal Act analysis, and any projects proposed in the future subject to the development agreement will be reviewed pursuant to the Chapter 3 policies of the Coastal Act, the DA is not inconsistent with the Coastal Act.

ADDITIONAL INFORMATION

Questions concerning the subject development agreement should be directed to Shannon Vaughn, South Coast District Office, California Coastal Commission, 200 Oceangate, Suite 1000, Long Beach, CA 90802. (562) 590-5071.

I. STAFF RECOMMENDATION, MOTION AND RESOLUTION OF APPROVAL OF FINDINGS

MOTION *I move that the Commission **approve** Development Agreement 5-14-0672, as submitted.*

STAFF RECOMMENDATION OF APPROVAL

Staff recommends a **YES** vote on the motion. Passage of this motion will result in approval of the development agreement as submitted and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

APPROVAL OF DEVELOPMENT AGREEMENT

The Commission hereby **APPROVES** the development agreement on the grounds that the development agreement, would be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, including the public access and recreation policies of Chapter 3, would not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, and would not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. FINDINGS AND DECLARATIONS

The Commission hereby finds and declares:

A. Background and Content of Development Agreement

1. Contents of a Development Agreement

California Government Code Sections 65864-65869.5 authorizes any city, county, or city and county, to enter into a development agreement with any person having a legal or equitable interest in real property for the development of property owned by that entity. A development agreement specifies the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. According to Government Code Section 65865.2, the development agreement *"...may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. The agreement may provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time. The agreement may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time."* Government Code Section 65866 states further that, *"[u]nless otherwise provided by the development agreement, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of execution of the agreement. A development agreement shall not prevent a city, county, or city and county, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor shall a development agreement prevent a city, county, or city and county from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies*."

However, pursuant to Section 65869 *"...[a] development agreement shall not be applicable to any development project located in an area for which a local coastal program is required to be prepared and certified pursuant to the requirements of Division 20 (commencing with Section 30000) of the Public Resources Code, unless: (1) the required local coastal program has been certified as required by such provisions prior to the date on which the development agreement is entered into, or (2) in the event that the required local coastal program has not been certified, the California Coastal Commission approves such development agreement by formal commission action."* Since the City of Santa Monica does not have a certified local coastal program, any development agreement that pertains to property within the City's coastal zone must be approved by the Commission. Thus, 1320 2nd Street, LLC has submitted the subject development agreement (herein 'DA').

2. Location of Area to be Affected by Proposed Development Agreement

The subject DA pertains to an approximately 15,000 square foot parcel within the coastal zone of the City of Santa Monica (see Attachment No. 1 for the Development Agreement). The project site is located south of the Santa Monica Freeway and is bounded by Arizona Avenue to the north and Santa Monica Boulevard to the south in the City of Santa Monica (see Exhibits #1 and #2 of the attached Staff Report). The surrounding area is developed with a three-story building to the north and a four-story building to the south.

3. Recently Submitted Coastal Development Permit

Along with the DA, the applicant submitted a CDP application for the proposed development. The CDP for the proposed development is scheduled for the July 2014 hearing and staff is recommending approval with Special Conditions. The permit will approved the demolition of a two-story, 11,672 square foot office building and 28 parking spaces and construction of a four-story, 45 foot high, approximately 46,421 square foot mixed use building including a 750 square foot rooftop patio, 53 residential units, approximately 6,664 square feet of ground floor commercial space and a two-level subterranean parking garage with 66 parking space. The project also proposes 130 bicycle parking spaces and two unisex showers for employees who bike to work. The proposed project will be designed to achieve certified LEED Gold status and include a photovoltaic system on the roof.

The City required the developer to participate in a Transportation Demand Management program and to contribute a transit service enhancement fee of $525,493 toward the City's transportation infrastructure improvements, Colorado Esplanade improvements, parks and open space, Big Blue Bus infrastructure and Historic Preservation programs.

B. Development

Section 30250 of the Coastal Act states in part that:

> *(a) New residential, commercial, or industrial development, except as otherwise provided in this division, shall be located within, contiguous with, or in close proximity to, existing developed areas able to accommodate it or, where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have a significant adverse effects, either individually or cumulatively, on coastal resources.*

Section 30251 of the Coastal Act states in part that:

> *The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural landforms, to be visually compatible with the character surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas.*

The site consists of an approximately 15,000 square foot lot. The general vicinity is developed with residential buildings, hotels, offices, entertainments and retail uses. Land uses immediately surrounding the area, include public parking garages, a movie theater, an environmental action

center, a religious institute, a gym and a residential building. Buildings on the same block as the proposed project range from one to seven stories in height.

The DA contemplates the construction of a maximum of 53 residential dwelling units which includes 10 affordable dwelling units; up to 6,664 square feet of neighborhood and visitor-serving retail and restaurant space. The height of the proposed development will reach 45 feet (and 54 feet for roof access structures). The proposed mixed use development is consistent with the uses found in the surrounding area and the scale of the proposed development is consistent with the surrounding development.

The Commission is requested to simultaneously approved the development contemplated by the DA under CDP No. 5-14-0672. The building heights considered under CDP No. 5-14-067 are consistent with the heights contemplated by the DA and the City approved project plans. Furthermore, due to the project's location and existing development between the project site and the ocean, the proposed building would not have any adverse impacts on public coastal views.

Although the DA purports to vest certain planning documents, those vested components pertain to local planning only and do not serve for local coastal planning (LCP) purposes under the Coastal Act, nor do they restrict what may or may not be approved under any subsequent coastal development permit. Thus, for any projects that have not yet received Coastal Act authorization, the DA does not bind the Commission (or local agency with a certified LCP and delegated authority) from conducting a full analysis pursuant to the Coastal Act and any applicable LCP in assessing whether to approve such projects. Since the DA imposes no restrictions on the applicable Coastal Act analysis, and any projects proposed in the future will be assessed pursuant to the dictates of the Coastal Act, the DA is not inconsistent with the Coastal Act. Accordingly, the DA would not in any way interfere with the Commission's ability to deny or modify any project to assure consistency with Sections 30250 and 30251 of the Coastal Act. Therefore, the Commission finds that the DA would not be inconsistent with Sections 30250 and 30251 of the Coastal Act.

C. Coastal Access

The Commission has consistently found that a direct relationship exists between the provision of adequate parking and the availability of public access to the coast. Section 30252 of the Coastal Act requires that new development should maintain and enhance public access to the coast by providing adequate parking facilities. Section 30252 of the Coastal Act states in part:

> *The location and amount of new development should maintain and enhance public access to the coast by. . . (4) providing adequate parking facilities or providing substitute means of serving the development with public transportation. . .*

In order to conform to the requirements of the Coastal Act, the proposed project must provide adequate parking and/or public transit opportunities in order not to negatively impact parking for coastal access. The applicant is proposing to provide 66 on-site parking spaces within a two-level subterranean parking garage and surface lot for the mixed use development consisting of 10 affordable residential units; 43 market rate apartment units and 5,905 square feet of retail space.

Based on the proposed project and the parking requirements imposed by the Commission, the applicant is required to provide 185 on-site parking spaces. The applicant is proposing 66 on-site parking spaces. However, because the proposed project is located in the City's Downtown Parking Assessment District, all support parking for all development within the District is provided for by the City within the six municipal parking structures and various surface lots within the District. The City created the Downtown Parking District in 1986 as *"an opportunity for developers to pay an in-lieu fee instead of providing on-site parking, and the fee would be used to build more parking structures in the district."*[1] There are a total of 3,365 parking spaces accounted for in 6 parking structures of the City's Downtown Parking Assessment District.

The previous use for this site was office space, which supplied 28 on-site parking spaces. Given the previous conditions, the Commission would have required 39 parking spaces. This discrepancy resulted in a deficit of 11 on-site parking spaces which would have been supported by the nearby parking structures. Following this logic, the applicant must prove that the City's parking structures have the capacity to maintain the remaining 108 required parking spaces that the Commission requires for the project. (185 required spaces – 66 on-site spaces – 11 spaces previously supplied by the parking structures = 108 new parking spaces)

The City's parking study concludes that shared parking structures have been successful in exceeding parking demand in that area of the City. In their most recent parking study, the City found that on a Saturday in July 2013 at 11:00 a.m. the parking structures in the Downtown Parking Assessment District were 60% full, yielding about 1,192 free parking spaces. By 4:00 p.m. on that same Saturday, the parking structures were at 94% of their capacity yielding about 178 free parking spaces. The City also considered weekday parking demand. They found that on a Thursday morning at 11:00 a.m. in July 2013, the parking structures were 56% full, yielding 1,203 free parking spaces and by 4:00 p.m. that same day, the parking structures had reached a capacity of 83% yielding 494 free parking spaces.

At the time of the City's parking study, parking structure 6 was under construction and nonoperation and therefore not considered in the analysis. It has since reopened and contributes an additional 740 parking spaces to the parking supply to the City's Downtown Parking District. Based on the City's study, adequate parking is provided and thus, the parking requirements for the proposed new development are satisfied.

All parking impacts associated with development contemplated by the DA were identified and mitigated in CDP No. 5-14-0671. Although the DA purports to vest certain planning documents, those vested components pertain to local planning only and do not serve for local coastal planning (LCP) purposes under the Coastal Act, nor do they restrict what may or may not be approved under any subsequent coastal development permit. Thus, for any projects that has not yet received Coastal Act authorization, the DA does not bind the Commission (or local agency with a certified LCP and delegated authority) from conducting a full analysis pursuant to the Coastal Act and any applicable LCP in assessing whether to approve such projects. Since the DA imposes no restrictions on the applicable Coastal Act analysis, and any projects proposed in the future will be assessed pursuant to the dictates of the Coastal Act, the DA is not inconsistent with the Coastal Act. Accordingly, the DA

[1] City of Santa Monica Downtown Specific Plan Draft, February 2014, page 170

would not in any way interfere with the Commission's ability to deny or modify any project to assure consistency with Sections 30252 of the Coastal Act. Therefore, the Commission finds that the DA would not be inconsistent with Sections 30252 of the Coastal Act.

D. Water Quality

Section 30231 of the Coastal Act states:

> *The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.*

The development contemplated in the DA poses a potential source of pollution due to contaminated runoff from the proposed construction activity, parking areas and other hardscape. The City, to mitigate potential impacts from development, has adopted an Urban Runoff Ordinance. The ordinance requires projects to incorporate best management practices with extensive recommendations and measures to reduce or prevent contaminants from running off the site. The City requires all new development to achieve twenty- percent reduction of the projected runoff for the site and the use of oil and water separators or clarifiers to remove petroleum-based contaminants and other pollutants. Furthermore, the City has a new state-of-the-art stormwater treatment facility that treats all dry weather storm runoff. Runoff from all new development is directed to existing stormdrains, which direct stormwater to the treatment facility.

The contemplated DA requires the preparation and submittal of an Urban Runoff Mitigation Plan and compliance with the City's Urban Runoff Pollution Ordinance for the construction phase and post construction activities. Runoff from construction activities are required to be contained on site, and all parking areas and structures generating wastewater with potential oil and grease content are required to pretreat the wastewater, using clarifiers or oil/water separators, before discharge to the City sewer or storm drain systems. The contemplated DA also requires the applicant to prepare a Stormwater Pollution Prevention Plan (SWPPP), and obtain a National Pollutant Discharge Elimination System permit (NPDES), if necessary, in compliance with the standards and requirements of the California Regional Water Quality Control Board (RWQB).

Coastal Development Permit No. 5-14-0671 includes a special condition requiring that the development comply with all applicable City water quality standards, which require conformance with the RWQB requirements. The water quality requirements of the DA are consistent with CDP No. 5-14-0671.

Although the DA purports to vest certain planning documents, those vested components pertain to local planning only and do not serve for local coastal planning (LCP) purposes under the Coastal Act, nor do they restrict what may or may not be approved under any subsequent coastal development permit. Thus, for any project that has not yet received Coastal Act authorization, the

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E. Cultural Resources

Section 30244 of the Coastal Act states:

> *Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required.*

The proposed site is currently developed and has been disturbed in the past, however, there is a remote possibility of a deeply buried site being uncovered during excavation.

The proposed development includes deep excavations to construct the subterranean levels. In CDP No. 5-14-0671, to address the potential of uncovering archaeological resources and to ensure consistency with Section 30244 of the Coastal Act, the Commission imposes a special condition to requires archeological monitoring for all grading and construction activities and requires appropriate recovery and mitigation measures, regarding excavation, reporting and curation.

Although the DA purports to vest certain planning documents, those vested components pertain to local planning only and do not serve for local coastal planning (LCP) purposes under the Coastal Act, nor do they restrict what may or may not be approved under any subsequent coastal development permit. Thus, for any projects that has not yet received Coastal Act authorization, the DA does not bind the Commission (or local agency with a certified LCP and delegated authority) from conducting a full analysis pursuant to the Coastal Act and any applicable LCP in assessing whether to approve such projects. Since the DA imposes no restrictions on the applicable Coastal Act analysis, and any projects proposed in the future will be assessed pursuant to the dictates of the Coastal Act, the DA is not inconsistent with the Coastal Act. Accordingly, the DA would not in any way interfere with the Commission's ability to deny or modify any project to assure consistency with Sections 30244 of the Coastal Act. Therefore, the Commission finds that the DA would not be inconsistent with Section 30244 of the Coastal Act.

Attachment #1

Development Agreement

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Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, CA 90401
Attention: Senior Land Use Attorney

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DEVELOPMENT AGREEMENT

BETWEEN

CITY OF SANTA MONICA

AND

1320 SECOND STREET, LLC

August 22nd, **2013**

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DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**"), dated August 22nd, 2013 ("**Effective Date**"), is entered into by and between 1320 2nd STREET, LLC, a California limited liability company ("**Developer**"), and the CITY OF SANTA MONICA, a municipal corporation organized and existing pursuant to the laws of the State of California and the Charter of the City of Santa Monica (the "**City**"), with reference to the following facts:

RECITALS

A. Pursuant to California Government Code Section 65864 et seq., Chapter 9.48 of the Santa Monica Municipal Code, and Santa Monica Interim Ordinance No. 2356 (collectively, the "**Development Agreement Statutes**"), the City is authorized to enter into binding development agreements with persons or entities having a legal or equitable interest in real property for the development of such real property.

B. Developer is the owner of approximately 15,000 square feet of land located in the City of Santa Monica, State of California, commonly known as 1318 to 1324 2nd Street , as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

C. The City has included the Property within the Downtown Core land use designation, which is also part of the Downtown District, under the City's recently adopted Land Use and Circulation Element of its General Plan (the "**LUCE**"). The Property is located within the BSC-4 (Bayside Commercial District – 4) under the City's Zoning Ordinance. To aid in the redevelopment of the Property, the City and Developer desire to allow Developer to construct a mixed-use building with subterranean parking..

D. On January 13, 2012, Developer filed an application for a Development Agreement, pursuant to Santa Monica Municipal Code ("**SMMC**") Section 9.48.020 (the "**Development Application**"). The Development Application was designated by the City as Application No. DEV 12001. The Development Application is for the planned development of the Property with an approximately 46,421square foot mixed use project containing 53 residential units, approximately 6,664 square feet of ground floor commercial space, a two-level subterranean parking garage, and related facilities (collectively the "Project"). The Project is more fully descried in this Agreement.

E. On April 26, 2011, the City Council adopted Interim Ordinance No 2356 ("IZO"). The City Council extended and/or modified the IZO on several occasions thereafter. The IZO prohibits the issuance of permits for development projects which would constitute a Tier 2 or Tier 3 project as established pursuant to LUCE Chapter 2.1 or which would exceed 32 feet in height in the Downtown Core as delineated in the Land Use Designation Map approved by the City Council on July 6, 2010 unless developed pursuant to a development agreement adopted in accordance with SMMC Chapter 9.48. Adoption of this Agreement will allow for the issuance of permits for the Project.

F. Developer has paid all necessary costs and fees associated with the City's processing of the Development Application and this Agreement.

G. Following filing of the Development Application, the City determined that the project was exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guideline Section 21159.24.

H. The primary purpose of the Project is to permit Developer to construct a mixed-use residential and commercial Project that is consistent with the LUCE and that provides needed housing units and commercial space in the Downtown District. The Parties desire to enter into this Agreement in conformance with the Development Agreement Statutes in order to achieve the development of the Project on the Property.

I. The City Council has determined that a development agreement is appropriate for the proposed development of the Property. This Agreement will (1) eliminate uncertainty in planning for the Project and result in the orderly development of the Project, (2) assure installation of necessary improvements on the Property, (3) provide for public infrastructure and services appropriate to development of the Project, (4) preserve substantial City discretion in reviewing subsequent development of the Property, (5) secure for the City improvements that benefit the public, and (6) otherwise achieve the goals and purposes for which the Development Agreement Statutes were enacted.

J. This Agreement is consistent with the public health, safety, and welfare needs of the residents of the City and the surrounding region. The City has specifically considered and approved the impact and benefits of the development of the Project on the Property in accordance with this Agreement upon the welfare of the region. The Project will provide a number of community benefits, including without limitation the following: (i) five (5) moderate income one-bedroom units beyond the minimum AHPP requirement; ; (ii) sustainable design for the Project (LEED Gold); (iii) electric vehicle conduit and stubouts; (iv) a monetary contribution towards transportation infrastructure improvements; (v) a monetary contribution towards open space; (vi) a monetary contribution towards the Colorado Esplanade improvement; (vii) a monetary contribution toward Big Blue Bus improvements; (viii) a Transportation Demand Management program that includes unbundled parking and bicycle parking for residents, employees and commercial patrons; (ix) roof-mounted photovoltaic solar panels; and (x) a local hiring provision.

K. The City Council has found that the provisions of this Development Agreement are consistent with the relevant provisions of (1) City's General Plan, including the LUCE and (2) the Bayside District Specific Plan.

L. On March 20, 2013 and April 3, 2013, the City's Planning Commission held duly noticed public hearings on the Development Application, and this Agreement. At the April 3, 2013 hearing, the Planning Commission recommended that City Council approve the proposed project generally supporting the recommendation of staff in its March 20, 2013 staff report. Furthermore, the Commission provided recommendations,

including but not limited to, additional affordable units, and a LEED Platinum Certification building status.

M. On May 14, 2013, the City Council held a duly noticed public hearing on the Development Application, this Agreement and at such hearing it introduced Ordinance No. _____ for first reading, approving this Agreement.

N. On June 25, 2013, the City Council adopted Ordinance No. _____, approving this Agreement.

NOW THEREFORE, in consideration for the covenants and conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

ARTICLE 1

DEFINITIONS

The terms defined below have the meanings in this Agreement as set forth below unless the context otherwise requires:

1.1 "**Agreement**" means this Development Agreement entered into between the City and Developer as of the Effective Date.

1.2 "**ARB**" means the City's Architectural Review Board.

1.3 "**Building**" means the building to be constructed as part of the Project, as generally depicted in the Project Plans.

1.4 "**City Council**" means the City Council of the City of Santa Monica, or its designee.

1.5 "**City General Plan**" or "**General Plan**" means the General Plan of the City of Santa Monica, and all elements thereof including the LUCE, as of the Effective Date unless otherwise indicated in this Agreement.

1.6 "**Discretionary Approvals**" are actions which require the exercise of judgment or a discretionary decision, and which contemplate and authorize the imposition of revisions or additional conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City. Discretionary Approvals do not include Ministerial Approvals.

1.7 "**Effective Date**" has the meaning set forth in Section 9.1 below.

1.8 "**Floor Area**" has the meaning as defined in Sections 9.04.02.030.315 and 9.04.08.15.060(a)(2) of the Zoning Ordinance, as further modified by Section 3(f) of Interim Ordinance No. 2417. The maximum allowable Floor Area for the Project is 46,421 square feet, not including the residential floor area discount.

1.9 "**Floor Area Ratio**" and **FAR**" means floor area ratio as defined in Sections 9.04.02.030.320 and 9.04.08.15.060(a)(2) of the Zoning Ordinance and Section 3(f) of Interim Ordinance No. 2417.

1.10 "**Including**" means "including, but not limited to."

1.11 "**LEED® Rating System**" means the Leadership in Energy and Environmental Design (LEED®) Green Building Rating System for New Construction & Major Renovations, adopted by the U.S. Green Building Council in effect at the time of ARB approval. An alternate version of the rating system or an alternate rating system may be used with approval of the City's Planning Director.

1.12 "**Legal Action**" means any action in law or equity.

1.13 "**Maximum Floor Area**" means 46,421 square feet of floor area.

1.14 "**Ministerial Approvals**" mean any action which merely requires the City (including any board, commission, or department of the City and any officer or employee of the City), in the process of approving or disapproving a permit or other entitlement, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

1.15 **"Moderate Income One-Bedroom Units"** means one-bedroom units set aside for moderate-income households defined as 80% of the Area Median Income published from time to time by HUD for the Los Angeles-Long Beach Primary Metropolitan Statistical Area.

1.16 "**Parties**" mean both the City and Developer and "**Party**" means either the City or Developer, as applicable.

1.17 "**Planning Director**" means the Planning Director of the City of Santa Monica, or his or her designee.

1.18 "**Project Plans**" mean the plans for the Project that are attached to this Agreement as Exhibit "B."

1.19 "**Very-Low Income Studio Units**" means studio units set aside for very-low income households as defined by Santa Monica Municipal Code Section 9.56.020.

1.20 "**Zoning Ordinance**" means the City of Santa Monica Comprehensive Land Use and Zoning Ordinance (Chapter 9.04 of the SMMC), and any applicable Interim Zoning Ordinance, as the same are in effect on the Effective Date, is set forth in its entirety as part of Exhibit "E" (Planning and Zoning).

ARTICLE 2

DESCRIPTION OF THE PROJECT

2.1 General Description. The Project includes all aspects of the proposed development of the Property as more particularly described in this Agreement and on the Project Plans. If there is a conflict or inconsistency between the text of this Agreement and the Project Plans, the Project Plans will prevail; provided, however, that omissions from the Project Plans shall not constitute a conflict or inconsistency with the text of this Agreement.

2.2 Principal Components of the Project. The Project consists of the following principal components, as well as the other components delineated in the Project Plans, all of which are hereby approved by the City subject to the other provisions of this Agreement: (a) fifty-three (53) dwelling units, consisting of forty-three (43) market rate units, five (5) very low income studios units, and five (5) moderate income one-bedroom units, (b) approximately 6,664 square feet of Floor Area of commercial use, and (c) sixty-six (66) parking spaces in a two-level subterranean parking garage.

2.3 No Obligation to Develop.

2.3.1 Except as specifically provided herein:

(a) Nothing in this Agreement shall be construed to require Developer to proceed with the construction of the Project or any portion thereof.

(b) The decision to proceed or to forbear or delay in proceeding with construction of the Project or any portion thereof shall be in Developer's sole discretion.

(c) Failure by Developer to proceed with construction of the Project or any portion thereof shall not give rise to any liability, claim for damages or cause of action against Developer, except as may arise pursuant to a nuisance abatement proceeding under SMMC Chapter 8.96, or any successor legislation.

2.3.2 Failure by Developer to proceed with construction of the Project or any portion thereof shall not result in any loss or diminution of development rights, except upon expiration of Developer's vested rights pursuant to this Agreement, or the termination of this Agreement.

2.3.3 Notwithstanding any provision of this Section 2.3 to the contrary, Developer shall be required to implement all conditions of approval required under this Agreement in accordance with Exhibit "D".

2.4 Vested Rights.

2.4.1 Approval of Project Plans. The City hereby approves the Project Plans. The City shall maintain a complete copy of the Project Plans, stamped "Approved" by the City, in the Office of the City Clerk, and Developer shall maintain a complete copy of the Project Plans, stamped "Approved" by the City, in its offices or at

the Project site. The Project Plans to be maintained by the City and Developer shall be in a half-size set. Further detailed plans for the construction of the Building and improvements, including, without limitation, structural plans and working drawings shall be prepared by Developer subsequent to the Effective Date based upon the Project Plans.

2.4.2 Minor Modifications to Project. Developer with the approval of the Planning Director, may make minor changes to the Project or Project Plans ("**Minor Modifications**") without amending this Agreement; provided that the Planning Director makes the following specific findings that the Minor Modifications: (i) are consistent with the Project's approvals as approved by the City Council; (ii) are consistent with the provisions, purposes and goals of this Agreement; (iii) are not detrimental to the public health, safety, convenience or general welfare; and (iv) will not significantly and adversely affect the public benefits associated with the Project. The Planning Director shall notify the Planning Commission in writing of any Minor Modifications approved pursuant to this Section 2.4.2. Any proposed change which the Planning Director denies as not qualifying for a Minor Modification based on the above findings must be processed as a Major Modification.

2.4.3 Modifications Requiring Amendment to this Agreement. Developer shall not make any "Major Modifications" (defined below) to the Project without first amending this Agreement to permit such Major Modifications. A "**Major Modification**" means the following:

(a) Reduction of any setback of the Project, as depicted on the Project Plans, if by such reduction the applicable setback would be less than is permitted in the applicable zoning district under the Zoning Ordinance in effect on the date such modification is applied for;

(b) Any change in use not consistent with the permitted uses defined in Section 2.5 below;

(c) A reduction in the number of Rental Housing units specified in Section 2.2 by more than 5 units;

(d) Any increase in the number of compact parking spaces shown on the Project Plans by more than 10 percent (10%) above the amount provided for in Section 2.7; or any decrease in the number of parking spaces below 60;

(e) Any material change in the number or location of curb cuts shown on the Project Plans;

(f) Any variation in the design, massing or building configuration, including but not limited to, floor area and building height, that renders such aspects out of substantial compliance with the Project Plans after ARB Approval; and

(g) Any change that would substantially reduce or alter the community benefits or significant project features as set forth in Section 2.6.

(h) Any increase or decrease in the number of bedrooms per residential unit.

If a proposed modification does not exceed the Major Modification thresholds established above, then the proposed modification may be reviewed in accordance with Section 2.4.2.

2.4.4 City Consent to Modification. The Planning Director shall not unreasonably withhold, condition, or delay its approval of a request for such Minor Modification. The City may impose fees, exactions, conditions, and mitigation measures in connection with its approval of a Minor or Major Modification, subject to any applicable law. Notwithstanding anything to the contrary herein or in the Existing Regulations, if the Planning Director approves a Minor Modification or if the City approves a Major Modification (and the corresponding amendment to this Agreement for such Major Modification), as the case may be, Developer shall not be required to obtain any other Discretionary Approvals for such modification, except for ARB approval, in the case of certain Major Modifications.

2.4.5 Right to Develop. Subject to the provisions of Section 3.3 below, during the Term (as defined in ARTICLE 9 below) of this Development Agreement, Developer shall have the vested rights (the "**Vested Rights**") to (a) develop and construct the Project in accordance with the following: (i) the Project Plans (as the same may be modified from time to time in accordance with this Agreement); (ii) any Minor Modifications approved in accordance with Section 2.4.2; (iii) any Major Modifications which are approved pursuant to Section 2.4.3; and (iv) the requirements and obligations of Developer related to the improvements which are specifically set forth in this Agreement, and (b) use and occupy the Project for the permitted uses set forth in Section 2.5. Except for any required approvals from the ARB pursuant to Section 6.1 of this Agreement, the City shall have no further discretion over the elements of the Project which have been delineated in the Project Plans (as the same may be modified from time to time in accordance with this Agreement).

2.5 Permitted Uses. The City approves the following permitted uses for the Project:

2.5.1 Above the Ground Floor: Rental Housing.

2.5.2 On the Ground Floor: The following uses shall be permitted on the ground floor: (a) rental housing, and (b) any non-residential uses permitted by the Zoning Ordinance in effect at the time the use is established, provided that all such uses shall be primarily neighborhood serving goods, services, or retail uses and shall be subject to Section 2.5.5 (Limitation on Non-residential Uses). These neighborhood-serving nonresidential uses shall be small-scale general or specialty establishments primarily serving residents or employees of the neighborhood, including guests of hotels located in the neighborhood ("**Neighborhood Serving Uses**"). A determination that a use constitutes a "Neighborhood Serving Use" shall be rendered by the City at the time of issuance of a business license for each such individual use and not thereafter.

Restaurants are automatically to be deemed "Neighborhood Serving Uses." For purposes of this Agreement, given the Property's location in the Downtown Core, Neighborhood Serving Uses of not more than 6,500 square feet of usable area, not including subterranean storage areas, the transformer area, meter area, or refuse area, shall be deemed "small scale establishments."

2.5.3 Conditionally Permitted Uses. Conditionally Permitted Uses shall be all non-residential uses that are identified as conditionally permitted uses in the Zoning Ordinance in effect at the time the use is established provided that all such uses shall be Neighborhood Serving Uses, as defined in Section 2.5.2. Conditionally Permitted Uses may commence operating at the Project upon issuance of a Conditional Use Permit ("CUP") in accordance with the procedures established in the Zoning Ordinance and the issuance of a business license. Conditionally Permitted Uses are not permitted above the ground floor.

2.5.4 Other Uses Subject to Discretionary City Planning Approvals. In addition to the Permitted Uses and Conditionally Permitted Uses, Developer may seek a discretionary planning approval for ground floor uses that are allowed by any other City discretionary process as provided in the Zoning Ordinance in effect when the use is sought to be established, provided that all such uses shall be Neighborhood Serving Uses as defined in Section 2.5.2 and shall be subject to Section 2.5.5. Such uses (a) may not commence until the requisite City discretionary planning approval and a business license are obtained and (b) are not permitted above the ground floor.

2.5.5 Limitation on Non-Residential Uses. Notwithstanding the above, in no event shall the Project's non-residential uses exceed 15 percent (15%) of the Project's total Floor Area.

2.5.6 Alcoholic Beverage Permits.

(a) In the event Developer or a business operator proposes a new business or use dispensing for sale or other consideration, alcoholic beverages, including beer, wine, malt beverages, and distilled spirits for on-site or off-site consumption, a Conditional Use Permit shall be required except for Restaurants complying with Section (b) below. No Conditional Use Permit shall be required for catered events for which Developer obtains the permits then required for such events.

(b) Restaurants which offer alcoholic beverages including beer or wine incidental to meal service shall be exempt from the provisions of Section 9.04.10.18 of the Municipal Code, provided that the operator of the Restaurant (or Developer if Developer is the applicant) agrees in writing to comply with all of the following criteria and conditions:

1. The primary use of the Restaurant premises shall be for sit-down meal service to patrons. Alcohol shall not be served to persons except those intending to purchase meals.

2. If a counter service area is provided in the Restaurant, a patron shall not be permitted to sit at the counter unless the patron is ordering a meal in the same manner as patrons ordering meals at the table seating. The seats located around the counter service area cannot be used as a waiting area where patrons may drink before being seated or as a bar where beverages only are served.

3. Window or other signage visible from the public right-of-way that advertises the Restaurant's beer or alcohol shall not be permitted.

4. Customers shall be permitted to order meals at all times and at all areas of the Restaurant where alcohol is being served. The Restaurant shall serve food to patrons during all hours the Restaurant is open for customers.

5. The Restaurant shall maintain a kitchen or food-serving area in which a variety of food is prepared on the premises.

6. Take out service from the Restaurant shall only be incidental to the primary sit-down use.

7. No alcoholic beverage shall be sold for consumption beyond the Restaurant premises.

8. Except for special events, alcohol shall not be served by the Restaurant in any disposable containers such as disposable plastic or paper cups.

9. No video or other amusement games shall be permitted in the Restaurant.

10. No dancing is permitted at the Restaurant. Live entertainment may only be permitted in the manner set forth in Section 9.04.02.030.730 of the Municipal Code.

11. Any minimum purchase requirement may be satisfied by the purchase of beverages or food.

12. The primary use of any outdoor dining area shall be for seated meal service. Patrons who are standing in the outdoor seating area shall not be served.

13. The Restaurant operation shall at all times be conducted in a manner not detrimental to surrounding properties by reason of lights, noise, activities or other actions. The Restaurant operator shall control noisy patrons leaving the restaurant.

14. The permitted hours of alcoholic beverage service shall be nine a.m. to twelve midnight Sunday through Thursday, and nine a.m. to one a.m. Friday and Saturday with complete closure and all Restaurant employees vacated

from the building by one a.m. Sunday through Thursday, and two a.m. Friday and Saturday. All alcoholic beverages must be removed from the outdoor dining area no later than twelve midnight. No after-hours operation of the Restaurant is permitted.

15. No more than thirty-five percent (35%) of the Restaurant's total gross revenues per year shall be from alcohol sales. The Restaurant operator shall maintain records of gross revenue sources which shall be submitted annually to the City's Planning Division at the beginning of the calendar year and also available to the City and the California Department of State Alcoholic Beverage Control ("ABC") upon request.

16. Prior to occupancy of the Restaurant, a Restaurant security plan shall be submitted to the Chief of Police for review and approval. The plan shall address both physical and operational security issues.

17. Prior to occupancy, the Restaurant operator shall submit a plan for approval by the Planning Director regarding its employee alcohol awareness training programs and policies. The plan shall outline a mandatory alcohol-awareness training program for all Restaurant employees having contact with the public and shall state management's policies addressing alcohol consumption and inebriation. The program shall require all Restaurant employees having contact with the public to complete an ABC-sponsored alcohol awareness training program within ninety days of the effective date of the exemption determination. In the case of new Restaurant employees, the employees shall attend the alcohol awareness training within ninety days of hiring. In the event the ABC no longer sponsors an alcohol awareness training program, all Restaurant employees having contact with the public shall complete an alternative program approved by the Planning Director. The Restaurant operator shall provide the City with an annual report regarding compliance with this requirement. The Restaurant operator shall be subject to any future citywide alcohol awareness training program affecting similar establishments.

18. Within thirty days from the date of approval of this exemption, the Restaurant applicant shall provide a copy of the signed exemption to the local office of the State ABC.

19. Prior to occupancy, the Restaurant operator shall submit a plan describing the establishment's designated driver program, which shall be offered by the operator to the establishment's patrons. The plan shall specify how the Restaurant operator will inform patrons of the program, such as offering on the menu a free non-alcoholic drink for every party of two or more ordering alcoholic beverages.

2.6 Significant Project Features and LUCE Community Benefits. The significant project features and LUCE community benefits identified below in this Section 2.6 shall be achieved and developed in accordance with the terms of this Agreement.

2.6.1 Significant Project Features. Set forth below in this Section 2.6.1 are the significant project features that will be provided to the City: (i) increased tax revenues; (ii) aesthetic enhancement to the Downtown Core with development of a well-designed mixed use development; (iii) an estimated one-hundred (100) new design and construction related employment opportunities; (iv) developer fees for cultural arts; (v) developer fees for child care facilities; (vi) installation of standard water and wastewater reduction fixtures for the Project as legally applicable; (vii) various standard public improvements and fees; and (viii) five (5) on-site very low income studio housing units provided in accordance with the City's Affordable Housing Production Program requirements.

2.6.2 LUCE Community Benefits. Set forth below in this Section 2.6.2 are the additional community benefits that will be provided by the Project:

(a) Additional Affordable Housing Units. In addition to the five (5) very low income studio housing units provided in satisfaction of the City's Affordable Housing Production Program requirements, the Developer will provide an additional five (5) moderate income one-bedroom units, for a total of ten (10) affordable housing units in the Project. All ten (10) affordable housing units shall be deed restricted in accordance with the City's Affordable Housing Production Program.

(b) Sustainable Design Features: LEED® Gold Requirement. Developer shall retain the services of an accredited professional (the "LEED® Professional) to consult with Developer regarding inclusion of sustainable design features into the Project. Developer shall design the Project so that, at a minimum, the Project shall have the number of points that would be commensurate with achieving LEED® "Gold" certification under a LEED® Rating System (the "Sustainable Design Status"). For purpose of clarity, Developer shall design the Project in a manner that achieves the Sustainable Design Status; provided, however, that Developer shall not be required to pay to the Green Building Certification Institute the fees required to obtain a LEED® certificate. Developer shall confirm to the City that the design for the Project has achieved the Sustainable Design Status in accordance with the following requirements:

1. Prior to the submission of plans for Architecture Review Board review, Developer shall submit a preliminary checklist of anticipated LEED® credits (that shall be prepared by the LEED® professional) for review by the City, along with a narrative to demonstrate that the Project is likely to achieve the Sustainable Design Status.

2. Prior to issuance of a building permit, Developer shall grant access to the City's Green Building Program Advisor as a "Project Team Manager" to the project's documentation in the LEED Online system. The City's Green Program Advisor will use this online documentation to verify that the project is reasonably likely to achieve the Sustainable Design Status.

3. Prior to issuance of a final Certificate of Occupancy for the Project, Developer shall provide to the City certification from the LEED® Professional confirming that the Project has achieved Sustainable Design Status.

4. Notwithstanding the foregoing, if the City has not verified that the constructed Project has achieved the Sustainable Design Status, the City shall nonetheless issue a temporary Certificate of Occupancy for the Project (assuming that the Project is otherwise entitled to receive a temporary Certificate of Occupancy). The temporary Certificate of Occupancy shall be converted to a final Certificate of Occupancy once the constructed Project has achieved the Sustainable Design Status.

5. If the Project does not achieve Sustainable Design Status, Developer shall ensure that the Project achieves certification to the Gold level under the LEED Existing Buildings Operations & Maintenance (LEED EBOM) rating system that is current at the time that the temporary Certificate of Occupancy was issued for the Project. Developer shall ensure that the Project achieves the Gold level LEED EBOM certification no later than 2 years after the temporary Certificate of Occupancy was issued for the Project.

(c) Transportation Infrastructure Contribution. Developer shall pay to the City, prior to obtaining a building permit for the Project, the sum of one hundred and twenty-five thousand four-hundred and ninety three dollars ($125,493) to be used by the City for transportation infrastructure improvements.

(d) Esplanade Contribution. Developer shall pay to the City, prior to obtaining a building permit for the Project, the sum of one hundred and twenty five thousand dollars ($125,000) to be used by the City for the Colorado Esplanade public improvement project.

(e) Open Space Contribution. Developer shall pay to the City, prior to obtaining a building permit for the Project, the sum of two hundred and twenty-five thousand dollars ($225,000) to be used by the City for public open space improvements.

(f) Big Blue Bus Contribution. Developer shall pay to the City, prior to obtaining a building permit for the Project, the sum of twenty five thousand dollars ($25,000) to be used by the City for the Big Blue Bus transportation system.

(g) Historic Preservation Contribution. Prior to obtaining a building permit for the Project, Developer shall create a separate, interest-bearing trust fund and make a contribution in the amount of twenty five thousand dollars ($25,000). The monies available in this fund shall be used exclusively for historic preservation programs for the Downtown area in the City. These monies shall be applied for and distributed in accordance with a process, to be established by the Planning Director, whereby those entities that are exclusively devoted to historic preservation may make an application to receive distribution of some or all of the trust funds.

(h) Transportation Demand Management ("TDM") Plan. Developer shall implement and maintain the following Transportation Demand Management Plan ("**TDM Plan**"):

1. Measures Applicable to Entire Project (Commercial and Residential Elements):

A. *Transportation Information Center*. The Developer shall maintain, for the life of the Project, a Transportation Information Center ("TIC"). The location of the TIC shall be mutually agreed upon by the City's Transportation Demand Program Manager and the Developer prior to the City's issuance of a certificate of occupancy for the Building, and may be relocated from time to time thereafter upon mutual agreement of the Developer (or Developer's successor in interest) and the Transportation Demand Program Manager. The TIC shall include information for employees, visitors and residents about:

- Local public transit services, including current maps, bus lines, light rail lines, fare information, schedules for public transit routes serving the Project, telephone numbers and website links for referrals on transportation information, including numbers for the regional ridesharing agency, vanpool providers, ridematching and local transit operators, ridesharing promotional material supplied by commuter-oriented organizations and shuttles; and

- Bicycle facilities, including routes, rental and sales locations, on-site bicycle facilities, bicycle safety information and the shower facility for the commercial tenants of the Project.

The TIC shall also include a list of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site, including locations of EV charging stations, and car share and bike share locations. Walking maps and information about local services, restaurants, movie theaters and recreational activities within walking distance of the Project shall also be made available. Such transportation information shall be provided on-site, regardless of whether also provided on a website.

B. *Unbundled Parking*. Developer shall lease (a) its parking to residential tenants separately from the residential units and (b) its employee parking to commercial tenants separately from the commercial space. Such parking shall be leased at market rates established by Developer from time to time. However, Developer shall offer a parking space for the tenant(s) of the affordable units at no additional cost, and shall provide a $100 rent reduction if the affordable unit tenant(s) declines a parking space. Developer may, subject to the Planning Director's approval, reconfigure the parking spaces and operations from time-to-time in order to facilitate unbundling of parking. Developer shall require in all tenant leases it executes as landlord that each tenant charge its employees for parking and that all subleases contain this same provision.

C. *Public Bicycle Parking.* Developer shall provide bicycle parking for public use in the amount of seven (7) short-term bicycle parking spaces for commercial patrons, and six (6) short-term bicycle spaces for resident visitors (13 total public bike spaces), as shown on the Project Plans.

D. *Marketing.* Developer shall promote ridesharing quarterly through newsletters or other communications to tenants, both residential and commercial. Furthermore, Developer shall hold at least one rideshare event annually for residential tenants and commercial employees of the Project, which may be provided in conjunction with the contemplated TMA.

E. *Transportation Coordinator.* Developer shall designate an existing employee as the "Transportation Coordinator" to be responsible for implementing, maintaining and monitoring the TDM Plan. Once at least 50% of the residential units are occupied, the Transportation Coordinator must dedicate a minimum of fifteen hours per week to overseeing the TDM Plan. The Transportation Coordinator's contact information shall be provided to the City and updated as necessary. The Transportation Coordinator shall be responsible for promoting the TDM Plan to employees and residents, updating information boards/websites, offering carpool and vanpool matching services and assisting with route planning and will be the point of contact for administration of the annual survey and TDM Plan report required by this Agreement, in addition to any other services the Transportation Coordinator may perform at the Project for Developer. Transportation Coordinator services may be provided through the TMA contemplated in Section 2(B) below.

2. Measures Applicable to Project's Commercial Component Only:

A. *Target AVR.* For employees of the commercial tenants, Developer shall achieve an average vehicle ridership ("AVR") of 2.0 by the third year after the City's issuance of a certificate of occupancy for the Project and the 2.0 AVR shall continue to be achieved and maintained thereafter. SMMC Chapter 9.16 in force and effect as of the Effective Date, shall govern how the AVR is calculated. Developer will determine its AVR through employee surveys for one consecutive week each calendar year beginning the first year the commercial component is at least 50% occupied. Developer shall submit such baseline survey to the City at the time of submittal of its annual compliance report for this Agreement. The City shall monitor the TDM Plan performance as part of the City's Periodic Review for the Project. If during any annual evaluation of the Project's employee trip reduction plan, the AVR requirement has not been achieved for the Project, then Developer shall propose modifications to the TDM Plan that Developer considers likely to achieve the AVR requirement by the date of the next annual evaluation of the Project's employee trip

reduction plan. In addition, the City's Planning Director may recommend feasible modifications to the TDM Plan. Failure to achieve the AVR performance standard as provided in this Section (A) will not constitute a Default within the meaning of the Agreement so long as Developer is working cooperatively with the City and taking all feasible steps to achieve compliance. The term "feasible" shall have the meaning given that term in Section 21061.1 of the California Public Resources Code.

For purposes of determining AVR, the survey must be conducted in accordance with Section 9.16.070(d)(2)(1) of the Zoning Ordinance except to the extent modified by this Agreement below: The survey must be taken over five consecutive days during which the majority of employees are scheduled to arrive at or leave the worksite. The days chosen cannot contain a holiday and cannot occur during 'Rideshare Week' or other 'event' weeks (i.e., Bicycle Week, Walk to Work Week, Transit Week, etc.). This survey must have a minimum response rate of seventy-five percent of employees who report to or leave work between six a.m. and ten a.m., inclusive, and seventy-five percent of employees who report to or leave work between three p.m. and seven p.m., inclusive. Employers that achieve a ninety percent or better survey response rate for the a.m. or p.m. window may count the 'no-survey responses' as 'other' when calculating their AVR.

The procedure for calculating AVR at a worksite shall be as follows:

i. The AVR calculation shall be based on data obtained from an employee survey as defined in Section 9.16.070(d)(2) of the Zoning Ordinance, except as provided herein.

ii. AVR shall be calculated by dividing the number of employees who report to or leave the worksite by the number of vehicles arriving at or leaving the worksite during the peak periods. All employees who report to or leave the worksite that are not accounted for by the employee survey shall be calculated as one employee per vehicle arriving at or leaving the worksite. Employees walking, bicycling, telecommuting, using public transit, arriving at the worksite in a zero emission vehicle, or utilizing other shared ride shuttle services for at least 75% of their commute shall be counted as employees arriving at or leaving the worksite without vehicles. Employees telecommuting or on their day off under a recognized compressed work week schedule shall also be counted as employees arriving at or leaving the worksite without vehicles. Motorcycles shall be counted as vehicles.

iii. A child or student may be calculated in the AVR as an additional passenger in the carpool/vanpool if the child or student travels in the car/van to a worksite or school/childcare facility for the majority (at least fifty-one percent) of the total commute.

iv. If two or more employees from different employers commute in the same vehicle, each employer must account for a

proportional share of the vehicle consistent with the number of employees that employer has in the vehicle.

v. Any employee dropped off at a worksite shall count as arriving in a carpool/vanpool only if the driver of the carpool/vanpool is continuing on to his/her worksite.

vi. Any employee telecommuting at home, off-site, or at a telecommuting center for a full work day, eliminating the trip to work or reducing the total travel distance by at least fifty-one percent shall be calculated as if the employee arrived at the worksite in no vehicle.

vii. Zero emission vehicles (electric vehicles) shall be calculated as zero vehicles arriving at the worksite.

Furthermore, the definition of AVR contained in SMMC Section 9.16.030, in force and effect as of the Effective Date, shall govern how AVR is calculated. That definition reads as follows:
"The total number of employees who report to or leave the worksite or another job-related activity during the peak periods divided by the number of vehicles driven by these employees over that five-day period. The AVR calculation requires that the five-day period must represent the five days during which the majority of employees are scheduled to arrive at the worksite. The hours and days chosen must be consecutive. The averaging period cannot contain a holiday and shall represent a normal situation so that a projection of the average vehicle ridership during the year is obtained."

B. *Transportation Demand Management Association.* The property owner and building tenants shall be required to participate in the establishment of a Transportation Demand Management Association ("TMA") that may be defined by the City. TMAs provide employees, businesses, and visitors of an area with resources to increase the amount of trips taken by transit, walking, bicycling and carpooling. If a TMA is formed in the City, Developer shall participate as a full dues paying member of the TMA. Developer shall require in all leases it executes as landlord for space within the Project that building tenants be required to participate in the TMA and that all subleases contain this same provision. Developer may elect to provide some or all of the services required by this Section 2.6.2(h) through the TMA, in consultation with the City's Transportation Demand Program Manager.

C. *Employee Transit Subsidy In Lieu of Parking.* Developer shall require in all tenant leases it executes as landlord that each tenant offer its employees who do not purchase monthly automobile parking in the Project a one month long Metro EZ Transit Pass (or equivalent multi-agency monthly transit pass) at no cost, with such passes provided on-site.

D. *Employee Secure Bicycle Storage.* Developer shall provide secure bicycle parking for commercial employees in the amount of four (4) long-term spaces as shown on the Project Plans. For the purpose of this Section, secure bicycle parking shall mean bicycle lockers, an attended cage, or a secure parking area. If the secure bicycle storage is not secure individual bicycle lockers, commercial employee secure bicycle storage shall be provided in an area separate from the secure bicycle storage for residents.

E. *Employee Showers and Locker Facilities.* Two (2) single shower and locker facilities shall be provided for employees of commercial uses on site who bicycle or use another active means, powered by human propulsion, of getting to work or who exercise during the work day.

F. *Employee Flex-Time Schedule.* The Developer shall require in all commercial leases it executes as landlord for space within the Project that, when commercially feasible, employers shall permit employees within the Project to adjust their work hours in order to accommodate public transit schedules, rideshare arrangements, or off-peak hour commuting.

G. *Employee Guaranteed Return Trip.* The Developer shall require in all leases it executes as landlord for space within the Project that tenants provide employees who rideshare (this includes transit riders, vanpoolers, walkers, carpool), with a return trip to their point of commute origin at no additional cost to the employee, when a personal emergency situation, such as personal and family illness or injury, requires it. Developer, or Developer's successor in interest, shall be responsible for ensuring this obligation is satisfied. The employee guaranteed return trip may be provided through the TMA contemplated in Section 2.6.2(h)(2)(B) above.

3. Measures Applicable to Project's Residential Component Only:

A. *Transit Welcome Package for Residents.* The Developer shall provide new residents of the rental housing units of the Project with a Resident Transit Welcome Package (RTWP). One RTWP shall be provided to each unit upon the commencement of a new tenancy. The RTWP at a minimum will include one voucher good for a Metro EZ Transit Pass or equivalent multi-agency pass valid for at least the first month of the tenant's residency, as well as area bus/rail transit route information. The RTWP will also inform residents about the Transit Information Center discussed in Section 1.A above and explain how to access the Transit Information Center.

B. *Marketing and Outreach to Downtown Employers and Employees.* Developer shall prepare and implement a marketing and

outreach plan designed to notify Downtown employers and their employees of the Project's residential component for the purpose of encouraging those that work in the Downtown area to consider residing in the Project. Such plan shall be subject to reasonable approval by the Planning Director. Developer shall market these residential units exclusively to downtown employers and their employees for a period of 90 days when these units are initially offered for rent. As residential units become vacant, Developer shall make reasonable efforts to contact Downtown employers and their employees for the purpose of informing them of such vacancies and the opportunity to live closer to their places of employment.

C. *Convenient and Secure Bicycle Storage for Residents*. The Developer shall provide a convenient and secure bicycle parking area for residents of the Project in the Subterranean Space as shown on the Project Plans that shall have sufficient space to accommodate one (1) bicycle for each bedroom at the Project (with a minimum of one (1) space per unit). For the purposes of this Section, secure bicycle parking shall mean bicycle lockers, an attended cage, or a secure parking room. If the secure bicycle storage is not secure individual bicycle lockers, residential secure bicycle storage shall be provided in an area separate from the secure bicycle storage for commercial employees. Furthermore, the Developer shall provide 53 additional bike racks for residents above vehicular parking spaces in the subterranean garage.

4. Changes to TDM Plan. Subject to the reasonable approval of the City's Planning Director, the Developer may: (a) modify this TDM Plan provided the TDM Plan, as modified, can be demonstrated as equal or superior in its effectiveness at mitigating the traffic-generating effects of this Project or (b) modify this TDM Plan to help the Project achieve the applicable AVR standards. The Planning Director may also propose modifications to the TDM Plan to achieve the applicable AVR standards. Changes to the TDM Plan in accordance with this Section shall be treated as Minor Modifications pursuant to Section 2.4.2.

5. New TDM Ordinance. If the City adopts a new ordinance of general application that updates or replaces Chapter 9.16 of the Zoning Ordinance and that applies to the geographic area in which the Property is located ("New TDM Ordinance"), then, subject to the Planning Director's approval in his or her sole and absolute discretion, Developer may elect to comply with the new TDM Ordinance in lieu of complying with the TDM Plan outlined in this Agreement.

(i) Electric Vehicle Parking: Developer shall install stub-outs in the Project for five (5) electric vehicle charging stations for the purpose of promoting electric car usage and reduced vehicular emissions.

(j) Photovoltaic Panels: Developer shall install photovoltaic solar panels on the roof of the Project, as shown on the plans.

(k) Local Hiring Program: Developer shall implement and monitor the Local Hiring Program as set forth in Exhibit "F."

(l) Project Design. As a result of this Agreement, there are enhanced elements of the Project design, including an Enhanced Walkway Area as shown on the Project Plans. Developer shall make the Enhanced Walkway Area accessible to the public at all times, except between the hours of 2:00am through 6:00 am. The public use of that certain area designated on the Project Plans as "Enhanced Walkway" shall be: (i) consistent with the terms and conditions of this Agreement; (ii) solely for pedestrian access to and passive use of the Enhanced Walkway by the public, including walking, strolling, and similar activity; and (iii) compatible with Developer's development, use and enjoyment of the Project. No use other than pedestrian access to and passive use of the Enhanced Walkway by the public shall be permitted on the Enhanced Walkway. Notwithstanding the above, Developer may limit public access to the Enhanced Walkway Area during other hours, but only if the Enhanced Walkway area is utilized for outdoor dining.

2.7 Prohibited Activities in the Enhanced Walkway. Nothing in this Agreement shall give members of the public the right, without the prior written consent of Developer, which consent may be conditioned or withheld by Developer in Developer's sole discretion, to engage in any other activity on the Enhanced Walkway, including, without limitation any of the following: (i) cooking, dispensing or preparing food; (ii) selling any item or engaging in the solicitation of money, signatures, or other goods or services; (iii) sleeping or staying overnight; (iv) engaging in political or other demonstrations; (v) using sound amplifying equipment; or (vi) engaging in any illegal, dangerous or other activity that Developer reasonably deems to be inconsistent with other uses in the Project or with the use of the Enhanced Walkway by other members of the public for the permitted purposes, such as excessive noise or boisterous activity, bicycle or skateboard riding skating or similar activity, being intoxicated, having offensive bodily hygiene, having shopping carts or other wheeled conveyances (except for wheelchairs and baby strollers/carriages), and Developer shall retain the right to cause persons engaging in such conduct to be removed from the Project. If any such persons refuse to leave the Project, they shall be deemed to be trespassing and be subject to arrest in accordance with applicable law. Developer shall be entitled to establish and post rules and regulations for use of the Enhanced Walkway consistent with the foregoing. Nothing in this Agreement or in the Project Plans shall be deemed to mean that the Enhanced Walkway is a public park or is subject to legal requirements applicable to a public park or other public space. The Enhanced Walkway shall remain the private property of Developer with members of the public having only a license to occupy and use the Enhanced Walkway in a manner consistent with this Article 2

2.8 Parking. The number of parking spaces provided in the Project shall be sixty six (66), including up to ten (10) compact parking spaces. This Agreement and the Project Plans set forth the exclusive off-street parking requirements for the Project and

supersede all other minimum space parking requirements under the Existing Regulations, including without limitation Part 9.04.10.08 of the Zoning Ordinance.

2.9 Design.

2.9.1 Setbacks. Developer shall maintain the setbacks for the Project as set shown on the Project Plans. In the event that any inconsistencies exist between the Zoning Ordinance and the setbacks established by this Agreement, then the setbacks required by this Agreement shall prevail.

2.9.2 Building Height. The maximum height of the Building as well as each floor to ceiling height shall be as set forth on the Project Plans. In the event that any inconsistencies exist between the Zoning Ordinance and the Building height and/or floor to ceiling heights allowed by this Agreement, then the Building height and floor to ceiling heights allowed by this Agreement shall prevail.

2.9.3 Stepbacks. Developer shall maintain the stepbacks for the Project as set forth on the Project Plans. In the event that any inconsistencies exist between the Zoning Ordinance and the stepbacks required by this Agreement, then the stepbacks established by this Agreement shall prevail.

2.9.4 Permitted Projections. Projections shall be permitted as reflected on the Project Plans. In the event that any inconsistencies exist between the Zoning Ordinance and the projections permitted by this Agreement, then the projections permitted by this Agreement shall prevail.

2.9.5 Signage. The location, size, materials, and color of any signage shall be reviewed by the ARB (or the Planning Commission on appeal) in accordance with the procedures set forth in Section 6.1 of this Agreement. All signs on the Property shall be subject to Chapter 9.52 of the Zoning Ordinance (Santa Monica Sign Code) in effect as of the Effective Date, a copy of which is set forth in its entirety in Exhibit "E". Directional signs for vehicles shall be located at approaches to driveways as required by the City's Strategic Transportation Planning Division.

2.9.6 Balconies. Balconies shall be provided in accordance with the Project Plans.

2.9.7 Open Space. The amount and location of Project open space shall be provided in accordance with the Project Plans.

2.9.8 Floor Area. The amount of Floor Area shall be permitted as set forth in this Agreement and as depicted on the Project Plans. In the event that any inconsistencies exist between the Zoning Ordinance and the FAR allowed by this Agreement and as depicted on the Project Plans, then the FAR allowed by this Agreement and as depicted on the Project Plans shall prevail.

2.10 Contract with City. Developer hereby acknowledges that in approving this Development Agreement for the Project, the City is waiving fees and taxes and

modifying development standards otherwise applicable to the Project such as increasing unit density, reducing parking standards, and other property development standards. In exchange for such forms of assistance from the City, which are of financial benefit to the Developer, Developer has entered into this contract with the City and agreed to the other conditions of the Development Agreement, including the requirement to provide and maintain eight (8) affordable units on site for occupancy by income qualified households. The parties agree and acknowledge that this is a contract providing forms of assistance to the Developer within the meaning of Civil Code Section 1954.52(b) and Government Code Section 65915 *et seq.*

ARTICLE 3

CONSTRUCTION

3.1 Construction Mitigation Plan. During the construction phase of the Project, Developer shall comply with the Construction Mitigation Plan attached as Exhibit "H" hereto.

3.2 Construction Hours. Developer shall be permitted to perform construction between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. Saturday; provided that interior construction work which does not generate noise of more than thirty (30) decibels beyond the Property line may also be performed between the hours of 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 9:00 a.m. and 5:00 p.m. to 6:00 p.m. Saturday. Notwithstanding the foregoing, pursuant to SMMC Section 4.12.110(e), Developer has the right to seek a permit from the City authorizing construction activity during the times otherwise prohibited by this Section. The Parties acknowledge and agree that, among other things, after hours construction permits can be granted for concrete pours.

3.3 Outside Building Permit Issuance Date. If Developer has not been issued a building permit for the Project by the "Outside Building Permit Issuance Date" (defined below), then on the day after the Outside Building Permit Issuance Date, without any further action by either Party, this Agreement shall automatically terminate and be of no further force or effect. For purposes of clarity, if Developer has not been issued a building permit for the Project by the Outside Building Permit Issuance Date, the City shall not be required to pursue its remedies under Section 11.4 of this Agreement, and this Agreement shall, instead, automatically terminate. "**Outside Building Permit Issuance Date**" means the date that is the last day of the thirty-sixth (36th) full calendar month after the Effective Date; provided that the Outside Building Permit Issuance Date may be extended by applicable Excusable Delays and otherwise in accordance with the remainder of this paragraph. If the approval by the ARB of the Project design does not occur within four (4) months of the submittal by Developer to the ARB of the Project design, then the Outside Building Permit Issuance Date shall be extended one month for each additional month greater than four that the final ARB approval is delayed. At any time before the last day of the thirty-sixth (36th) full calendar month after the Effective Date (the "**Extension Notice Date**"), Developer may deliver written notice to the Planning Director, requesting an extension of the Outside Building Permit Issuance Date

for an additional twelve (12) months. The Outside Building Permit Issuance Date may be administratively extended not more than one (1) time for an additional twelve (12) months.. The Planning Director may grant such extension if Developer can demonstrate substantial progress has been made towards obtaining a building permit and show reasonable cause why Developer will not be able to obtain the building permit for the Project by the initial Outside Building Permit Issuance Date and can demonstrate that: (a) the condition of the Property will not adversely affect public health or safety and (b) the continued delay will not create any unreasonable visual or physical detriment to the neighborhood.

3.4 Construction Period. Construction of the Project shall be subject to the provisions of SMMC Section 8.08.070.

3.5 Damage or Destruction. If the Project, or any part thereof, is damaged or destroyed during the term of this Agreement, Developer shall be entitled to reconstruct the Project in accordance with this Agreement if: (a) Developer obtains a building permit for this reconstruction prior to the expiration of this Agreement and (b) the Project is found to be consistent with the City's General Plan in effect at the time of obtaining the building permit.

ARTICLE 4

PROJECT FEES, EXACTIONS, AND CONDITIONS

4.1. Fees, Exactions, and Conditions. Except as expressly set forth in Section 2.6.2 (relating to Community Benefits), Section 4.2 (relating to modifications), and Section 5.2 (relating to Subsequent Code Changes) below, the City shall charge and impose only those fees, exactions,, conditions, and standards of construction set forth in this Agreement, including Exhibits "C", "D" and "I" attached hereto, and no others. If any of the conditions set forth on Exhibit "D" is satisfied by others, Developer shall be deemed to have satisfied such measures or conditions.

4.2. Conditions on Modifications. The City may impose fees, exactions, mitigation measures and conditions in connection with its approval of Minor or Major Modifications, provided that all fees, exactions, mitigation measures and conditions shall be in accordance with any applicable law.

4.3. Implementation of Conditions of Approval.

4.3.1 Compliance with Conditions of Approval. Developer shall be responsible to adhere to the conditions of approval set forth in Exhibit "D" in accordance with the timelines established in Exhibit "D."

4.3.2 Survival of Conditions of Approval. If Developer proceeds with the construction of the Project, except as otherwise expressly limited in this Agreement, the obligations and requirements imposed by the conditions of approval set forth in the attached Exhibit "D" shall survive the expiration of the Term of this Agreement and shall

remain binding on Developer, its successors and assigns, and shall continue in effect for the life of the Project.

4.3.3 On-Site Affordable Fee Waivers and Reductions. Notwithstanding the foregoing, the Residential Buildings shall be entitled to all fee waivers and fee reductions available for projects involving on-site affordable housing under the SMMC then in effect.

ARTICLE 5

EFFECT OF AGREEMENT ON CITY LAWS AND REGULATIONS

5.1 Development Standards for the Property; Existing Regulations. The following development standards and restrictions set forth in this Section 5.1 govern the use and development of the Project and shall constitute the Existing Regulations, except as otherwise expressly required by this Agreement.

5.1.1 Defined Terms. The following terms shall have the meanings set forth below:

(a) "**Existing Regulations**" collectively means all of the following which are in force and effect as of the Effective Date: (i) the General Plan (including, without limitation, the LUCE); (ii) the Bayside District Specific Plan; (iii) the Zoning Ordinance except as modified herein; (iv) the IZO; (v) any and all ordinances, rules, regulations, standards, specifications and official policies of the City governing, regulating or affecting the demolition, grading, design, development, building, construction, occupancy or use of buildings and improvements or any exactions therefore, except as amended by this Agreement; and (vi) the development standards and procedures in ARTICLE 2 of this Agreement.

(b) "**Subsequent Code Changes**" collectively means all of the following which are adopted or approved subsequent to the Effective Date, whether such adoption or approval is by the City Council, any department, division, office, board, commission or other agency of the City, by the people of the City through charter amendment, referendum, initiative or other ballot measure, or by any other method or procedure: (i) any amendments, revisions, additions or deletions to the Existing Regulations; or (ii) new codes, ordinances, rules, regulations, standards, specifications and official policies of the City governing or affecting the grading, design, development, construction, occupancy or use of buildings or improvements or any exactions therefor. "Subsequent Code Changes" includes, without limitation, any amendments, revisions or additions to the Existing Regulations imposing or requiring the payment of any fee, special assessment or tax.

5.1.2 Existing Regulations Govern the Project. Except as provided in Section 5.2, development of the Buildings and improvements that will comprise the Project, including without limitation, the development standards for the demolition, grading, design, development, construction, occupancy or use of such Buildings and improvements, and any exactions therefor, shall be governed by the Existing Regulations.

The City agrees that this Agreement is consistent with the General Plan, including the LUCE, and the Bayside District Specific Plan as more fully described in the Recitals. Any provisions of the Existing Regulations inconsistent with the provisions of this Agreement, to the extent of such inconsistencies and not further, are hereby deemed modified to that extent necessary to effectuate the provisions of this Agreement. The Project shall be exempt from: (a) all Discretionary Approvals or review by the City or any agency or body thereof, other than the matters of architectural review by the ARB as specified in Section 6.1 and review of modifications to the Project as expressly set forth in Sections 2.4.2 and 2.4.3; (b) the application of any subsequent local development or building moratoria, development or building rationing systems or other restrictions on development which would adversely affect the rate, timing, or phasing of construction of the Project, and (c) Subsequent Code Changes which are inconsistent with this Agreement.

5.2 Permitted Subsequent Code Changes.

5.2.1 Applicable Subsequent Code Changes. Notwithstanding the terms of Section 5.1, this Agreement shall not prevent the City from applying to the Project the following Subsequent Code Changes set forth below in this Section 5.2.1.

(a) Processing fees and charges imposed by the City to cover the estimated actual costs to City of processing applications for development approvals including: (i) all application, permit, and processing fees incurred for the processing of this Agreement, any administrative approval of a Minor Modification, or any amendment of this Agreement in connection with a Major Modification; (ii) all building plan check and building inspection fees for work on the Property in effect at the time an application for a grading permit or building permit is applied for; and (iii) the public works plan check fee and public works inspection fee for public improvements constructed and installed by Developer and (iv) fees for monitoring compliance with any development approvals, or any environmental impact mitigation measures; provided that such fees and charges are uniformly imposed by the City at similar stages of project development on all similar applications and for all similar monitoring.

(b) General or special taxes, including, but not limited to, property taxes, sales taxes, parcel taxes, transient occupancy taxes, business taxes, which may be applied to the Property or to businesses occupying the Property; provided that (i) the tax is of general applicability City-wide and does not burden the Property disproportionately to other similar developments within the City; and (ii) the tax is not a levy, assessment, fee or tax imposed for the purpose of funding public or private improvements on other property located within the Downtown District (as defined in the City's General Plan as of the Effective Date).

(c) Procedural regulations relating to hearing bodies, petitions, applications, notices, documentation of findings, records, manner in which hearings are conducted, reports, recommendations, initiation of appeals, and any other matters of procedure; provided such regulations are uniformly imposed by the City on all matters, do not result in any unreasonable decision-making delays and do not affect the

substantive findings by the City in approving this Agreement or as otherwise established in this Agreement.

(d) Regulations governing construction standards and specifications which are of general application that establish standards for the construction and installation of structures and associated improvements, including, without limitation, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code; provided that such construction standards and specifications are applied on a City-wide basis and do not otherwise limit or impair the Project approvals granted in this Agreement unless adopted to meet health and safety concerns.

(e) Any City regulations to which Developer has consented in writing.

(f) Collection of such fees or exactions as are imposed and set by governmental entities not controlled by City but which are required to be collected by City.

(g) Regulations which do not impair the rights and approvals granted to Developer under this Agreement. For the purposes of this Section 5.2.1(g), regulations which impair Developer's rights or approvals include, but are not limited to, regulations which (i) materially increase the cost of the Project (except as provided in Section 5.2.1(a), (b), and (d) above), or (ii) which would materially delay development of the Project or that would cause a material change in the uses of the Project as provided in this Agreement.

5.2.2 New Rules and Regulations. This Agreement shall not be construed to prevent the City from applying new rules, regulations and policies in those circumstances specified in Government Code Section 65866.

5.2.3 State or Federal Laws. In the event that state or federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; provided that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

5.3 Common Set of Existing Regulations. Prior to the Effective Date, the City and Developer shall use reasonable efforts to identify, assemble and copy three identical sets of the Existing Regulations, to be retained by the City and Developer, so that if it becomes necessary in the future to refer to any of the Existing Regulations, there will be a common set of the Existing Regulations available to all Parties.

5.4 Conflicting Enactments. Except as provided in Section 5.2 above, any Subsequent Code Change which would conflict in any way with or be more restrictive than the Existing Regulations shall not be applied by the City to any part of the Property.

Developer may, in its sole discretion, give the City written notice of its election to have any Subsequent Code Change applied to such portion of the Property as it may have an interest in, in which case such Subsequent Code Change shall be deemed to be an Existing Regulation insofar as that portion of the Property is concerned. If there is any conflict or inconsistency between the terms and conditions of this Agreement and the Existing Regulations, the terms and conditions of this Agreement shall control.

5.5 Timing of Development. The California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties in that case to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement. It is the intent of Developer and the City to cure that deficiency by expressly acknowledging and providing that any Subsequent Code Change that purports to limit over time the rate or timing of development or to alter the sequencing of development phases (whether adopted or imposed by the City Council or through the initiative or referendum process) shall not apply to the Property or the Project and shall not prevail over this Agreement. In particular, but without limiting any of the foregoing, no numerical restriction shall be placed by the City on the amount of total square feet or the number of buildings, structures, residential units that can be built each year on the Property except as expressly provided in this Agreement.

ARTICLE 6

ARCHITECTURAL REVIEW BOARD

6.1 Architectural Review Board Approval. The Project shall be subject to review and approval or conditional approval by the ARB in accordance with design review procedures in effect under the Existing Regulations. Consistent with Existing Regulations, the ARB cannot require modifications to the building design which negates the fundamental development standards established by this Agreement. For example, the ARB cannot require reduction in the overall height of the buildings, reduction in the number of stories in the buildings, reduction in density, or reduction in floor area greater than three and a half percent (3.5%). Decisions of the ARB are appealable to the Planning Commission in accordance with the Existing Regulations.

6.2 [Reserved]

ARTICLE 7

CITY TECHNICAL PERMITS

7.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

7.1.1 "**Technical City Permits**" means any Ministerial Approvals, consents or permits from the City or any office, board, commission, department, division or agency of the City, which are necessary for the actual construction of the Project or any portion thereof in accordance with the Project Plans and this Agreement. Technical

City Permits include, without limitation (a) building permits, (b) related mechanical, electrical, plumbing and other technical permits, (c) demolition, excavation and grading permits, (d) encroachment permits, and (e) temporary and final certificates of occupancy.

7.1.2 "**Technical Permit Applications**" means any applications required to be filed by Developer for any Technical City Permits.

7.2 Diligent Action by City.

7.2.1 Upon satisfaction of the conditions set forth in Section 7.3, the City shall accept the Technical Permit Applications filed by Developer with the City and shall diligently proceed to process such Technical Permit Applications to completion.

7.2.2 Upon satisfaction of the conditions set forth in Section 7.3, the City shall diligently issue the Technical City Permits which are the subject of the Technical Permit Applications.

7.3 Conditions for Diligent Action by the City.

7.3.1 Acceptance and Processing of Technical Permit Applications. The obligation of the City to accept and diligently process the Technical Permit Applications which are filed by Developer, and then issue the Technical City Permits, is subject to the satisfaction of the following conditions:

(a) Developer shall have completed and filed all Technical Permit Applications which are required under the administrative procedures and policies of the City which are in effect on the date when the Technical Permit Application is filed; provided that such procedures and policies are uniformly in force and effect throughout the City;

(b) Developer shall have paid all processing and permit fees established by the City in connection with the filing and processing of any Technical Permit Application which are in effect on the date when the Technical Permit Application is filed; provided that such fees are uniformly in force and effect throughout the City; and

(c) If required for the particular Technical Permit Application, Developer shall have obtained the approval of the ARB referred to in Section 6.1. above.

7.3.2 Issuance of a Technical City Permit. The obligation of the City to issue a Technical City Permit which is the subject of a Technical Permit Application filed by Developer is subject to the satisfaction of the following conditions (and only such conditions and no others):

(a) Developer shall have complied with all of its obligations under this Agreement which are required to be performed prior to or concurrent with the issuance of the Technical City Permits for the proposed Buildings;

(b) Developer shall have received any permits or approvals from other governmental agencies which are required by law to be issued prior to or concurrent with the issuance of the Technical City Permits for the proposed Buildings;

(c) The proposed Buildings conform to the development standards for such Buildings established in this Agreement. In the event that a proposed Building is not in conformance with the development standards, Developer shall have the right to seek any relief from such standards under the procedures then available in the City; and

(d) The proposed Buildings conform to the Administrative and Technical Construction Codes of the City (Article VIII, Chapter 1 of the Santa Monica Municipal Code) (the "**Technical Codes**") in effect on the date that the Technical Permit Application is filed.

7.3.3 New Technical Requirements. From time to time, the City's Technical Codes are amended to meet new technical requirements related to techniques of building and construction. If the sole means of achieving compliance for the Project with such revisions to the Technical Codes made after the Effective Date ("**New Technical Requirements**") would require an increase from the allowable Building Height established in this Agreement for the Project, then the Planning Director is hereby authorized to grant Developer limited relief from the allowable Building Height without amending this Agreement if the requested relief is in compliance with the City's General Plan. Any such approval shall be granted only after the Planning Director's receipt of a written request for such relief from Developer. Developer is required to supply the Planning Director with written documentation of the fact that compliance with the New Technical Requirements cannot be achieved by some other method. Any such relief shall only be granted to the extent necessary in the Planning Director's determination for Developer to comply with the New Technical Requirements.

7.4 Duration of Technical City Permits. The duration of Technical City Permits issued by the City, and any extensions of the time period during which such Technical City Permits remain valid, shall be established in accordance with the Technical Codes in effect at the time that the Technical City Permits are issued. Subject to the terms of the next sentence, the lapse or expiration of a Technical City Permit shall not preclude or impair Developer from subsequently filing another Technical Permit Application for the same matter during the Term of this Agreement, which shall be processed by the City in accordance with the provisions of this ARTICLE 7. Notwithstanding anything to the contrary in this Agreement, if Developer obtains building permits for the Project and, at any time after the Outside Building Permit Issuance Date, such building permits expire or are revoked pursuant to the applicable terms of the SMMC (as the same may be amended from time to time), then Developer may not subsequently apply for new building permits for the Project without first obtaining the prior written consent of the Planning Director, which may be granted or withheld in the Planning Director's sole discretion.

7.5 [Reserved]

7.6 [Reserved]

ARTICLE 8

AMENDMENT AND MODIFICATION

8.1 Amendment and Modification of Development Agreement. Subject to the notice and hearing requirements of the applicable Development Agreement Statutes, this Agreement may be modified or amended from time to time only with the written consent of Developer and the City or their successors and assigns in accordance with the provisions of the SMMC and Section 65868 of the California Government Code.

ARTICLE 9

TERM

9.1 Effective Date. This Agreement shall be dated, and the obligations of the Parties hereunder shall be effective as of the date upon which the ordinance approving this Agreement becomes effective (the "**Effective Date**"). The Parties shall execute this Agreement within ten (10) working days of the Effective Date.

9.2 Term.

9.2.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue for ten (10) years thereafter (the "**Term**"), unless the Term is otherwise terminated pursuant to Section 11.4, after the satisfaction of all applicable public hearing and related procedural requirements or pursuant to Section 3.3.

9.2.2 Termination Certificate. Upon termination of this Agreement, the Parties hereto shall execute an appropriate certificate of termination in recordable form (a "**Termination Certificate**"), which shall be recorded in the official records of Los Angeles County.

9.2.3 Effect of Termination. Except as expressly provided herein (e.g., Section 4.3.2), none of the parties' respective rights and obligations under this Agreement shall survive the Term.

ARTICLE 10

PERIODIC REVIEW OF COMPLIANCE

10.1 City Review. The City shall review compliance with this Development Agreement once each year, on or before March 31st (each, a "**Periodic Review**"), in accordance with this ARTICLE 10 in order to determine whether or not Developer is out-of-compliance with any specific term or provision of this Agreement.

10.2 Evidence of Good Faith Compliance. On or before October 1st of each year, Developer shall deliver to the City a written report demonstrating that Developer

has been in good faith compliance with this Agreement during the twelve (12) month period prior to the anniversary of the Effective Date. The written report shall be provided in the form established by the City. For purposes of this Agreement, the phrase "good faith compliance" shall mean the following: (a) compliance by Developer with the requirements of the Existing Regulations, except as otherwise modified by this Agreement; and (b) compliance by Developer with the terms and conditions of this Agreement, subject to the existence of any specified Excusable Delays (as defined in Section 15.8 below) which prevented or delayed the timely performance by Developer of any of its obligations under this Agreement.

10.3 Information to be Provided to Developer. Prior to any public hearing concerning the Periodic Review of this Agreement, the City shall deliver to Developer a copy of all staff reports prepared in connection with a Periodic Review, written comments from the public and, to the extent practical, all related exhibits concerning such Periodic Review. If the City delivers to Developer a Notice of Breach pursuant to Section 11.1 below, the City shall concurrently deliver to Developer a copy of all staff reports prepared in connection with such Notice of Breach, all written comments from the public and all related exhibits concerning such Notice of Breach.

10.4 Notice of Breach; Cure Rights. If during any Periodic Review, the City reasonably concludes on the basis of substantial evidence that Developer has not demonstrated that it is in good faith compliance with this Agreement, then the City may issue and deliver to Developer a written Notice of Breach pursuant to Section 11.1 below, and Developer shall have the opportunity to cure the default identified in the Notice of Breach during the cure periods and in the manner provided by Section 11.2 and Section 11.3, as applicable.

10.5 Failure of Periodic Review. The City's failure to review at least annually compliance by Developer with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a breach by any other Party of this Agreement.

10.6 Termination of Development Agreement. If Developer fails to timely cure any item(s) of non-compliance set forth in a Notice of Default, then the City shall have the right but not the obligation to initiate proceedings for the purpose of terminating this Agreement pursuant to Section 11.4 below.

10.7 City Cost Recovery. Following completion of each Periodic Review, Developer shall reimburse the City for its actual and reasonable costs incurred in connection with such review.

ARTICLE 11

DEFAULT

11.1 Notice and Cure.

11.1.1 Breach. If either Party fails to substantially to perform any term, covenant or condition of this Agreement which is required on its part to be performed (a

"**Breach**"), the non-defaulting Party shall have those rights and remedies provided in this Agreement; provided that such non-defaulting Party has first sent a written notice of Breach (a "**Notice of Breach**"), in the manner required by Section 15.1, specifying the precise nature of the alleged Breach (including references to pertinent Sections of this Agreement and the Existing Regulations or Subsequent Code Changes alleged to have been breached), and the manner in which the alleged Breach may satisfactorily be cured. If the City alleges a Breach by Developer, the City shall also deliver a copy of the Notice of Breach to any Secured Lender of Developer which has delivered a Request for Notice to the City in accordance with ARTICLE 12.

11.1.2 Monetary Breach. In the case of a monetary Breach by Developer, Developer shall promptly commence to cure the identified Breach and shall complete the cure of such Breach within thirty (30) business days after receipt by Developer of the Notice of Breach; provided that if such monetary Breach is the result of an Excusable Delay or the cure of the same is delayed as a result of an Excusable Delay, Developer shall deliver to the City reasonable evidence of the Excusable Delay.

11.1.3 Non-Monetary Breach. In the case of a non-monetary Breach by either Party, the alleged defaulting Party shall promptly commence to cure the identified Breach and shall diligently prosecute such cure to completion; provided that the defaulting Party shall complete such cure within thirty (30) days after receipt of the Notice of Breach or provide evidence of Excusable Delay that prevents or delays the completion of such cure. The thirty (30) day cure period for a non-monetary Breach shall be extended as is reasonably necessary to remedy such Breach; provided that the alleged defaulting Party commences such cure promptly after receiving the Notice of Breach and continuously and diligently pursues such remedy at all times until such Breach is cured.

11.1.4 Excusable Delay. Notwithstanding anything to the contrary contained in this Agreement, the City's exercise of any of its rights or remedies under this ARTICLE 11 shall be subject to the provisions regarding Excusable Delay in Section 15.8 below.

11.2 Remedies for Monetary Default. If there is a Breach by Developer in the performance of any of its monetary obligations under this Agreement which remains uncured (a) thirty (30) business days after receipt by Developer of a Notice of Breach from the City and (b) after expiration of Secured Lender's Cure Period under Section 12.1 (if a Secured Lender of Developer has delivered a Request for Notice to the City in accordance with Section 12.1), then an "**Event of Monetary Default**" shall have occurred by Developer and the City shall have available any right or remedy provided in this Agreement, at law or in equity. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

11.3 Remedies for Non-Monetary Default.

11.3.1 Remedies of Parties. If any Party receives a Notice of Breach from the other Party regarding a non-monetary Breach, and the non-monetary Breach remains

uncured: (a) after expiration of all applicable notice and cure periods, and (b) in the case of a Breach by Developer, after the expiration of Secured Lender's Cure Period under Section 12.1 (if a Secured Lender of Developer has delivered a Request for Notice to the City in accordance with Section 12.1), then an "Event of Non-Monetary Default" shall have occurred and the non-defaulting Party shall have available any right or remedy provided in this Agreement, or provided at law or in equity except as prohibited by this Agreement. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

11.3.2 Specific Performance. The City and Developer acknowledge that monetary damages and remedies at law generally are inadequate and that specific performance is an appropriate remedy for the enforcement of this Agreement. Therefore, unless otherwise expressly provided herein, the remedy of specific performance shall be available to the non-defaulting party if the other Party causes an Event of Non-Monetary Default to occur.

11.3.3 Writ of Mandate. The City and Developer hereby stipulate that Developer shall be entitled to obtain relief in the form of a writ of mandate in accordance with Code of Civil Procedure Section 1085 or Section 1094.5, as appropriate, to remedy any Event of Non-Monetary Default by the City of its obligations and duties under this Agreement. Nothing in this Section 11.3.3, however, is intended to alter the evidentiary standard or the standard of review applicable to any action of, or approval by, the City pursuant to this Agreement or with respect to the Project.

11.3.4 No Damages Relief Against City. It is acknowledged by Developer that the City would not have entered into this Agreement if the City were to be liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorneys' fees and court costs, the City shall not be liable in damages to Developer and Developer covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

(a) for any default under this Agreement;

(b) for the regulatory taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto; or

(c) arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

The City and Developer agree that the provisions of this Section 11.3.4 do not apply for damages which:

(a) do not arise under this Agreement;

(b) are not with respect to any right or interest conveyed or provided under this Agreement or pursuant to this Agreement; or

(c) do not arise out of or which are not connected to any dispute, controversy, or issue regarding the application, interpretation, or effect of the provisions of this Agreement or the application of any City rules, regulations, or official policies.

11.3.5 Enforcement by the City. The City, at its discretion, shall be entitled to apply the remedies set forth in Chapters 1.09 and 1.10 of the SMMC as the same may be amended from time to time and shall follow the notice procedures of Chapter 1.09 and 1.10 respectively in lieu of Section 11.1 of this Agreement if these remedies are applied.

11.3.6 No Damages Against Developer. It is acknowledged by the City that Developer would not have entered into this Agreement if Developer were to be liable in damages in connection with any non-monetary default hereunder. Consequently, and except for the payment of attorneys' fees and court costs, Developer shall not be liable in damages to the City for any nonmonetary default and the City covenants on behalf of itself not to sue for or claim any damages:

(a) for any non-monetary default hereunder or;

(b) arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

The City and Developer agree that the provisions of this Section 11.3.6 do not apply for damages which:

(a) are for a monetary default; or

(b) do not arise out of or which are not connected with any dispute, controversy or issue regarding the application, interpretation, or effect of the provisions of this Agreement to or the application of, any City rules, regulations, or official policies.

11.3.7 No Other Limitations. Except as expressly set forth in this Section 11.3, the provisions of this Section 11.3 shall not otherwise limit any other rights, remedies, or causes of action that either the City or Developer may have at law or equity after the occurrence of any Event of Non-Monetary Default.

11.4 Modification or Termination of Agreement by City.

11.4.1 Default by Developer. If Developer causes either an Event of Monetary Default or an Event of Non-Monetary Default, then the City may commence proceedings to modify or terminate this Agreement pursuant to this Section 11.4.

11.4.2 Procedure for Modification or Termination. The procedures for modification or termination of this Agreement by the City for the grounds set forth in Section 11.4.1 are as follows:

(a) The City shall provide a written notice to Developer (and to any Secured Lender of Developer which has delivered a Request for Notice to the City in accordance of Section 12.1) of its intention to modify or terminate this Agreement unless Developer (or the Secured Lender) cures or corrects the acts or omissions that constitute the basis of such determinations by the City (a "**Hearing Notice**"). The Hearing Notice shall be delivered by the City to Developer in accordance with Section 15.1 and shall contain the time and place of a public hearing to be held by the City Council on the determination of the City to proceed with modification or termination of this Agreement. The public hearing shall not be held earlier than: (i) thirty-one (31) days after delivery of the Hearing Notice to Developer or (ii) if a Secured Lender has delivered a Request for Notice in accordance with Section 12.1, the day following the expiration of the "Secured Lender Cure Period" (as defined in Section 12.1.3).

(b) If, following the conclusion of the public hearing, the City Council: (i) determines that an Event of Non-Monetary Default has occurred or the Developer has not been in good faith compliance with this Agreement pursuant to Section 10.1, as applicable and (ii) further determines that Developer (or the Secured Lender, if applicable) has not cured (within the applicable cure periods) the acts or omissions that constitute the basis of the determination under clause (i) above or if those acts or omissions could not be reasonably remedied prior to the public hearing that Developer (or the Secured Lender) has not in good faith commenced to cure or correct such acts or omissions prior to the public hearing or is not diligently and continuously proceeding therewith to completion, then upon making such conclusions, the City Council may modify or terminate this Agreement. The City cannot unilaterally modify the provisions of this Agreement pursuant to this Section 11.4. Any such modification requires the written consent of Developer. If the City Council does not terminate this Agreement, but proposes a modification to this Agreement as a result of the public hearing and Developer does not (within five (5) days of receipt) execute and deliver to the City the form of modification of this Agreement submitted to Developer by the City, then the City Council may elect to terminate this Agreement at any time after the sixth day after Developer's receipt of such proposed modification.

11.5 Cessation of Rights and Obligations. If this Agreement is terminated by the City pursuant to and in accordance with Section 11.4, the rights, duties and obligations of the Parties under this Agreement shall cease as of the date of such termination, except only for those rights and obligations that expressly survive the

termination of this Agreement. In such event, any and all benefits, including money received by the City prior to the date of termination, shall be retained by the City.

11.6 Completion of Improvements. Notwithstanding the provisions of Sections 11.2, 11.3, 11.4, and 11.5, if prior to termination of this Agreement, Developer has performed substantial work and incurred substantial liabilities in good faith reliance upon a building permit issued by the City, then Developer shall have acquired a vested right to complete construction of the Buildings in accordance with the terms of the building permit and occupy or use each such Building upon completion for the uses permitted for that Building as provided in this Agreement. Any Building completed or occupied pursuant to this Section 11.6 shall be considered legal non-conforming subject to all City ordinances standards and policies as they then exist governing legal non-conforming buildings and uses unless the Building otherwise complies with the property development standards for the district in which it is located and the use is otherwise permitted or conditionally permitted in the district.

ARTICLE 12

MORTGAGEES

12.1 Encumbrances on the Property. This Agreement shall not prevent or limit Developer (in its sole discretion), from encumbering the Property (in any manner) or any portion thereof or any improvement thereon by any mortgage, deed of trust, assignment of rents or other security device securing financing with respect to the Property (a "**Mortgage**"). Each mortgagee of a mortgage or a beneficiary of a deed of trust (each, a "**Secured Lender**") on the Property shall be entitled to the rights and privileges set forth in this ARTICLE 12. Any Secured Lender may require from the City certain interpretations of this Agreement. The City shall from time to time, upon request made by Developer, meet with Developer and representatives of each of its Secured Lenders to negotiate in good faith any Secured Lender's request for interpretation of any part of this Agreement. The City will not unreasonably withhold, condition or delay the delivery to a Secured Lender of the City's written response to any such requested interpretation.

12.1.1 Mortgage Not Rendered Invalid. Except as provided in Section 12.1.2, neither entering into this Agreement nor a Breach of this Agreement, nor any Event of Monetary Default nor any Event of Non-Monetary Default shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value.

12.1.2 Priority of Agreement. This Agreement shall be superior and senior to the lien of any Mortgage. Any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a Secured Lender or its successor in interest (whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise) shall be subject to all of the terms and conditions of this Agreement.

12.1.3 Right of Secured Lender to Cure Default.

(a) A Secured Lender may give notice to the City, specifying the name and address of such Secured Lender and attaching thereto a true and complete copy of the Mortgage held by such Secured Lender, specifying the portion of the Property that is encumbered by the Secured Lender's lien (a "**Request for Notice**"). If the Request for Notice has been given, at the same time the City sends to Developer any Notice of Breach or Hearing Notice under this Agreement, then if such Notice of Breach or Hearing Notice affects the portion of the Property encumbered by the Secured Lender's lien, the City shall send to such Secured Lender a copy of each such Notice of Breach and each such Hearing Notice from the City to Developer. The copy of the Notice of Breach or the Hearing Notice sent to the Secured Lender pursuant to this Section 12.1.3(a) shall be addressed to such Secured Lender at its address last furnished to the City. The period within which a Secured Lender may cure a particular Event of Monetary Default or Event of Non-Monetary Default shall not commence until the City has sent to the Secured Lender such copy of the applicable Notice of Breach or Hearing Notice.

(b) After a Secured Lender has received a copy of such Notice of Default or Hearing Notice, such Secured Lender shall thereafter have a period of time (in addition to any notice and/or cure period afforded to Developer under this Agreement) equal to: (a) ten (10) business days in the case of any Event of Monetary Default and (b) thirty (30) days in the case of any Event of Non-Monetary Default, during which period the Secured Lender may provide a remedy or cure of the applicable Event of Monetary Default or may provide a remedy or cure of the applicable Event of Non-Monetary Default; provided that if the cure of the Event of Non-Monetary Default cannot reasonably be completed within thirty days, Secured Lender may, within such 30-day period, commence to cure the same and thereafter diligently prosecute such cure to completion (a "**Secured Lender's Cure Period**"). If Developer has caused an Event of Monetary Default or an Event of Non-Monetary Default, then each Secured Lender shall have the right to remedy such Event of Monetary Default or an Event of Non-Monetary Default, as applicable, or to cause the same to be remedied prior to the conclusion of the Secured Lender's Cure Period and otherwise as herein provided. The City shall accept performance by any Secured Lender of any covenant, condition, or agreement on Developer's part to be performed hereunder with the same force and effect as though performed by Developer.

(c) The period of time given to the Secured Lender to cure any Event of Monetary Default or an Event of Non-Monetary Default by Developer which reasonably requires that said Secured Lender be in possession of the Property to do so, shall be deemed extended to include the period of time reasonably required by said Secured Lender to obtain such possession (by foreclosure, the appointment of a receiver or otherwise) promptly and with due diligence; provided that during such period all other obligations of Developer under this Agreement, including, without limitation, payment of all amounts due, are being duly and promptly performed.

12.1.4 Secured Lender Not Obligated Under this Agreement.

(a) No Secured Lender shall have any obligation or duty under this Agreement to perform the obligations of Developer's or the affirmative covenants of Developer's hereunder or to guarantee such performance unless and until such time as a Secured Lender takes possession or becomes the owner of the estate covered by its Mortgage. If the Secured Lender takes possession or becomes the owner of any portion of the Property, then from and after that date, the Secured Lender shall be obligated to comply with all provisions of this Agreement; provided that the Secured Lender shall not be responsible to the City for any unpaid monetary obligations of Developer that accrued prior to the date the Secured Lender became the fee owner of the Property.

(b) Nothing in Section 12.1.4(a) is intended, nor should be construed or applied, to limit or restrict in any way the City's authority to terminate this Agreement, as against any Secured Lender as well as against Developer if any curable Event of Monetary Default or an Event of Non-Monetary Default is not completely cured within the Secured Lender's Cure Period.

ARTICLE 13

TRANSFERS AND ASSIGNMENTS

13.1 Transfers and Assignments.

13.1.1 Not Severable from Ownership Interest in Property. This Agreement shall not be severable from Developer's interest in the Property and any transfer of the Property or any portion thereof shall automatically operate to transfer the benefits and burdens of this Agreement with respect to the transferred Property or transferred portions, as applicable.

13.1.2 Transfer Rights. Developer may freely sell, transfer, exchange, hypothecate, encumber or otherwise dispose of its interest in the Property, without the consent of the City. Developer shall, however, give written notice to the City, in accordance with Section 15.1, of any transfer of the Property, disclosing in such notice (a) the identity of the transferee of the Property (the "**Property Transferee**") and (b) the address of the Property Transferee as applicable.

13.2 Release Upon Transfer. Upon the sale, transfer, exchange or hypothecation of the rights and interests of Developer to the Property, Developer shall be released from its obligations under this Agreement to the extent of such sale, transfer or exchange with respect to the Property if : (a) Developer has provided written notice of such transfer to City; and (b) the Property Transferee executes and delivers to City a written agreement in which the Property Transferee expressly and unconditionally assumes all of the obligations of Developer under this Agreement with respect to the Property in the form of Exhibit "I" attached hereto (the "**Assumption Agreement**"). Upon such transfer of the Property and the express assumption of Developer's obligations under this Agreement by the transferee, the City agrees to look solely to the transferee for compliance with the provisions of this Agreement. Any such transferee shall be entitled

to the benefits of this Agreement as "Developer" hereunder and shall be subject to the obligations of this Agreement. Failure to deliver a written Assumption Agreement hereunder shall not affect the transfer of the benefits and burdens as provided in Section 13.1, provided that the transferor shall not be released from its obligations hereunder unless and until the executed Assumption Agreement is delivered to the City.

ARTICLE 14

INDEMNITY TO CITY

14.1 Indemnity. Developer agrees to and shall defend, indemnify and hold harmless the City, its City Council, boards and commissions, officers, agents, employees, volunteers and other representatives (collectively referred to as "**City Indemnified Parties**") from and against any and all loss, liability, damages, cost, expense, claims, demands, suits, attorney's fees and judgments (collectively referred to as "**Damages**"), including but not limited to claims for damage for personal injury (including death) and claims for property damage arising directly or indirectly from the following: (1) for any act or omission of Developer or those of its officers, board members, agents, employees, volunteers, contractors, subcontractors or other persons acting on its behalf (collectively referred to as the "**Developer Parties**") which occurs during the Term and relates to this Agreement; (2) for any act or omission related to the operations of Developer Parties, including but not limited to the maintenance and operation of areas on the Property accessible to the public. Developer's obligation to defend, indemnify and hold harmless applies to all actions and omissions of Developer Parties as described above caused or alleged to have been caused in connection with the Project or Agreement, except to the extent any Damages are caused by the active negligence or willful misconduct of any City Indemnified Parties. This Section 14.1 applies to all Damages suffered or alleged to have been suffered by the City Indemnified Parties regardless of whether or not the City prepared, supplied or approved plans or specifications or both for the Project.

14.2 City's Right to Defense. The City shall have the right to approve legal counsel retained by Developer to defend any claim, action or proceeding which Developer is obligated to defend pursuant to Section 14.1, which approval shall not be unreasonably withheld, conditioned or delayed. If any conflict of interest results during the mutual representation of the City and Developer in defense of any such action, or if the City is reasonably dissatisfied with legal counsel retained by Developer, the City shall have the right (a) at Developer's costs and expense, to have the City Attorney undertake and continue the City's defense, or (b) with Developer's approval, which shall not be reasonably withheld or delayed, to select separate outside legal counsel to undertake and continue the City's defense.

ARTICLE 15

GENERAL PROVISIONS

15.1 Notices. Formal notices, demands and communications between the Parties shall be deemed sufficiently given if delivered to the principal offices of the City

or Developer, as applicable, by (i) personal service, or (ii) express mail, Federal Express, or other similar overnight mail or courier service, regularly providing proof of delivery, or (iii) registered or certified mail, postage prepaid, return receipt requested, or (iv) facsimile (provided that any notice delivered by facsimile is followed by a separate notice sent within twenty-four (24) hours after the transmission by facsimile delivered in one of the other manners specified above). Such notice shall be addressed as follows:

To City:
City of Santa Monica
1685 Main Street, Room 204
Santa Monica, CA 90401
Attention: City Manager
Fax: (310) 917-6640

With a Copy to:
City of Santa Monica
1685 Main Street, Room 212
Santa Monica, CA 90401
Attn: Planning and Community Development Director
Fax: (310) 458-3380

To Developer:
1320 2nd Street, LLC
12121 Wilshire Blvd. Suite 720
Los Angeles, CA. 90025
Attn: Kevin Farrell
Fax: (310) 405-0508

With a Copy to:
Armbruster Goldsmith & Delvac LLP
11611 San Vicente Blvd., Suite 900
Los Angeles, CA 90049

Notice given in any other manner shall be effective when received by the addressee. Any Party may change the addresses for delivery of notices to such Party by delivering notice to the other Party in accordance with this provision.

15.2 Entire Agreement; Conflicts. This Agreement represents the entire agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof. Should any or all of the provisions of this Agreement be found to be in conflict with any other provision or provisions found in the Existing Regulations, then the provisions of this Agreement shall prevail. .

15.3 Binding Effect. The Parties intend that the provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property during the Term for the benefit thereof and that the burdens and benefits thereof shall bind and inure to the benefit of all successors-in-interest to the Parties hereto. Every Party who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project during the Term is and shall be conclusively deemed to have consented and agreed to every provision contained herein, to the extent relevant to said right, title or interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project.

15.4 Agreement Not for Benefit of Third Parties. This Agreement is made and entered into for the sole protection and benefit of Developer and the City and their respective successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

15.5 No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City and Developer or to render either Party liable in any manner for the debts or obligations of the other.

15.6 Estoppel Certificates. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing (each, an "**Estoppel Certificate**"): (a) that this Agreement is in full force and effect, (b) that this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, (c) whether or not, to the knowledge of the responding Party, the requesting Party is in Breach or claimed Breach in the performance of its obligations under this Agreement, and, if so, describing the nature and amount of any such Breach or claimed Breach, and (d) whether or not, to the knowledge of the responding Party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute an Event of Monetary Default or an Event of Non-Monetary Default and, if so, specifying each such event. A Party receiving a request for an Estoppel Certificate shall execute and return such Certificate within thirty (30) days following the receipt of the request therefor. If the party receiving the request hereunder does not execute and return the certificate in such 30-day period and if circumstances are such that the Party requesting the notice requires such notice as a matter of reasonable business necessity, the Party requesting the notice may seek a second request which conspicuously states "FAILURE TO EXECUTE THE REQUESTED ESTOPPEL CERTIFICATE WITHIN FIFTEEN (15) DAYS SHALL BE DEEMED WAIVER PURSUANT TO SECTIONS 15.6 AND 15.13 OF THE DEVELOPMENT AGREEMENT" and which sets forth the business necessity for a timely response to the estoppel request. If the Party receiving the second request fails to execute the Estoppel Certificate within such 15-day period, it shall be conclusively deemed that the Agreement is in full force and effect and has not been amended or modified orally or in writing, and that there are no uncured defaults under this Agreement or any events which, with passage of time of giving of notice, of both, would constitute a default under the Agreement. The City Manager shall have the right to execute any Estoppel Certificate requested by Developer under this Agreement. The City

acknowledges that an Estoppel Certificate may be relied upon by any Property Transferee, Secured Lender or other party.

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

15.8 Excusable Delays.

15.8.1 In addition to any specific provisions of this Agreement, non-performance by Developer of its obligations under this Agreement shall be excused when it has been prevented or delayed in such performance by reason of any act, event or condition beyond the reasonable control of Developer (collectively, "**Excusable Delays**") for any of the following reasons:

(a) War, insurrection, walk-outs, riots, acts of terrorism, floods, earthquakes, fires, casualties, acts of God, or similar grounds for excused performances;

(b) Governmental restrictions or moratoria imposed by the City or by other governmental entities or the enactment of conflicting State or Federal laws or regulations;

(c) The imposition of restrictions or moratoria by judicial decisions or by litigation, contesting the validity, or seeking the enforcement or clarification of, this Agreement whether instituted by Developer, the City or any other person or entity, or the filing of a lawsuit by any Party arising out of this Agreement or any permit or approval Developer deems necessary or desirable for the implementation of the Project;

(d) The institution of a referendum pursuant to Government Code Section 65867.5 or a similar public action seeking to in any way invalidate, alter, modify or amend the ordinance adopted by the City Council approving and implementing this Agreement;

(e) Inability to secure necessary labor, materials or tools, due to strikes, lockouts, or similar labor disputes; and

(f) Failure of the City to timely perform its obligations hereunder, including its obligations under Section 7.2 above.

15.8.2 Under no circumstances shall the inability of Developer to secure financing be an Excusable Delay to the obligations of Developer.

15.8.3 In order for an extension of time to be granted for any Excusable Delay, Developer must deliver to the City written notice of the commencement of the Excusable Delay within sixty (60) days after the date on which Developer becomes aware of the existence of the Excusable Delay. The extension of time for an Excusable Delay shall be for the actual period of the delay.

15.8.4 Nothing contained in this Section 15.8 is intended to modify the terms of either Section 5.1.2 or Section 5.5 of this Agreement.

15.9 Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California.

15.10 Cooperation in Event of Legal Challenge to Agreement. If there is any court action or other proceeding commenced that includes any challenge to the validity, enforceability or any term or provision of this Agreement, then Developer shall indemnify, hold harmless, pay all costs actually incurred, and provide defense in said action or proceeding, with counsel reasonably satisfactory to both the City and Developer. The City shall cooperate with Developer in any such defense as Developer may reasonably request.

15.11 Attorneys' Fees. If any Party commences any action for the interpretation, enforcement, termination, cancellation or rescission of this Agreement or for specific performance for the Breach of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees, litigation expenses and costs. Attorneys' fees shall include attorneys' fees on any appeal as well as any attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. Such attorneys' fees shall be paid whether or not such action is prosecuted to judgment. In any case where this Agreement provides that the City or Developer is entitled to recover attorneys' fees from the other, the Party so entitled to recover shall be entitled to an amount equal to the fair market value of services provided by attorneys employed by it as well as any attorneys' fees actually paid by it to third Parties. The fair market value of the legal services for public attorneys shall be determined by utilizing the prevailing billing rates of comparable private attorneys.

15.12 Recordation. The Parties shall cause this Agreement to be recorded against title to the Property in the Official Records of the County of Los Angeles. The cost, if any, of recording this Agreement shall be borne by Developer.

15.13 No 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 referring expressly to this Section 15.13. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof of this Agreement.

15.14 Construction of this Agreement. The Parties agree that each Party and its legal counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

15.15 Other Governmental Approvals. Developer may apply for such other permits and approvals as may be required for development of the Project in accordance with 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.

15.15.1 Further Assurances; Covenant to Sign Documents. Each Party shall take all actions and do all things, and execute, with acknowledgment or affidavit, if required, any and all documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

15.15.2 Processing. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, the City shall, subject to all legal requirements, promptly initiate, diligently process, and complete at the earliest possible time all required steps, and expeditiously act upon any approvals and permits necessary for the development by Developer of the Project in accordance with this Agreement, including, but not limited to, the following:

(a) the processing of applications for and issuing of all Discretionary Approvals requiring the exercise of judgment and deliberation by City;

(b) the holding of any required public hearings; and

(c) the processing of applications for and issuing of all City Technical Permits requiring the determination of conformance with the Existing Regulations.

15.15.3 No Revocation. The City shall not revoke or subsequently disapprove any approval or future approval for the development of the Project or the Property once issued by the City provided that the development of the Project or the Property is in accordance with such approval. Any disapproval by the City shall state in writing the reasons for such disapproval and the suggested actions to be taken in order for approval to be granted.

15.15.4 Processing During Third Party Litigation. If any third party lawsuit is filed against the City or Developer relating to this Agreement or to other development issues affecting the Property, the City shall not delay or stop the development, processing or construction of the Property, or issuance of the City Technical Permits, unless the third party obtains a court order preventing the activity. The City shall not stipulate to or fail to oppose the issuance of any such order. Notwithstanding the foregoing and without prejudice to the provisions of Section 15.8(c), after service on the City or Developer of the initial petition or complaint challenging this Agreement or the Project, the Developer may apply to the Planning Director for a tolling of the applicable deadlines for Developer to otherwise comply with this Agreement. Within 40 days after receiving such an application, the Planning Director shall either toll the time period for up to five years during the pendency of the litigation or deny the requested tolling.

15.15.5 State, Federal or Case Law. Where any state, federal or case law allows the City to exercise any discretion or take any act with respect to that law, the City shall, in an expeditious and timely manner, at the earliest possible time, (i) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement and (ii) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

15.16 Venue. Any legal action or proceeding among the Parties arising out of this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

15.17 Exhibits. The following exhibits which are part of this Agreement are attached hereto and each of which is incorporated herein by this reference as though set forth in full:

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Project Plans
Exhibit "C"	Permitted Fees and Exactions
Exhibit "D"	Conditions of Approval
Exhibit "E"	SMMC Article 9 (Planning and Zoning)
Exhibit "F-1"	Local Hiring Program for Construction
Exhibit "F-2"	Local Hiring Program for Permanent Employment
Exhibit "G"	[Reserved]
Exhibit "H"	Construction Mitigation Plan
Exhibit "I"	Assignment and Assumption Agreement

Except as to the Project Plans (attached hereto as Exhibit "B") which shall be treated in accordance with Section 2.1 above, the text of this Agreement shall prevail in the event that any inconsistencies exist between the Exhibits and the text of this Agreement.

15.18 Counterpart Signatures. The Parties may execute this Agreement on separate signature pages which, when attached hereto, shall constitute one complete Agreement.

15.19 Certificate of Performance. Upon the completion of the Project, or any phase thereof, or upon performance of this Agreement or its earlier revocation and termination, the City shall provide Developer, upon Developer's request, with a statement ("**Certificate of Performance**") evidencing said completion, termination or revocation and the release of Developer from further obligations hereunder, except for any further obligations which survive such completion, termination or revocation. The Certificate of Performance shall be signed by the appropriate agents of Developer and the City and shall be recorded against title to the Property 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 3093.

15.20 Interests of Developer. Developer represents to the City that, as of the Effective Date, it is the owner of the entire Property, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

15.21 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Existing Regulations may be appropriate with respect to the details of performance of the City and Developer. If and when, from time to time, during the term of this Agreement, the City and Developer agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by the 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 the City and Developer. Operating memoranda are not intended to and cannot constitute an amendment to this Agreement but mere ministerial clarifications, therefore public notices and hearings shall not be required for any operating memorandum. The City Attorney shall be authorized, upon consultation with, and approval of, Developer, to determine whether a requested clarification may be effectuated pursuant to the execution and delivery of an operating memorandum or whether the requested clarification is of such character to constitute an amendment of this Agreement which requires compliance with the provisions of Section 8.1 above. The authority to enter into such operating memoranda is hereby delegated to the City Manager and the City Manager is hereby authorized to execute any operating memoranda hereunder without further action by the City Council.

15.22 Acknowledgments, Agreements and Assurance on the Part of Developer.

15.22.1 Developer's Faithful Performance. The Parties acknowledge and agree that Developer's faithful performance in developing the Project on the Property and in constructing and installing certain public improvements pursuant to this Agreement and complying with the Existing Regulations will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable. Developer acknowledges that the consideration is reasonably

related to the type and extent of the impacts of the Project on the community and the Property, and further acknowledges that the consideration is necessary to mitigate the direct and indirect impacts caused by **Developer** on the Property.

15.22.2 Obligations to be Non-Recourse. As a material element of this Agreement, and in partial consideration for Developer's execution of this Agreement, the Parties each understand and agree that the City's remedies for breach of the obligations of Developer under this Agreement shall be limited as described in Sections 11.2 through 11.4 above.

15.23 Not a Public Dedication. Except for the dedications to be made by Developer pursuant to Section 2.6, nothing in this Agreement shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. Developer shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose inimical to the development of the Project, including without limitation to prevent any person or entity from obtaining or accruing any prescriptive or other right to use the Property or the Project. Any portion of the Property to be conveyed to the City by Developer as provided in this Agreement, shall be held and used by the City only for the purposes contemplated herein or otherwise provided in such conveyance, and the City shall not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to such portion of the Property that would deprive Developer of the material benefits of this Agreement or would materially and unreasonably interfere with the development of the Project as contemplated by this Agreement.

15.24 Other Agreements. The City acknowledges that certain additional agreements may be necessary to effectuate the intent of this Agreement and facilitate development of the Project. The City Manager or his/her designee is hereby authorized to prepare, execute, and record those additional agreements.

15.25 Severability and Termination. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

This Agreement is executed by the Parties on the date first set forth above and is made effective on and as of the Effective Date.

DEVELOPER:

1320 2nd Street, LLC
12121 Wilshire Blvd. Suite 720
Los Angeles, CA. 90025

By: _____
Name: Michael Sorochinsky
Title: Manager

CITY:

CITY OF SANTA MONICA,
a municipal corporation

By: _____
Name: Rod Gould
Title: City Manager

ATTEST:

By: _____
Name: Sarah Gorman
City Clerk

APPROVED AS TO FORM:
By: _____
Name: Marsha Moutrie
City Attorney

54

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles }

On 1/22/13 (Date) before me, Sarah Peters Gorman, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Rod Gould (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

SARAH PETERS GORMAN
Commission # 2015493
Notary Public - California
Los Angeles County
My Comm. Expires Mar 26, 2017

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sarah P G (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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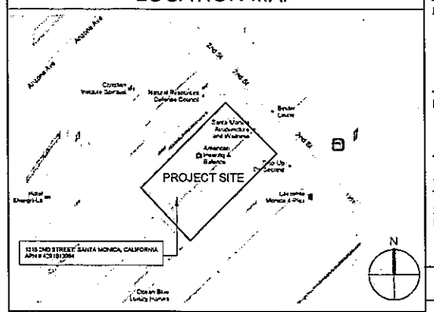
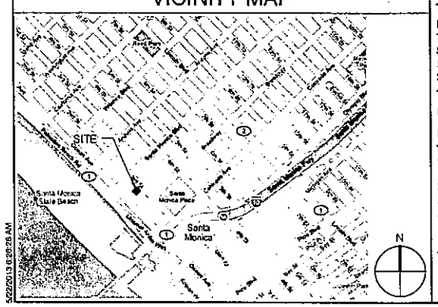
ABBREVIATIONS

A/C	AIR CONDITIONING	N	NORTH
A.C.	ASPHALTIC CONCRETE PAVING	N.G.	NATURAL GRADE
		N.I.C.	NOT IN CONTRACT
A.D.	AREA DRAIN	NO.	NUMBER
A.F.F.	ABOVE FINISH FLOOR	N.T.S.	NOT TO SCALE
ALUM.	ALUMINUM	O.C.	ON CENTER
BD.	BOARD	OPNG.	OPENING
BLDG.	BUILDING	OPP.	OPPOSITE
BLKG.	BLOCKING	P.A.	PLANTING AREA
BOT.	BOTTOM	P.C.	PRE-CAST CONCRETE
C.L.	CENTER LINE	P.P.	POWER POLE
CLG.	CEILING	PL.	PLATE
CLR.	CLEAR	P.L.	PROPERTY LINE
C.M.U.	CONCRETE MASONRY UNIT	PLYWD.	PLYWOOD
		PLMB.	PLUMBING
COL.	COLUMN	PR.	PAIR.
CONC.	CONCRETE	PT.	PAINT
CONC. BLK.	CONCRETE BLOCK	R.	RISER
CONST.	CONSTRUCTION	R.A.	RETURN AIR
CONT.	CONTINUOUS	RAD.	RADIUS
DIA.	DIAMETER	R.D.	ROOF DRAIN
DIM.	DIMENSION	RECP.	RECEPTACLE
DN.	DOWN	REF.	REFRIGERATOR
D.S.	DOWN SPOUT	REINF.	REINFORCED
DTL.	DETAIL	REQD.	REQUIRED
DWG.	DRAWING	REV.	REVISION
EA.	EACH	RF.	ROOF
ELEC.	ELECTRIC	RM.	ROOM
ELEV.	ELEVATION	R.O.	ROUGH OPENING
EQ.	EQUAL	S.A.	SUPPLY AIR
EQUIP.	EQUIPMENT	S.C.	SOLID CORE
EXIST.	EXISTING	S.D.	STORM DRAIN
EXT.	EXTERIOR	S.F.	SQUARE FEET
F.F.	FINISH FLOOR	SHTG.	SHEATHING
F.G.	FINISH GRADE	SHT. MTL.	SHEET METAL
FIN.	FINISH	SIM.	SIMILAR
FLR.	FLOOR	S/S	STAINLESS STEEL
F.O.C.	FACE OF CONCRETE	STL.	STEEL
F.O.M.	FACE OF MASONRY	STR.	STRUCTURAL
F.O.S.	FACE OF STUD	SUBFLR.	SUB-FLOOR
FP.	FIREPLACE	SUSP.	SUSPENDED
FT.	FEET	T.	TREAD
FTG.	FOOTING	T & G	TONGUE AND GROOVE
G.	GAS	THK.	THICK
GA.	GAUGE	T.O.	TOP OF
GALV.	GALVANIZE	TYP.	TYPICAL
GL.	GLASS	U.G.	UNDERGROUND
GYP.	GYPSUM	U.N.O.	UNLESS NOTED OTHERWISE
H.B.	HOSE BIBB	UNF.	UNFINISHED
H.C.	HOLLOW CORE	W.	WATER
HD.	HEAD	W/	WITH
HT.	HEIGHT	W.C.	WATER CLOSET
H.V.A.C.	HEATING, VENTILATING & AIR CONDITIONING	WD.	WOOD
		W.H.	WATER HEATER
H.W.	HOT WATER	W.I.	WROUGHT IRON
INT.	INTERIOR	W/O	WITHOUT
LAV.	LAVATORY	W.O.	WHERE OCCURS
LT.	LIGHT	W.P.	WATER PROOF
MAX.	MAXIMUM	W.W.M.	WELDED WIRE MESH
M/C	MEDICINE CABINET		
MECH.	MECHANICAL		
MFGR.	MANUFACTURER		
MIN.	MINIMUM		
MTL.	METAL		

LOCATION MAP



VICINITY MAP



SYMBOLS LEGEND

SYMBOL	DESCRIPTION
( )	EXISTING CONDITION
+461.0' / T.O.P.	NEW OR REQUIRED POINT ELEVATION LOCATION
(+461.0') / T.O.P.	EXISTING POINT ELEVATION LOCATION
258	EXISTING CONTOUR LINE
320	NEW CONTOUR LINE
	MATCH LINE, SHADED PORTION SIDE SHOWN
	LEVEL LINE, CONTROL POINT OR DATUM
	PROPERTY LINE, BOUNDARY LINES
	CENTER LINE, EXTERIOR ELEVATION LINES
	OUTLINE OF OBJECTS ABOVE, FIXTURES N.I.C.
	OUTLINE OF HIDDEN OBJECTS BELOW
	EXISTING CONSTRUCTION TO BE REMOVED
1 / A-1 SIM	BUILDING SECTION REFERENCE DRAWING NUMBER
1 / A-1 SIM	DETAIL NUMBER REFERENCE DRAWING NUMBER
1 / A-1 SIM	WALL SECTION OR ELEVATION NUMBER REFERENCE DRAWING NUMBER
1	DOOR NUMBER
EW9	WALL REFERENCE
A	WINDOW NUMBER
A / A	MATERIAL REFERENCE COLOR REFERENCE
12	EQUIPMENT NUMBER
1	REVISION
N	PROJECT NORTH (MAGNETIC NORTH ARROW ON PLOT SITE PLAN ONLY)
0 / 0	REFERENCE GRIDS

PARKING CALCULATIONS

PARKING PROVIDED:

LEVEL	TYPE	DESCRIPTION	QUANTITY
P1		HANDICAPPED (1 GUEST)	4 STALLS
		STANDARD (5 E.V. CHRGRS.)	20 STALLS
		STANDARD GUEST	3 STALLS
		COMPACT	5 STALLS
	LEVEL TOTAL		32 STALLS
P2		STANDARD	29 STALLS
		COMPACT	5 STALLS
	LEVEL TOTAL		34 STALLS
TOTAL PARKING PROVIDED:			66 STALLS

2 BIKE SHOWERS REQUIRED, 2 BIKE SHOWERS PROVIDED @ PARKING LEVEL P1

BICYCLE PARKING CALCS.

TOTAL BICYCLE PARKING REQUIRED:

1 SPACE PER STUDIO AND 1-BEDROOM UNIT; 2 SPACES PER 2-BEDROOM UNIT; 7 SHORT-TERM COMMERCIAL SPACES; 4 LONG-TERM COMMERCIAL SPACES; 8 SHORTTERM GUEST RESIDENTIAL SPACES

53 UNITS @ 1 SPACE PER BEDRM. = 59 UNIT BICYCLE PARKING SPACES = 78 BICYCLE SPACES

BICYCLE PARKING PROVIDED:

LEVEL	QUANTITY
GROUND FLOOR TOTAL	15 SPACES
P1 GARAGE SUB-TOTAL	30 SPACES
P2 GARAGE SUB-TOTAL	34 SPACES
P1 & P2 HANGING BIKE RACKS ABOVE PARKING STALLS	53 SPACES
TOTAL BICYCLE PARKING PROVIDED:	132 STALLS

- 78 BICYCLE PARKING REQ'D; 132 BICYCLE PROVIDED; REQUIREMENT SATISFIED

PROJECT DIRECTORY

OWNER:
FS 1320 SECOND STREET, LLC
12121 Wilshire BLVD. Suite 720
Los Angeles, CA. 90025

ARCHITECT:
DAVID FORBES HIBBERT, AIA
1544 20TH STREET
SANTA MONICA, CA 90404
TEL: (310) 394-4045
FAX: (310) 998-8858

LANDSCAPE ARCHITECT:
SQLA INC.
530 MOLINO ST., STE. 204
LOS ANGELES, CA 90013
(213) 383-1788 TEL
(213) 613-0878 FAX

STRUCTURAL:
ENGLEKIRK
2116 ARLINGTON AVE.
LOS ANGELES, CA 90018
(323) 733-6673 TEL
(323) 733-8682 FAX

SOILS:
GEOTECHNOLOGIES, INC.
439 WESTERN AVE.
GLENDALE, CA 91201
(818) 240-9600 TEL
(818) 240-9575 FAX

MEP:
BREEN ENGINEERING, INC.
1983 WEST 190TH ST., STE. 200
TORRANCE, CA 90504
(310) 464-8404 (TEL)
(310) 464-8408 (FAX)

CIVIL:
KPFF CONSULTING ENGINEERS
6080 CENTER DRIVE, STE. 700
LOS ANGELES, CA 90045
(310) 665-2800 TEL
(310) 665-9075 FAX

DRY UTILITY CONSULTANT:
WHITENACK CONSULTING, INC.
1404 N. TUSTIN AVE., UNIT B-1
SANTA ANA, CA 92705
(951) 232-6021 TEL
(714) 543-0919 FAX

PROJECT SUMMARY

LOCATION: 1318 2ND STREET, SANTA MONICA, CALIFORNIA

PROPOSED PROJECT: 3 STORY MULTI-FAMILY RESIDENTIAL APARTMENTS ABOVE 1 STORY GROUND FLOOR RETAIL OVER 2 LEVELS SUBTERRANEAN GARAGE

LOT AREA: 150.00' x 100.00' = 15,000.00 SQUARE FEET

LEGAL DESCRIPTION:
LOTS D AND E, BLOCK 148 OF TOWN OF SANTA MONICA, M.R. 39-45/51

APN:
4291013004

ZONE: BSC4 - BAYSIDE COMMERCIAL DISTRICT

OCCUPANCY TYPE: S-2 / M / R-2

CONSTRUCTION TYPE: TYPE V A - 1 HOUR BUILDING OVER TYPE I FIRE RATED RETAIL GROUND FLOOR AND SUBTERRANEAN PARKING GARAGE

FIRE PROTECTION: AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLATION SHALL CONFORM TO 2010 CBC STANDARDS; CHAPTER 9 & THE CALIFORNIA FIRE CODE WHERE APPLICABLE

MAXIMUM BUILDING HEIGHT: 45 FT

RESIDENTIAL UNIT COUNT:		SINGLE	24 UNITS
		LIVE/WORK	4 UNITS
		1 BEDROOM	19 UNITS
		2 BEDROOM	6 UNITS
		TOTAL	53 UNITS
RESIDENTIAL AREA:	GROUND FLOOR APARTMENTS		2111 S.F.
	LOBBY AND CORRIDOR		1,429 S.F.
	GAS/TRANSF./ELEC./TRASH / 2		538 S.F.
	SECOND FLOOR		12,010 S.F.
	THIRD FLOOR		12,010 S.F.
	FOURTH FLOOR		11,659 S.F.
RESIDENTIAL FLOOR AREA	39,757 S.F. / 2		19,879 S.F.
RETAIL AREA (GROUND FLOOR):	RETAIL LEASE SPACE		5,905 S.F.
	OUTDOOR DINING AREA		221 S.F.
	GAS/TRANSF./ELEC./TRASH / 2		538 S.F.
	RETAIL FLOOR AREA		6,664 S.F.
FLOOR AREA: (BUILDING):	TOTAL FLOOR AREA		26,543 S.F.
	TOTAL GROSS FLOOR AREA		46,421 S.F.
PARKING AREA:	PARKING LEVEL P-1		14,382 S.F.
	PARKING LEVEL P-2		13,721 S.F.
	TOTAL PARKING AREA		28,103 S.F.
FLOOR AREA RATIO:	26,543 S.F. / 15,000 S.F.		= 1.770
	MAX ALLOWABLE F.A.R.		= 2.0

A.N.G CALCULATIONS

NORTHWEST CORNER ELEVATION	79.19'
SOUTHWEST CORNER ELEVATION	77.32'
SOUTHEAST CORNER ELEVATION	78.61'
NORTHEAST CORNER ELEVATION	80.30'
TOTAL	315.42' / 4
AVERAGE NATURAL GRADE	78.86'

SHEET INDEX

ARCHITECTURAL

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8858

DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

TITLE SHEET INFORMATION

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9811 EXP. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	
CITY C. 5.5.13	
5/14/13	

Date: 11-09-2011
Scale: As indicated
By: TLL
Project No: 1122
Page No: T-1.01

DAVID
FORBES
HIBBERT, AIA

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4945
FAX: 310 998-8656

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

2ND STREET RENDERING

REVISION	NO.

Date: 11-09-2011
Scale:
By: Author
Project No: 1122
Page No: R-1.0

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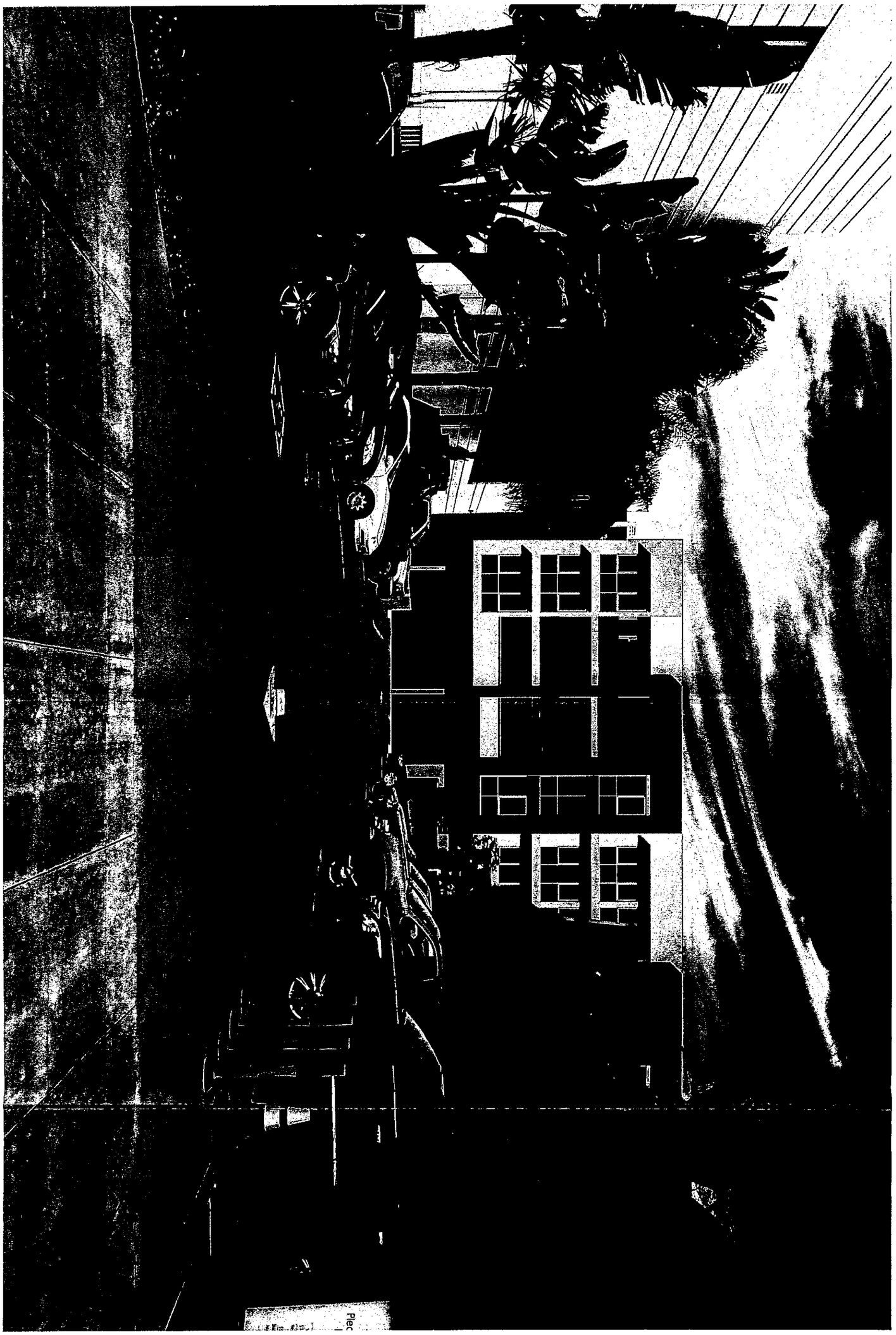

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NO.	REVISION
	DA SUBMTL 10.15.12
	DA/ARB 1.25.13
	DA FINAL 3.4.13

ALLEY RENDERING

MIXED-USE APARTMENTS

1320 2nd Street
SANTA MONICA, CA 90401

DAVID FORBES HIBBERT, AIA

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8656

1318 2ND STREET SITE

PANORAMA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

DAVID FORBES HIBBERT, AIA
1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4645
FAX: 310 998-8656

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C-9811 2013 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.15.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	

Date: 11-09-2011
Scale:
By: Author
Project No: 1122
Page No: R-1.2

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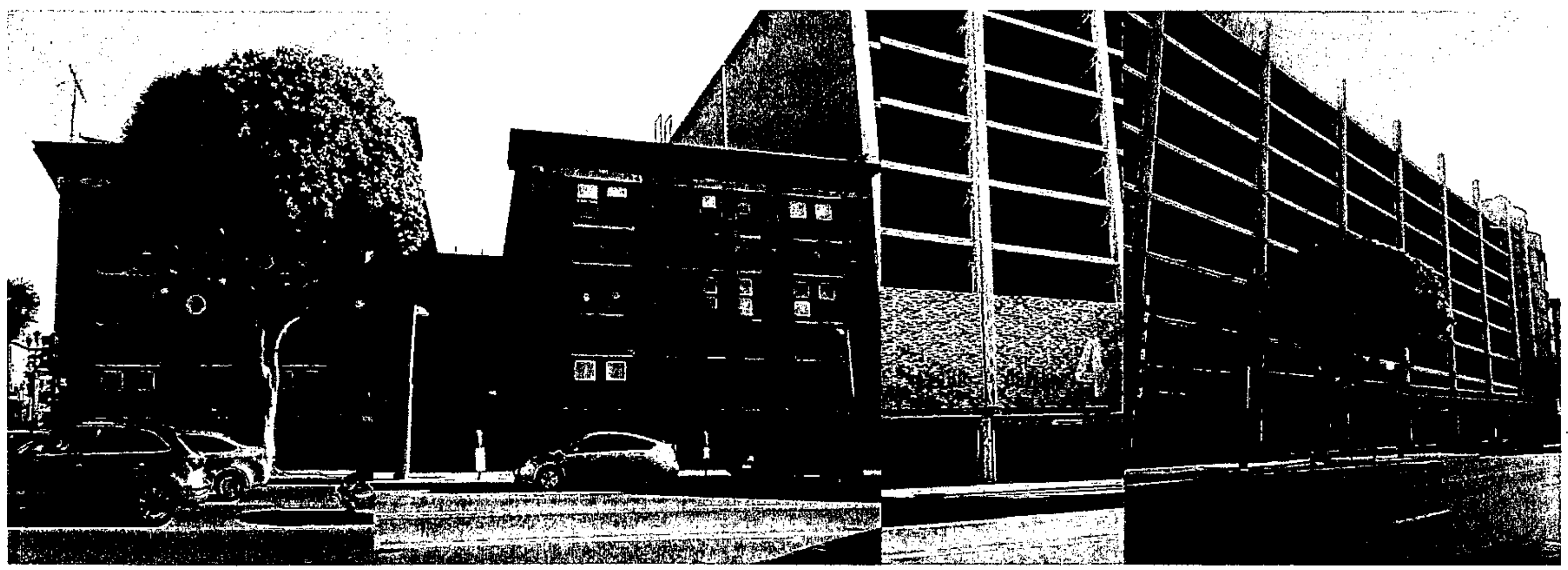

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-6656

DAVID
FORBES
HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

PANORAMA 2

LICENSED ARCHITECT
DAVID FORBES HIBBERT
No. C 8511
REN. 4-30-13
STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL.10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	

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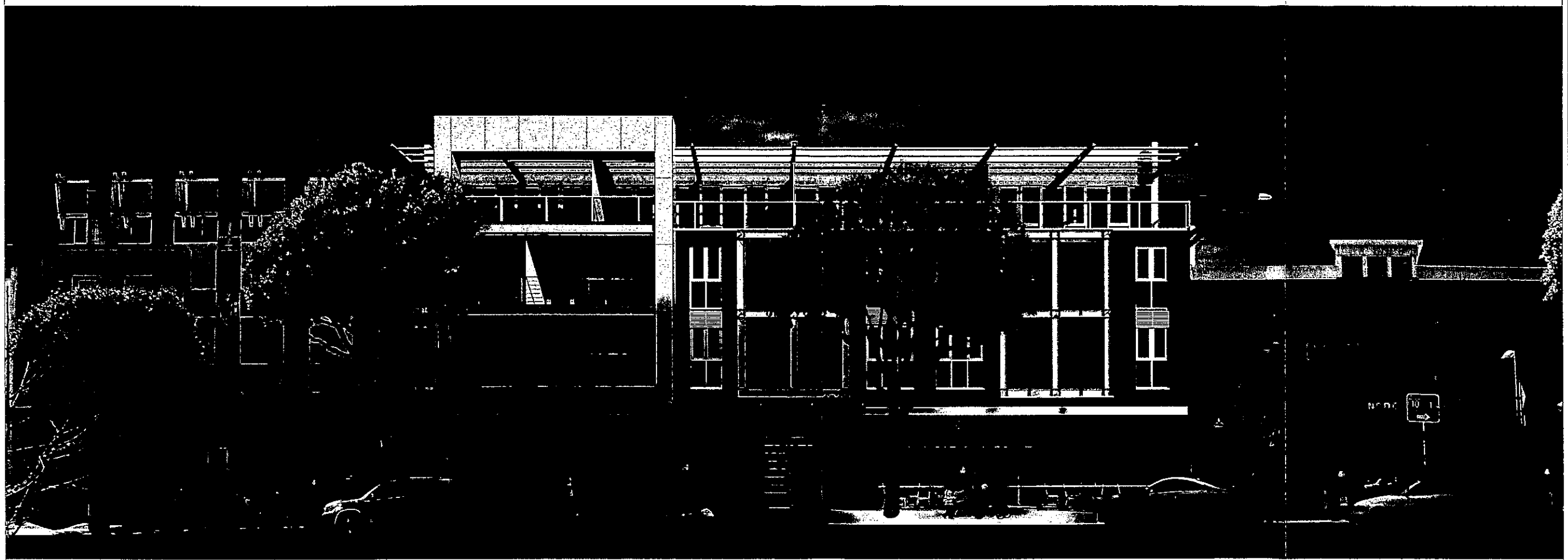

DAVID FORBES HIBBERT, AIA

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 264-4646
FAX: 310 986-8658

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

NEIGHBORHOOD PROFILE

LICENSED ARCHITECT
DAVID FORBES HIBBERT
No. C 9311
REN. 6/30/13
STATE OF CALIFORNIA

REVISION	NO.

Date: 11-09-2011
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By: Author
Project No: 1122
Page No: R-2.0

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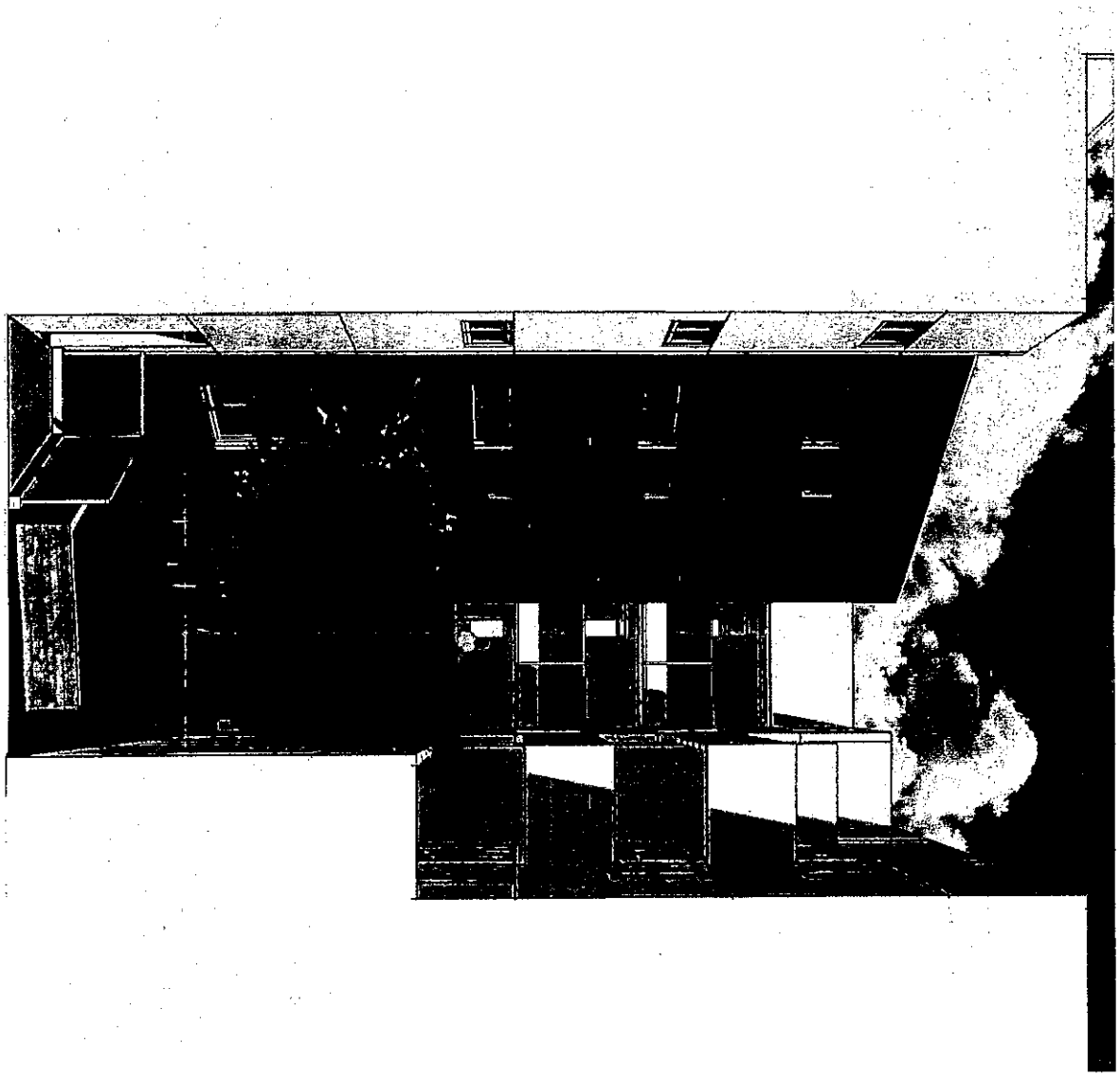


REVISION NO.

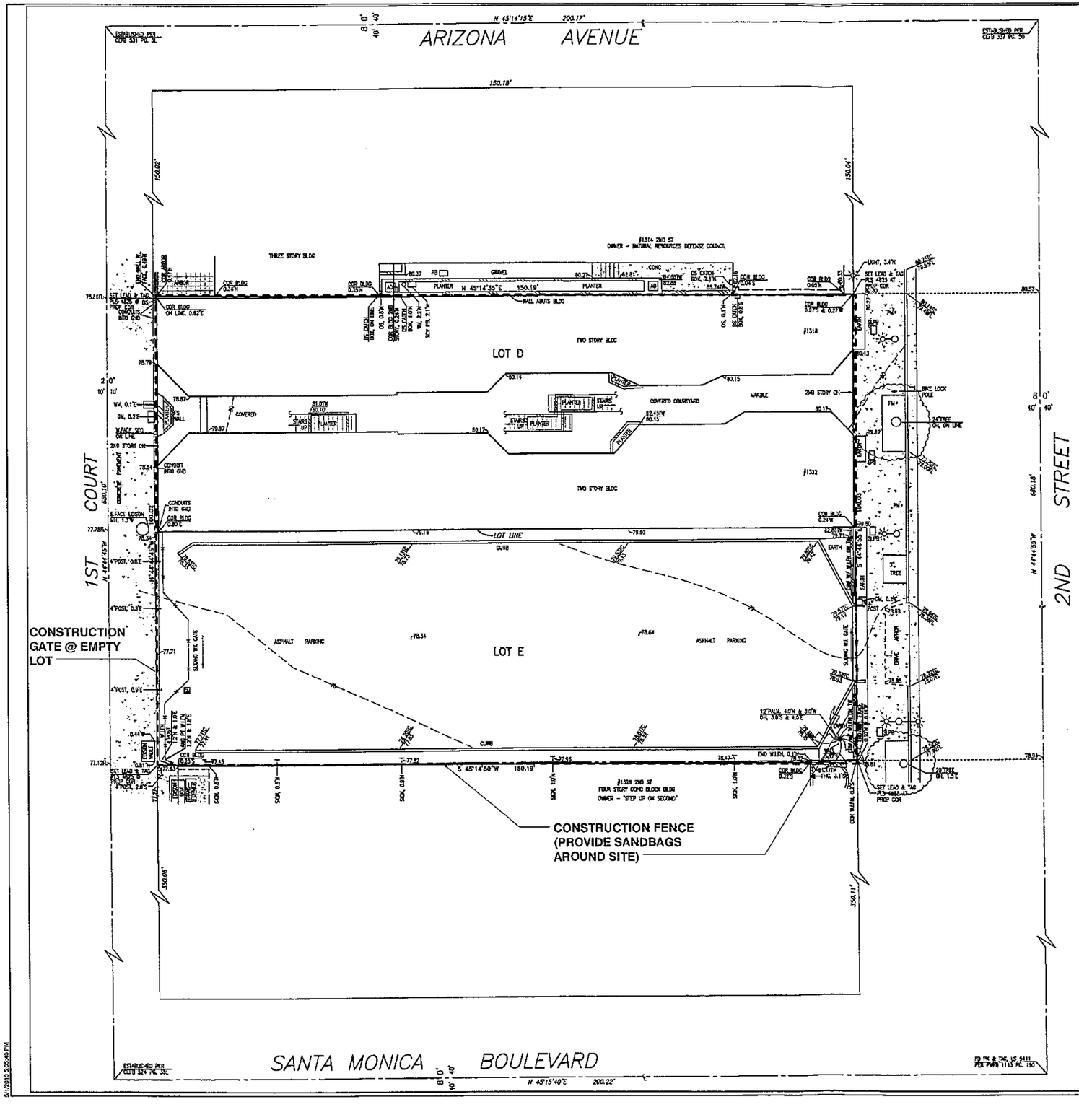
LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 28811 STATE OF CALIFORNIA

Date: 11-09-2011
Scale:
By: Author
Project No: 1122
Page No: R-3.0

LIGHT COURT RENDERING

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

DAVID FORBES HIBBERT, AIA
1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8656



BENCH MARK:

CITY OF SANTA MONICA BM FB 607–69 ID #69
P.K. NAIL IN LEAD IN SW CURB OF 2ND ST.
30.0 FT. NW OF NW CURB OF ARIZONA AVE.
ELEVATION = 83.920 FT

LEGEND

AD	AREA DRAIN
CBW	CONCRETE BLOCK WALL
DS	DOWNSPOUT
EPB	ELECTRIC PULLBOX
FD	FOUND
FHC	FIRE HOSE CONNECTION
FL	FLOWLINE
GM	GAS METER, GATE MOTOR
GND	GROUND
MH	MANHOLE
OH	OVERHANG, OVERHEAD
PB	PULLBOX
PM	PARKING METER
SCO	SEWER CLEANOUT
SCV	SPRINKLER CONTROL VALVE
SLPB	STREET LIGHT PULLBOX
TC	TOP OF CURB
TW	TOP OF WALL
W.I.	WROUGHT IRON
W.I.FN	WROUGHT IRON FENCE
WV	WATER VALVE
N	NORTH OF PROPERTY LINE
S	SOUTH OF PROPERTY LINE
E	EAST OF PROPERTY LINE
W	WEST OF PROPERTY LINE

LEGAL DESCRIPTION

LOTS D AND E IN BLOCK 148 OF THE TOWN OF SANTA MONICA, IN THE CITY OF SANTA MONICA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 39, PAGES 45 TO 51 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BASIS OF BEARINGS

THE BEARING OF NORTH 44° 44' 55" WEST FOR THE CENTERLINE OF SECOND STREET AS SHOWN ON THE PLAT OF TRACT NO. 35412 WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

COMMENTS

1. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH STEWART TITLE OF CALIFORNIA PRELIMINARY TITLE REPORT ORDER NUMBER 404570 DATED AS OF AUGUST 17, 2011.
2. THERE ARE NO EASEMENTS LISTED IN THE PRELIMINARY TITLE REPORT.
3. FLOOD ZONE – THE PROPERTY IN QUESTION IS DESIGNATED ZONE X AS SHOWN ON F.I.R.M. COMMUNITY PANEL NO. 06037C 1590F WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008. FLOOD INSURANCE IS NOT REQUIRED
4. GROSS LAND AREA – 15,022 SQUARE FEET
5. BUILDING ZONE – BSC4 (BAYSIDE COMMERCIAL DISTRICT 4)
6. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
7. THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

SURVEYOR'S CERTIFICATION

TO MICHIANA SECURITIES, LP. AND STEWART TITLE OF CALIFORNIA:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(a), 8, 11(a), 13, 14, 16 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 13, 2011.

YOSHIAKI MIYAMOTO, P.L.S. 4825 DATE

BECKER AND MIYAMOTO, INC.
LICENSED LAND SURVEYORS
2816 ROBERTSON BLVD. LOS ANGELES, CA. 90034 (310) 839-9530

ALTA/ACSM LAND TITLE SURVEY
1318–1324 2ND STREET
SANTA MONICA, CA

JOB NO.	11263
DRAWN BY:	SMM
CHECKED BY:	YM
DATE OF SURVEY:	10/13/11
SHEET	1
OF	1

DAVID FORBES HIBBERT, AIA
1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8656

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

SURVEY

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9311 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL.10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	

Date: 11-09-2011
Scale:
By:
Project No: 1122
Page No: A-1.01

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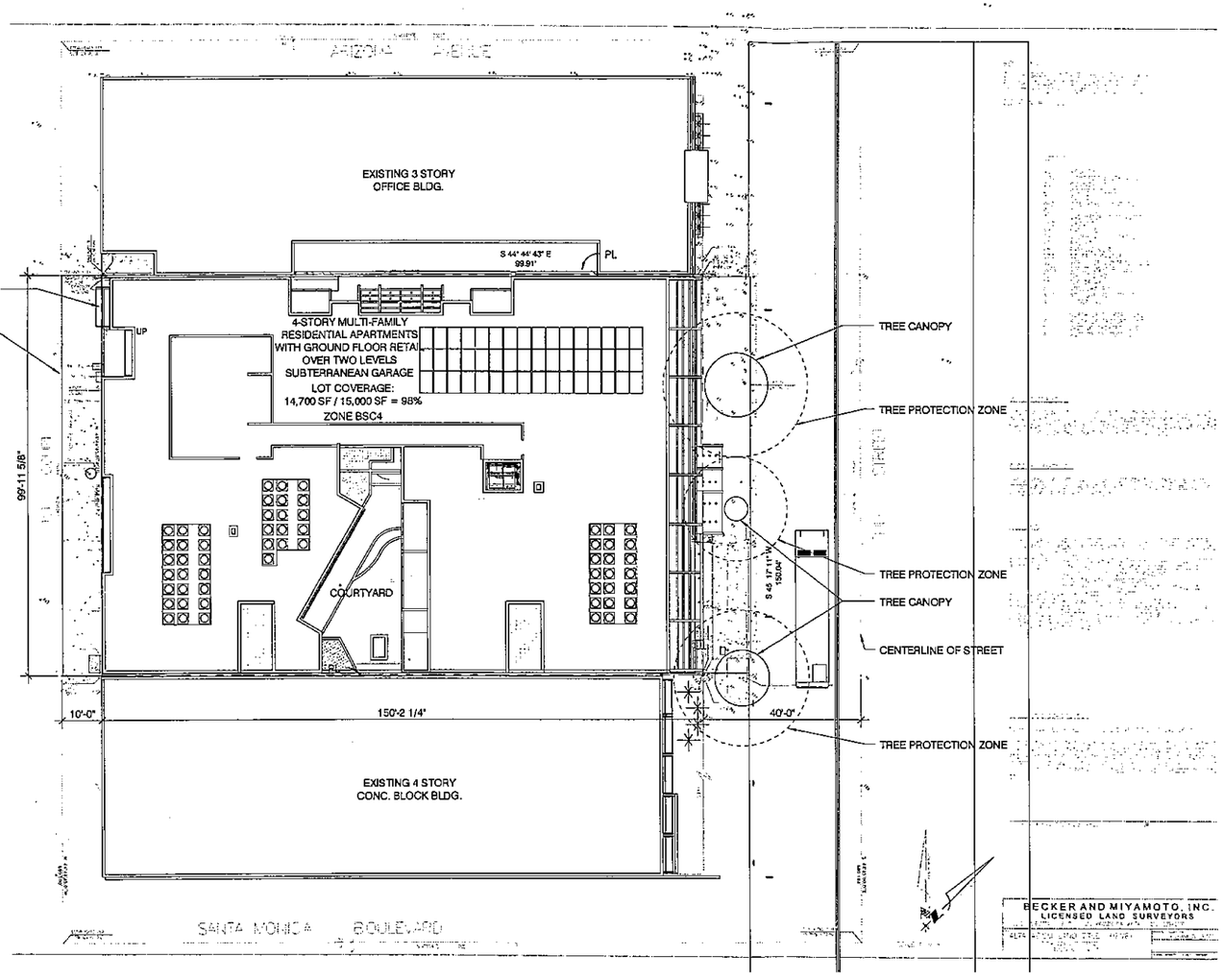

NOTES:
1. FOR TRASH /RECYCLING AREA SEE SHEET A-2.4
3. FOR PARKING SEE SHEETS A-2.2 AND A-2.3
4. FOR HAZARDOUS VISUAL OBSTRUCTION (HVO) TRIANGLES SEE SHEET A-2.4

N

SITE PLAN SCALE: 1/16" = 1'-0" 1

TREE PROTECTION ZONE GUIDLINES

1. TREES WITHIN THE PUBLIC RIGHT-OF-WAY MAY NOT BE REMOVED FOR ANY REASON AND ARE TO BE PROTECTED FROM INJURY OR DAMAGE DURING CONSTRUCTION. THIS TREE IS A SIGNIFICANT TREE IN THE CITY OF SANTA MONICA. PRUNING SHALL ONLY BE DONE BY CITY TREE TRIMMERS TO PROVIDE CLEARANCE FOR CONSTRUCTION ACTIVITIES. ALLQUESTIONS REGARDING STREET TREES ARE TO BE DIRECTED TO THE COMMUNITY FORESTOR.

2. THE TYPICAL TPZ SHOULD ENCOMPASS THE CANOPY PLUS AN ADDITIONAL RADIAL WIDTH OF TEN FEET (10'). HOWEVER, SINCE THESE CONDITIONS ARE UNIQUE, THE APPLICATION SHOULD BE EVALUATED WITH THE FINAL LIMITS OF THE TPZ BEING ESTABLISHED BY THE COMMUNITY FORESTOR.

3. MULCH THE ENTIRE AREA OF THE TPZ IN AN EFFORT TO IMPROVE THE GROWING ENVIRONMENT FOR THE ROOTS. DURING CONSTRUCTION PHASE MAINTAIN A FOUR TO SIX INCH LAYER OF CHIP MULCH OVER THE SOIL SURFACE TO REDUCE SOIL COMPACTION, IMPROVE AERATION, ENHANCE MOISTURE RETENTION AND REDUCE TEMPERATURE EXTREMES. MULCH GENERALLY CONSISTS OF SHREDDED LEAVES OR BARK, PINE STRAW, PEAT MOSS, WOOD CHIPS OR COMPOSTED GREENWASTE.

4. FENCE THE TPZ WITH SUITABLE FENCING MATERIAL TO PREVENT WOUNDS TO THE TREE AND SOIL COMPACTION WITHIN THE ROOT ZONE. POST THE FENCE WITH A SIGN STATING ***"TREE PROTECTION ZONE - KEEP OUT"***.

5. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE TPZ ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS REQUIRE THAT CUTTING SHALL BE CUT WITH PRUNING SAWS. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE TPZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE RELOCATED OR INSTALLED BY BORING.

6. REMOVAL OF HARDSCAPE MATERIALS FROM WITHIN THE TPZ SHALL BE DONE MANUALLY.

7. THE MINIMUM DISTANCE BETWEEN AN OPEN TRENCH AND ANY TREE SHALL BE BETWEEN SIX INCHES (6") TO ONE FOOT (1') FOR EVERY INCH OF TRUNK DIAMETER MEASUREO AT FOUR AND A HALF FEET (4 1/2') ABOVE EXISTING GRADE, DEPENDING ON THE SPECIES OF TREE. MINIMUM CLEARANCE SHALL BE TEN FEET (10') FROM THE TRUNK OF THE TREE.

8. IN THE EVENT ROOT PRUNING IS REQUIRED TO ACCOMODATE GRADE CHANGES OR THE INSTALLATION OF HARDSCAPE FEATURES THE ROOT PRUNING PROCEDURES DESCRIBED IN THIS OUTLINE SHOULD BE FOLLOWED.

9. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TPZ UNLESS NECESSARY. LOCATION OF CONSTRUCTION STAGING AREA TBD.

10. PRUNE AND FERTILIZE THE TREES AFTER THE COMPLETION OF ALL EXTERIOR WORK ON THE BUILDING AND AT THE BEGINNING OF THE LANDSCAPE PHASE.

11. CALL THE COMMUNITY FORESTOR'S OFFICE TO SET A SITE VISIT TO DETERMINE THE EXACT LOCATION OF THE TPZ FENCE BEFORE START OF WORK. (310) 458-8974.

12. ALL QUESTIONS REGARDING THE CITY TREES ADJACENT TO YOUR PROJECT MAY BE DIRECTED TO THE CITY FORESTOR, WALTER WARRINER AT (310) 458-8974.

TPZ ZONE NOTES

A. COORDINATE ALL OFF-SITE IMPROVEMENTS WITHIN THE TPZ WITH THE COMMUNIMTY FORESTORS OFFICE.

B. NO CONSTRUCTION MATERIALS OR ACTIVITIES ALLOWED IN THES AREA.

C. PRUNING OF CITY TREES TO PROVIDE CLEARANCE FOR CONSTRUCTION ACTIVITIES SHALL ONLY BE DONE BY CITY OF SANTA MONICA COMMUNITY FOREST OPERATIONS.

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4945
FAX: 310 998-8666

DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

SITE PLAN

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9811 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	

Date: 11-09-2011
Scale: 1/16" = 1'-0"
By: KMJ
Project No: 1122
Page No: A-1.02

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GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

2. SEE SHT. A-6.01 FOR DOOR SCHEDULE AND SHT. A-6.02 FOR WINDOW SCHEDULE.

3. SEE SHTS. A-6.03 FOR STORE FRONT SCHEDULE AND TYPES.

4. SEE SHTS. A-6.05, A-6.06 AND A-6.07 FOR WALL AND FLOOR ASSEMBLIES.

5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

KEY NOTES

G-01	WHEELSTOP
G-02	4" WIDE PARKING STRIPING PER CITY STANDARDS - TYP.
G-03	CONCRETE COLUMN PER STRUCT. - TYP.
G-14	MAINTAIN MINIMUM 7'-0" A.F.F. CLEAR IN GARAGE U.N.O.
G-37	VEHICULAR GRADE SEALED CONCRETE FLOOR W/ MEDIUM BROOM FINISH

LEDGEND

- NON-BEARING CONCRETE MASONRY UNIT (CMU) WALL PER STRUCTURAL DWGS
- BEARING CONCRETE MASONRY UNIT (CMU) WALL PER STRUCTURAL DWGS
- CONCRETE WALL, FLOOR OR COLUMN PER STRUCTURAL DWGS
- CONCRETE MASONRY UNIT (CMU) WALL
- HATCHED AREA INDICATES 8'-2" CLR HEIGHT REQUIRED

PARKING LEVEL P2 PLAN — SCALE: 1/8" = 1'-0"

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8656

DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

PARKING LEVEL P2 PLAN

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 6311 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	

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Scale: As indicated
By: KMJ
Project No: 1122
Page No: A-2.02

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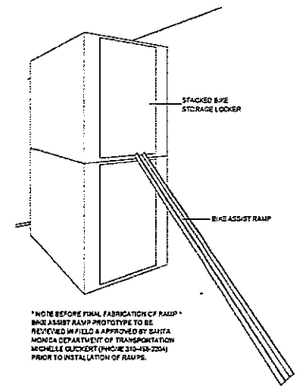
KEYNOTES

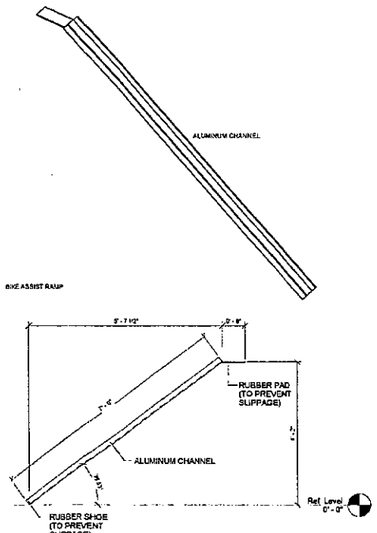
G-01	WHEELSTOP
G-02	4" WIDE PARKING STRIPING PER CITY STANDARDS - TYP.
G-03	CONCRETE COLUMN PER STRUCT. - TYP.
G-14	MAINTAIN MINIMUM 7'-0" A.F.F. CLEAR IN GARAGE U.N.O.
G-37	VEHICULAR GRADE SEALED CONCRETE FLOOR W/ MEDIUM BROOM FINISH

GENERAL NOTES

1. PROVIDE (7) 208/240V 40 AMP AC OUTLETS, ONE EACH @ PARKING SPACES S101 THROUGH S107.

BIKE ASSIST RAMP





BIKE ASSIST RAMP

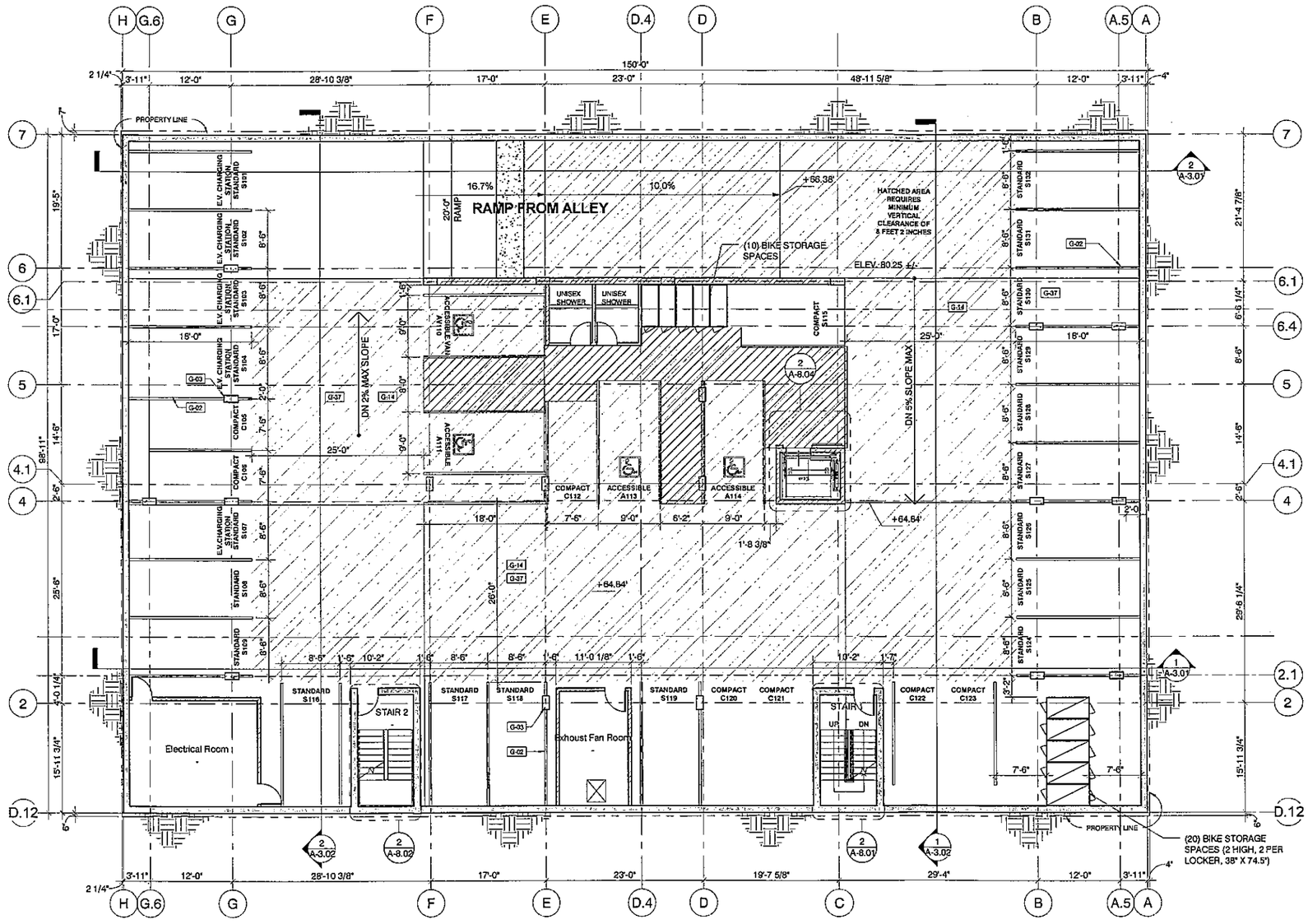
PARKING REQUIREMENTS

PARKING REQUIREMENTS BASED ON ...

PARKING PROVIDED:

LEVEL	TYPE	DESCRIPTION	QUANTITY
P1		HANDICAPPED (1 GUEST)	4 STALLS
		STANDARD (5 E.V. CHRGRS.)	20 STALLS
		STANDARD GUEST	3 STALLS
		COMPACT	5 STALLS
	LEVEL TOTAL		32 STALLS
P2		STANDARD	29 STALLS
		COMPACT	5 STALLS
	LEVEL TOTAL		34 STALLS
TOTAL PARKING PROVIDED:			66 STALLS

2 BIKE SHOWERS REQUIRED, 2 BIKE SHOWERS PROVIDED @ PARKING LEVEL P1



PARKING LEVEL P1 PLAN — SCALE: 1/8" = 1'-0"

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8656

DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

PARKING LEVEL P1 PLAN

LICENSED ARCHITECT — DAVID FORBES HIBBERT — No. C 9811 — REN. 4-30-13 — STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.O. 4.29.13	

Date: 11-09-2011
Scale: As indicated
By: KMJ
Project No: 1122
Page No: A-2.03

GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

2. SEE SHT. A-6.01 FOR DOOR SCHEDULE AND SHT. A-6.02 FOR WINDOW SCHEDULE.

3. SEE SHTS. A-6.03 FOR STORE FRONT SCHEDULE AND TYPES.

4. SEE SHTS. A-6.05, A-6.06 AND A-6.07 FOR WALL AND FLOOR ASSEMBLIES.

5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

KEYNOTES

LEDGEND

WALL HATCH LEGEND

- A — MIN. 1-HOUR FIRE RATED WALL W/ MIN. SOUND RATING OF 50 STC
- B — MIN. 1-HOUR FIRE RATED WALL
- C — MIN. 2-HOUR FIRE RATED WALL
- D — MIN. 3-HR NONCOMBUSTIBLE FIRE RATED WALL

TOTAL NUMBER OF LIVEWORK UNITS = 4

TOTAL NUMBER OF UNITS = 4

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DAVID FORBES HIBBERT, AIA

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1320 2nd Street
SANTA MONICA, CA 90401

FIRST FLOOR PLAN

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9811 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.15.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	

Date: 11-09-2011
Scale: As Indicated
By: KMJ
Project No: 1122
Page No: A-2.04

FIRST FLOOR PLAN SCALE: 1/8" = 1'-0" (1)

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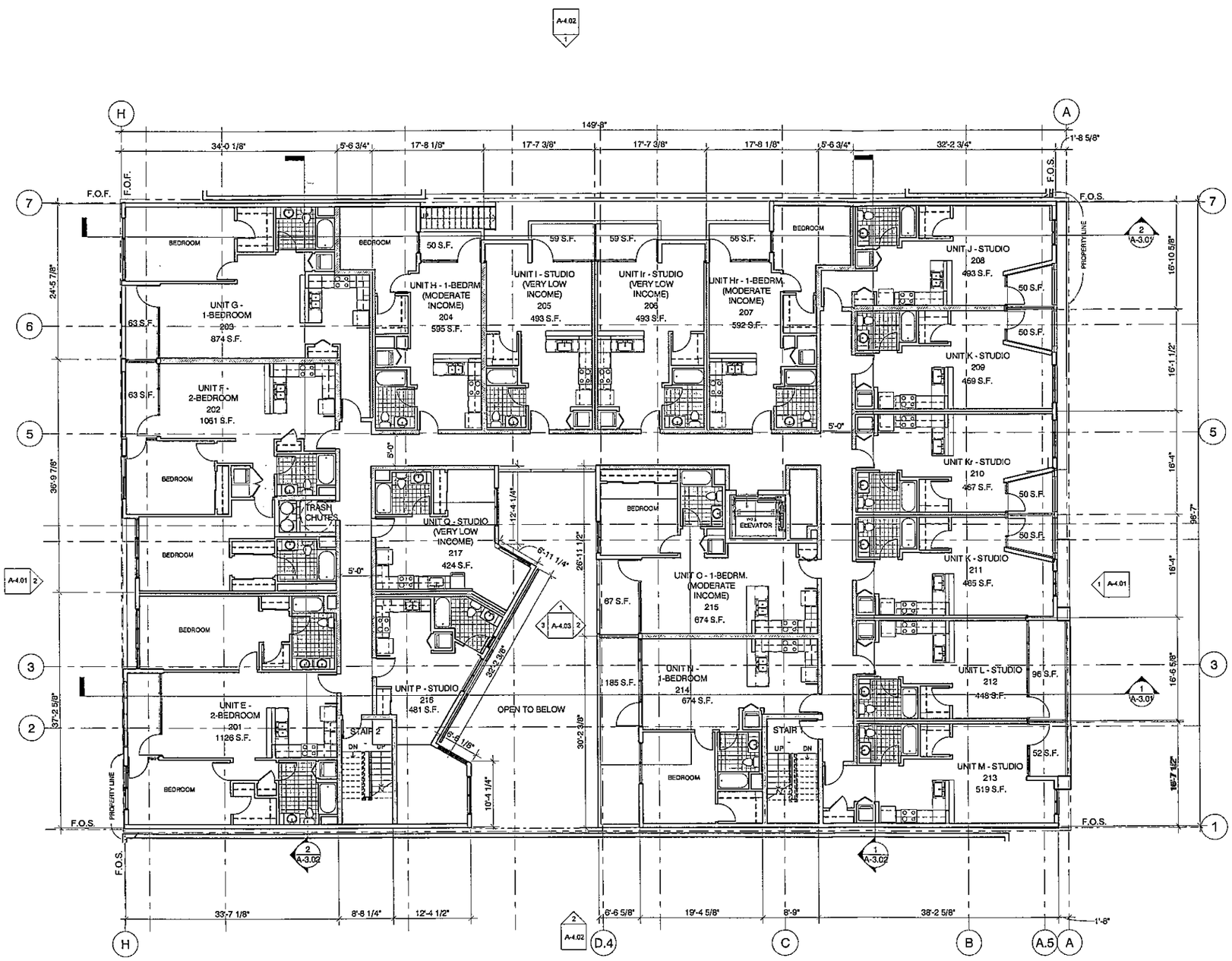

GENERAL NOTES

KEYNOTES

TOTAL NUMBER OF SINGLE UNITS = 10
TOTAL NUMBER OF 1 BEDROOM UNITS = 8

TOTAL NUMBER OF UNITS = 18

N

SECOND FLOOR PLAN — SCALE: 1/8" = 1'-0"

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1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 354-4045
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DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

SECOND FLOOR PLAN

LICENSED ARCHITECT — DAVID FORBES HIBBERT — No. C 8811 — Exp. 4-30-14 — STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.15.12	
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DA FINAL 3.4.13	
50% C.D. 4.29.13	

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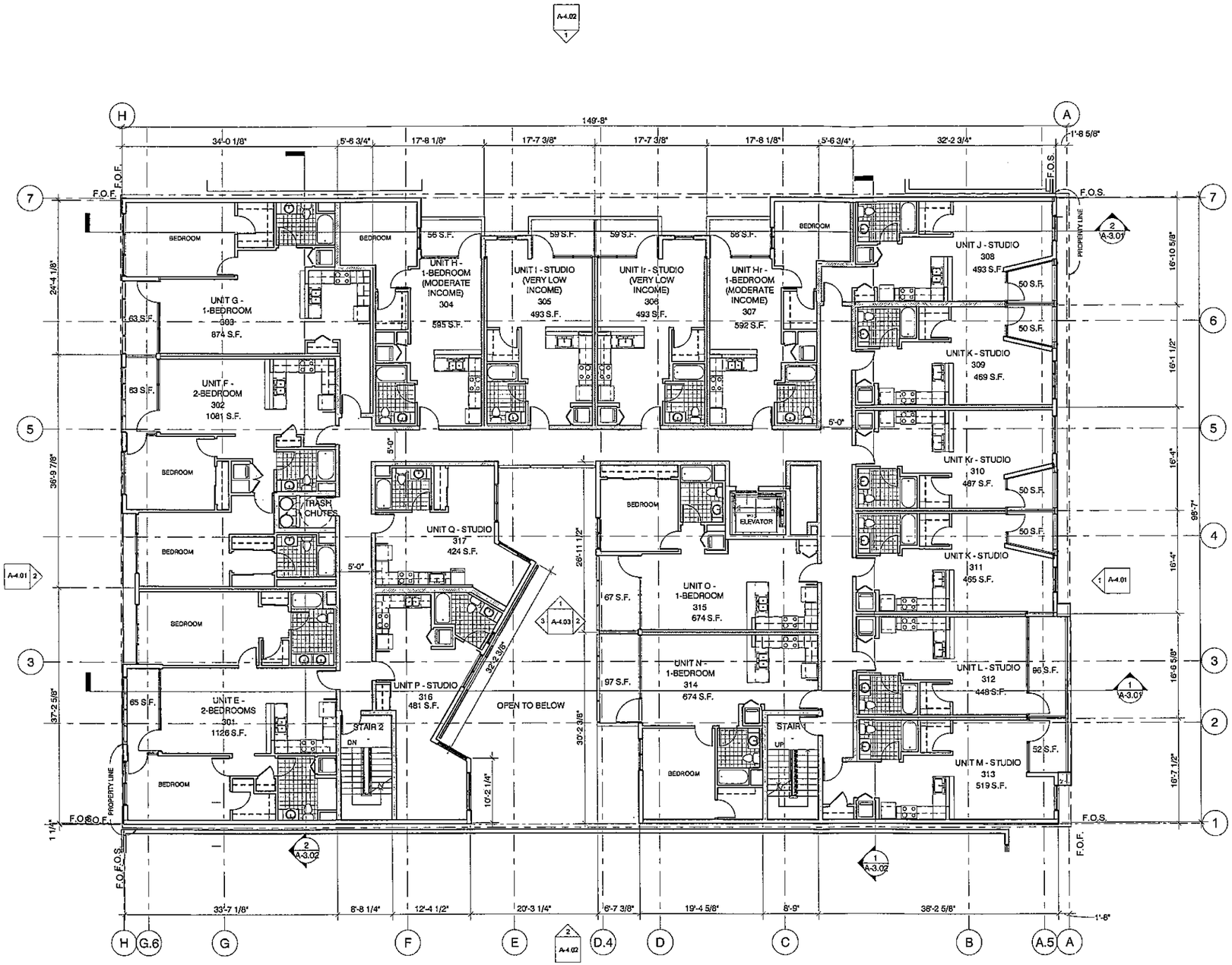

THIRD FLOOR PLAN — SCALE: 1/8" = 1'-0"

GENERAL NOTES

KEYNOTES

TOTAL NUMBER OF SINGLE UNITS = 10
TOTAL NUMBER OF 1 BEDROOM UNITS = 8

TOTAL NUMBER OF UNITS = 18

DAVID FORBES HIBBERT, AIA
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TEL: 310 998-4656
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MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

THIRD FLOOR PLAN

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9811 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
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DA/ARB 1.25.13	
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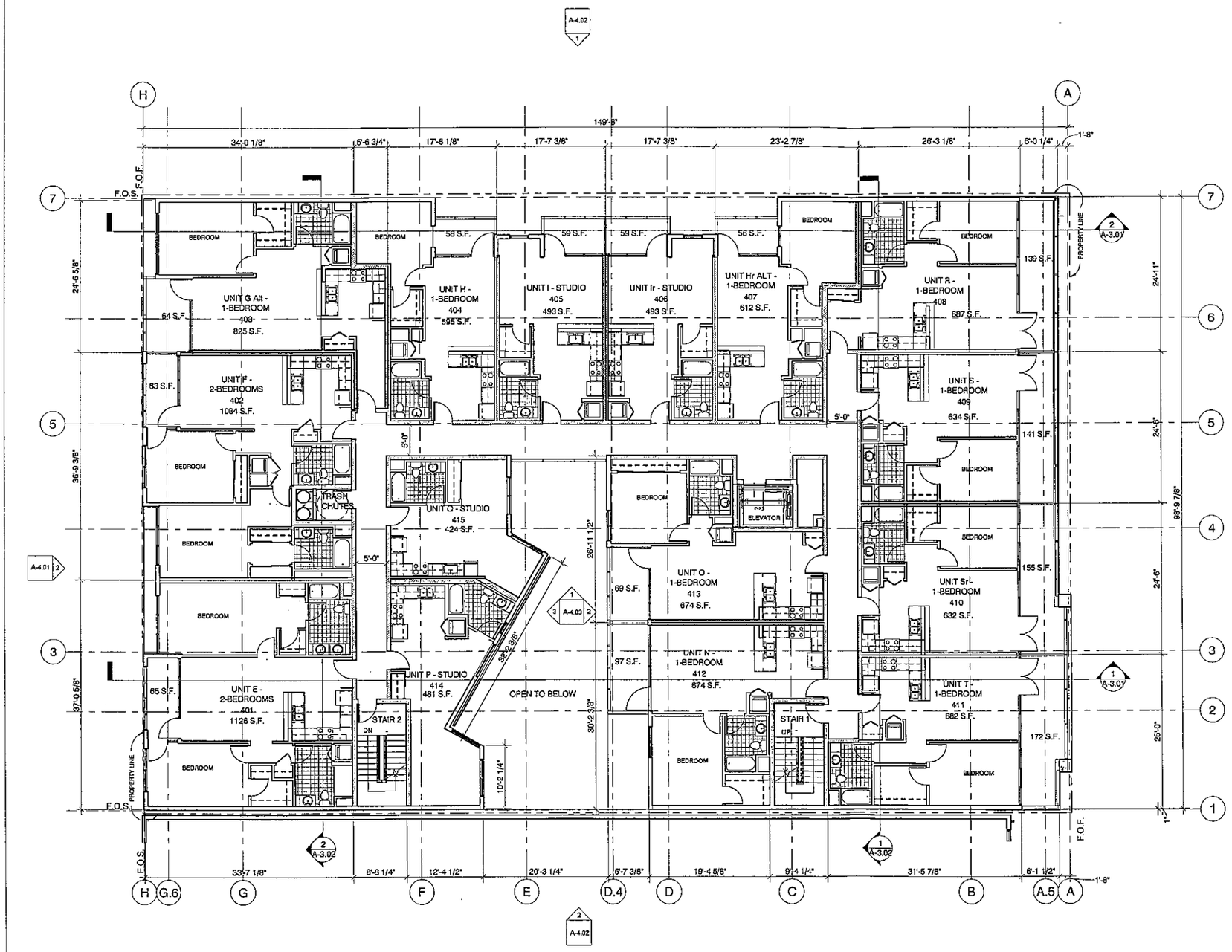

GENERAL NOTES

KEYNOTES

TOTAL NUMBER OF SINGLE UNITS	= 4
TOTAL NUMBER OF 1 BEDROOM UNITS	= 9
TOTAL NUMBER OF 2 BEDROOM UNITS	= 2
TOTAL NUMBER OF UNITS	= 15

FOURTH FLOOR PLAN — SCALE: 1/8" = 1'-0" (1)

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8856

DAVID FORBES HIBBERT, AIA

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1320 2nd Street
SANTA MONICA, CA 90401

FOURTH FLOOR PLAN

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9811 Exp. 4-30-21 STATE OF CALIFORNIA

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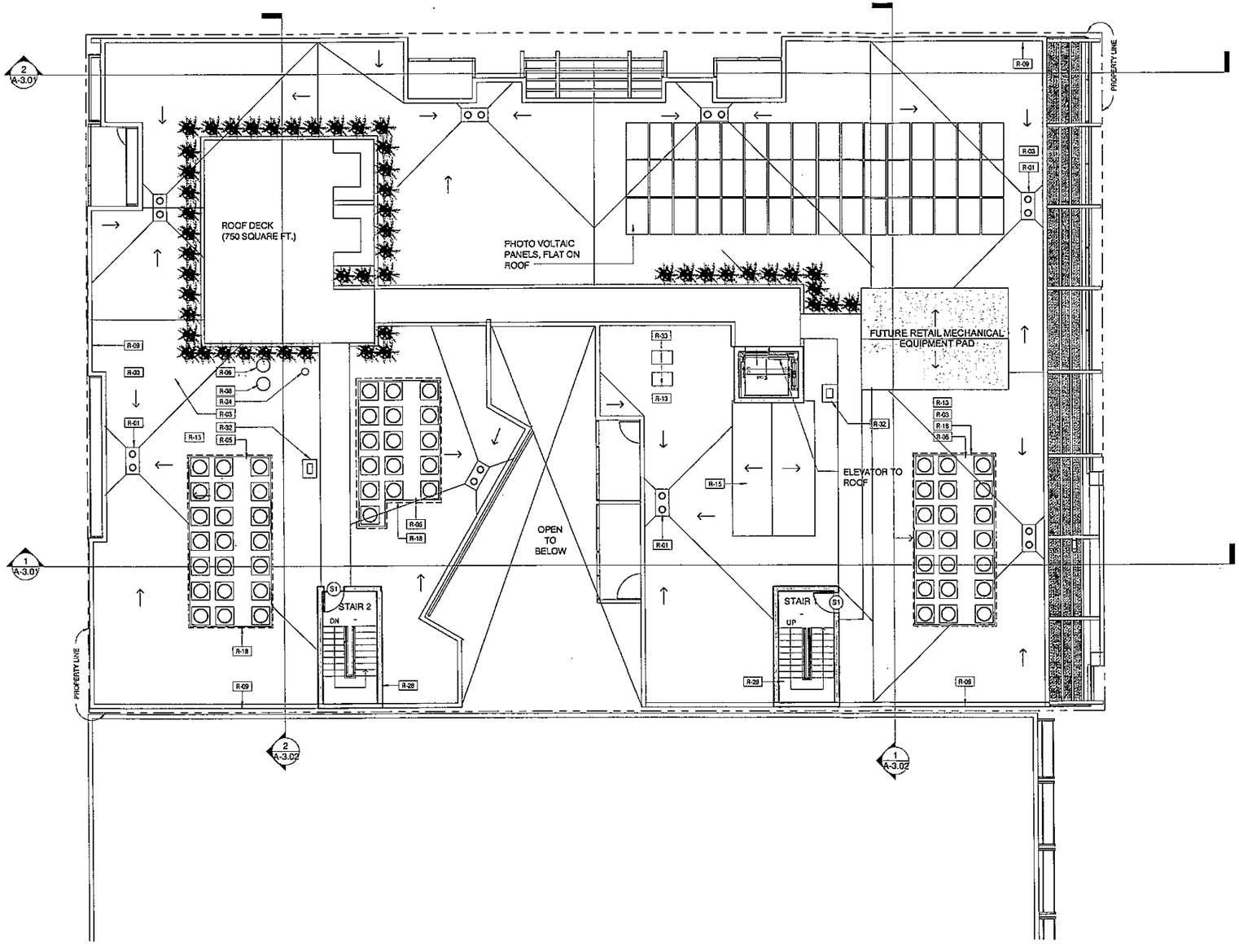

ROOF KEY NOTES

R-01	ROOF DRAIN PAN W/ OVERFLOW TO DAYLIGHT AT GRADE
R-03	ARROWS INDICATES DIRECTION OF DRAINAGE. MINIMUM SLOPE TO BE 1/4" PER 12 LINEAR INCHES
R-05	MECHANICAL UNITS MOUNTED ON VIBRATION ISOLATORS OVER SHEET METAL LINED CONCRETE PAD. SEE MECHANICAL DRAWINGS FOR UNIT LOCATIONS AND SPECIFICATION
R-08	TRASH CHUTE VENT. TERMINATE 3'-0" ABOVE FINISHED ROOF
R-09	PARAPET WALL 42" MIN. ABOVE HIGHEST ROOF AND 54" ABOVE ROOF LINE, TYPICAL
R-13	LIGHT GRAY OR TAN, PVC THERMOPLASTIC MEMBRANE ROOF MECHANICALLY FASTENED TO 1/4" COVER BOARD O/ SLOPED FRAMING
R-15	BOILER EQUIPMENT MOUNTED ON VIBRATION ISOLATORS OVER SHEET METAL LINED CONCRETE PAD. SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION
R-18	MECHANICAL EQUIPMENT SCREEN
R-28	ROOF ACCESS STAIR
R-32	ROOF MOUNTED SUPPLY AIR FAN SERVING CORRIDOR AREA
R-33	CONDENSING UNITS SERVING ELEVATOR CONTROL ROOM AND MECHANICAL ROOM
R-34	EXHOUST FAN SERVING TRASH ROOM

N

ROOF PLAN SCALE: 1/8" = 1'-0" (1)

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 998-8655
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DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

ROOF PLAN

LICENSED ARCHITECT
DAVID FORBES HIBBERT
No. C 9811
REN. 4-30-13
STATE OF CALIFORNIA

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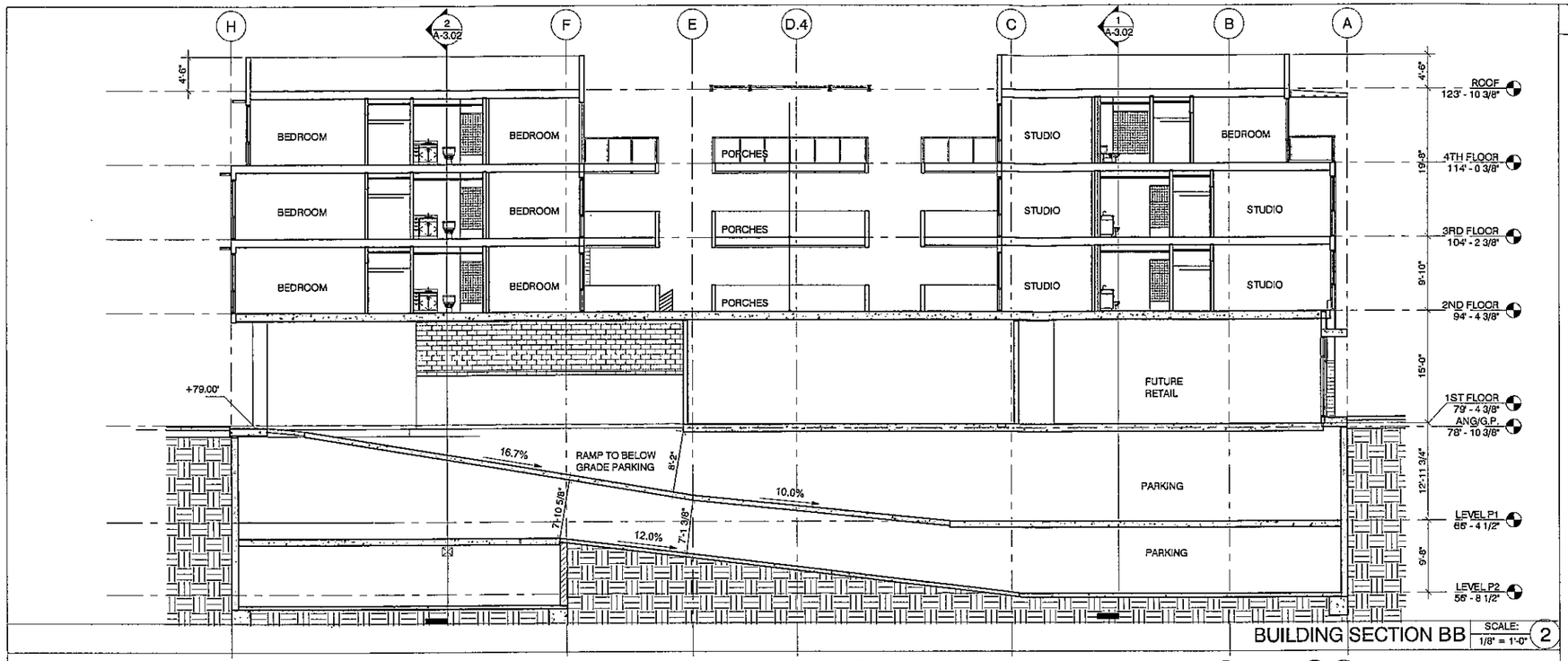

GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

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4. SEE SHTS. A-6.05, A-6.06 AND A-6.07 FOR WALL AND FLOOR ASSEMBLIES.

5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

LEGEND

WALL HATCH LEGEND

- A — MIN. 1-HOUR FIRE RATED WALL W/ MIN. SOUND RATING OF 50 STC
- B — MIN. 1-HOUR FIRE RATED WALL
- C — MIN. 2-HOUR FIRE RATED WALL
- D — MIN. 3-HR NONCOMBUSTIBLE FIRE RATED WALL

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

1544 TWENTIETH STREET
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FAX: 310 998-8658

DAVID FORBES HIBBERT, AIA

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1320 2nd Street
SANTA MONICA, CA 90401

BUILDING SECTIONS

LICENSED ARCHITECT — DAVID FORBES HIBBERT — C-28811 — REN. 4-30-13 — STATE OF CALIFORNIA

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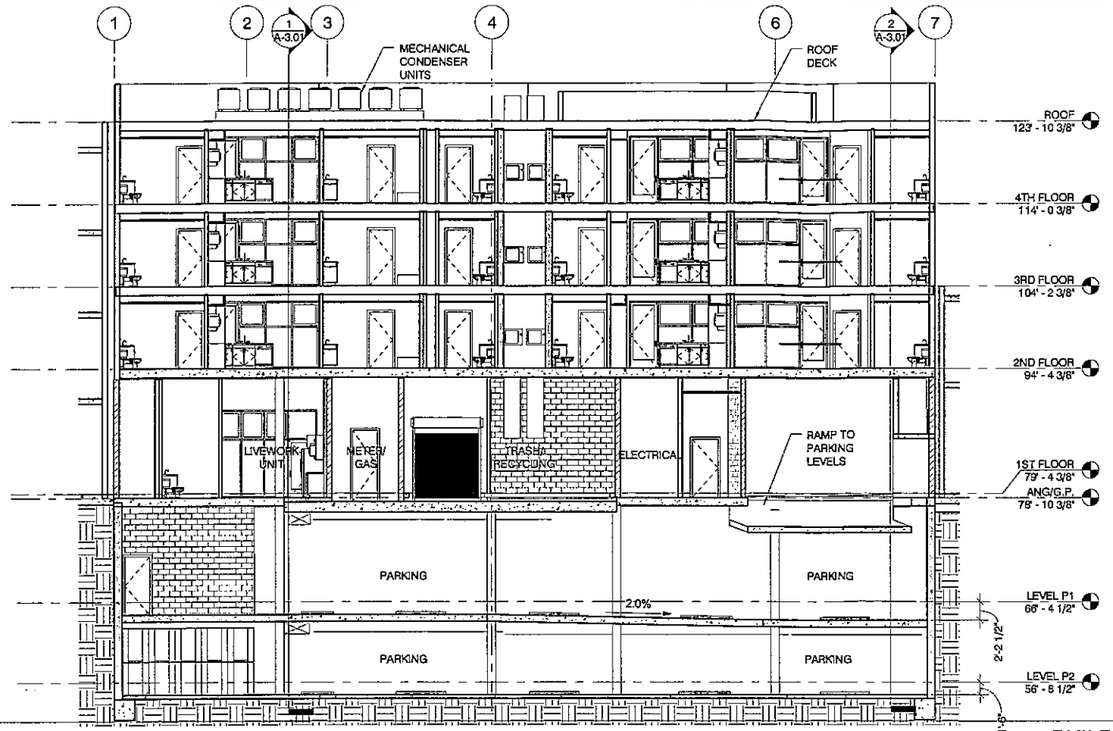
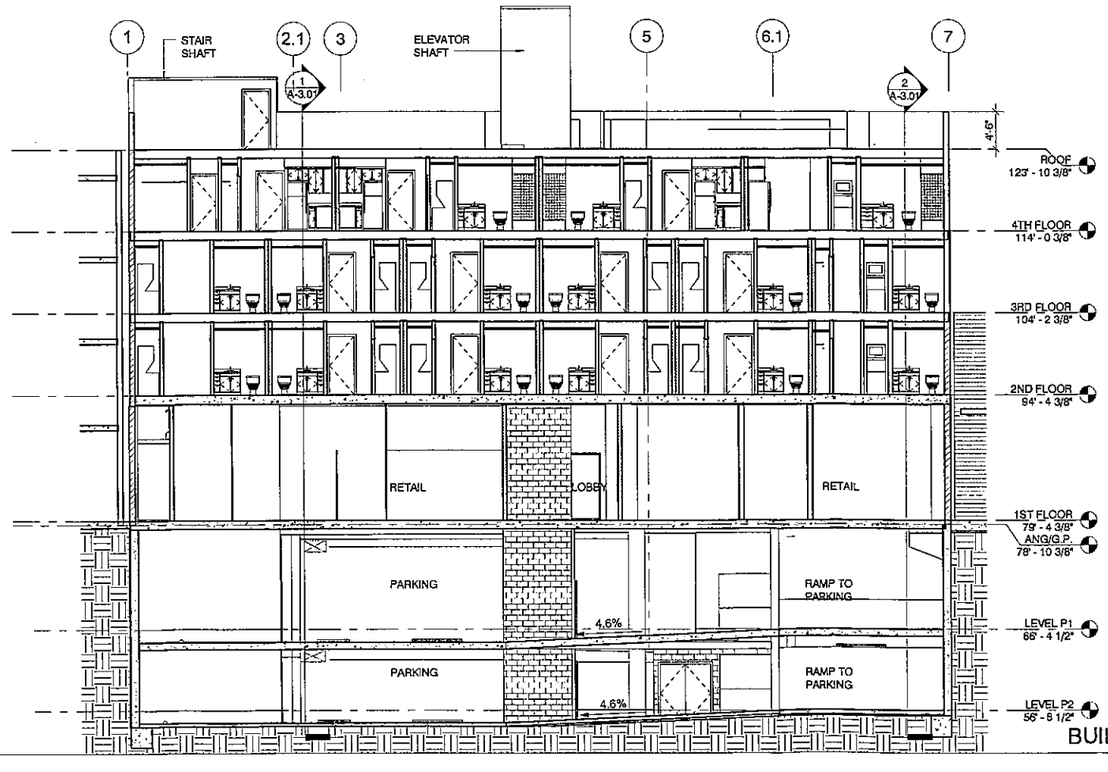


BUILDING SECTION DD SCALE: 1/8" = 1'-0" (2)



BUILDING SECTION CC SCALE: 1/8" = 1'-0" (1)

GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

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5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

LEGEND

WALL HATCH LEGEND

- A — MIN. 1-HOUR FIRE RATED WALL W/ MIN. SOUND RATING OF 50 STC
- B — MIN. 1-HOUR FIRE RATED WALL
- C — MIN. 2-HOUR FIRE RATED WALL
- D — MIN. 3-HR NONCOMBUSTIBLE FIRE RATED WALL

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

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DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

BUILDING SECTIONS

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C-5911 REN. 4-30-17 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
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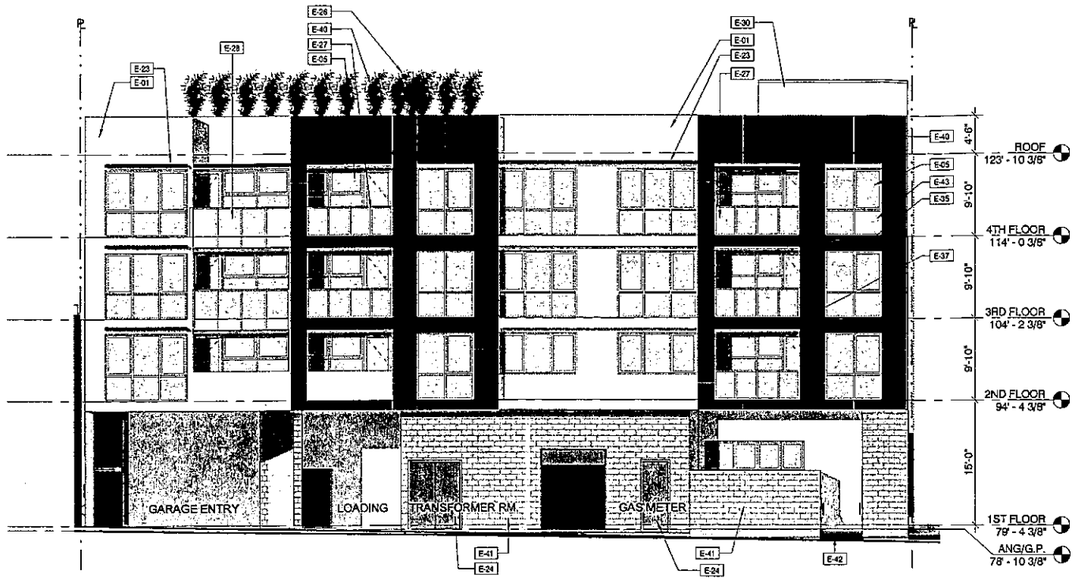
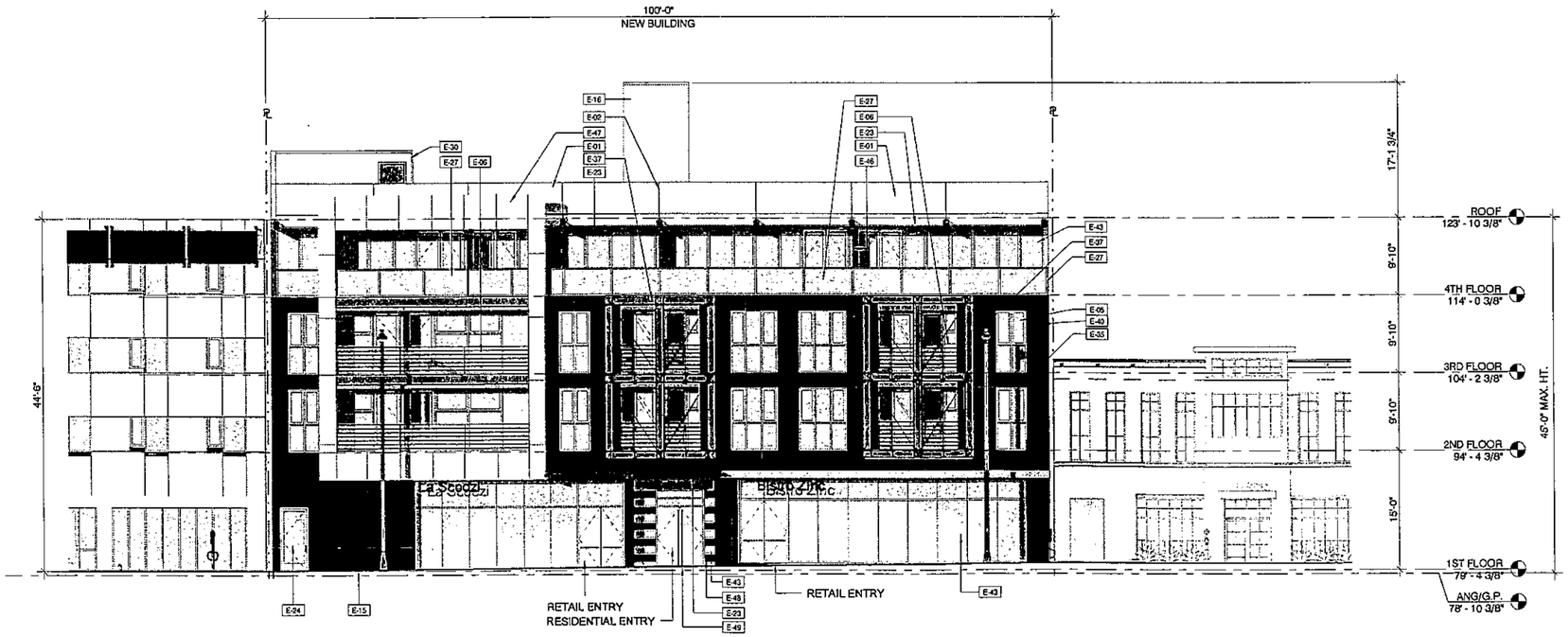
Project No: 1122
Page No: A-3.02



EXTERIOR ELEVATION - WEST SCALE: 1/8" = 1'-0" (2)



EXTERIOR ELEVATION - EAST SCALE: 1/8" = 1'-0" (1)

GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

2. SEE SHT. A-6.01 FOR DOOR SCHEDULE AND SHT. A-6.02 FOR WINDOW SCHEDULE.

3. SEE SHTS. A-6.03 FOR STORE FRONT SCHEDULE AND TYPES.

4. SEE SHTS. A-6.05, A-6.06 AND A-6.07 FOR WALL AND FLOOR ASSEMBLIES.

5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

KEYNOTES

E-01	EXTERIOR CEMENT PLASTER O/ METAL LATH W/ 20/30 STEEL TROWEL FINISH, PAINTED, DUNN EDWARD DE5651 OR EQUIVALENT
E-02	EXTERIOR PLASTER CONTROL JOINT(S)
E-05	EXTERIOR GLASS AT DOORS AND WINDOWS TO BE CLEAR, LOW-E GLASS W/ ANODIZED ALUMINUM FRAMES
E-06	METAL GUARD RAILING, TOP MOUNTED W/ PLASTER FASCIA, PAINTED
E-15	BIKE RACKS
E-16	ELEVATOR SHAFT BEYOND ROOF DECK
E-23	STEEL TRELLIS, PAINTED, COLOR TO MATCH STAINLESS STEEL
E-24	DOOR PER SCHEDULE
E-26	PLANTING AND POTTING PER LANDSCAPE PLANS
E-27	CLEAR ANODIZED ALUMINUM RAILING, W/TRANSLUCENT LAMINATED GLASS INFILL
E-28	ANODIZED ALUMINUM RAILING, COLOR TO MATCH BUILDING EXTERIOR COLOR W/TRANSLUCENT LAMINATED GLASS INFILL
E-30	ROOF ACCESS STAIR
E-35	STAINLESS STEEL LOUVER
E-37	EXPOSED STEEL MOMENT FRAME PER STRUCTURAL, PAINTED TO MATCH STAINLESS STEEL
E-40	TRESPA METEON PANEL, COLOR: DARK BLUE ; ARCHITECTURAL DETAILS AT 10.XX
E-41	CMU WALL
E-42	GARAGE EXIT STAIR
E-43	CLEAR VISION GLASS
E-46	LAMINATED GLASS
E-47	STAINLESS STEEL (MILL FINISH PANELS)
E-48	GREEN MARBLE PANELS
E-49	HARDWOOD DOOR PULLS

AVERAGE NATURAL GRADE

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

A.N.G

NORTHWEST CORNER ELEVATION	= 79.19'
SOUTHWEST CORNER ELEVATION	= 77.32'
SOUTHEAST CORNER ELEVATION	= 78.61'
NORTHEAST CORNER ELEVATION	= 80.30'
	= 315.42'/4 = 78.86'

GLAZING REQUIREMENT

100' x 8' x .5 = 400 S.F. REQUIRED

28+56+28+189+28+56+28 = 413 S.F. PROV.

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

LEGEND

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
TEL: 310 394-4045
FAX: 310 998-8856

DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

EXTERIOR ELEVATIONS

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C-5811 Exp. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
DA/ARB 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	

Date: 11-09-2011
Scale: As indicated
By: TLL
Project No: 1122
Page No:
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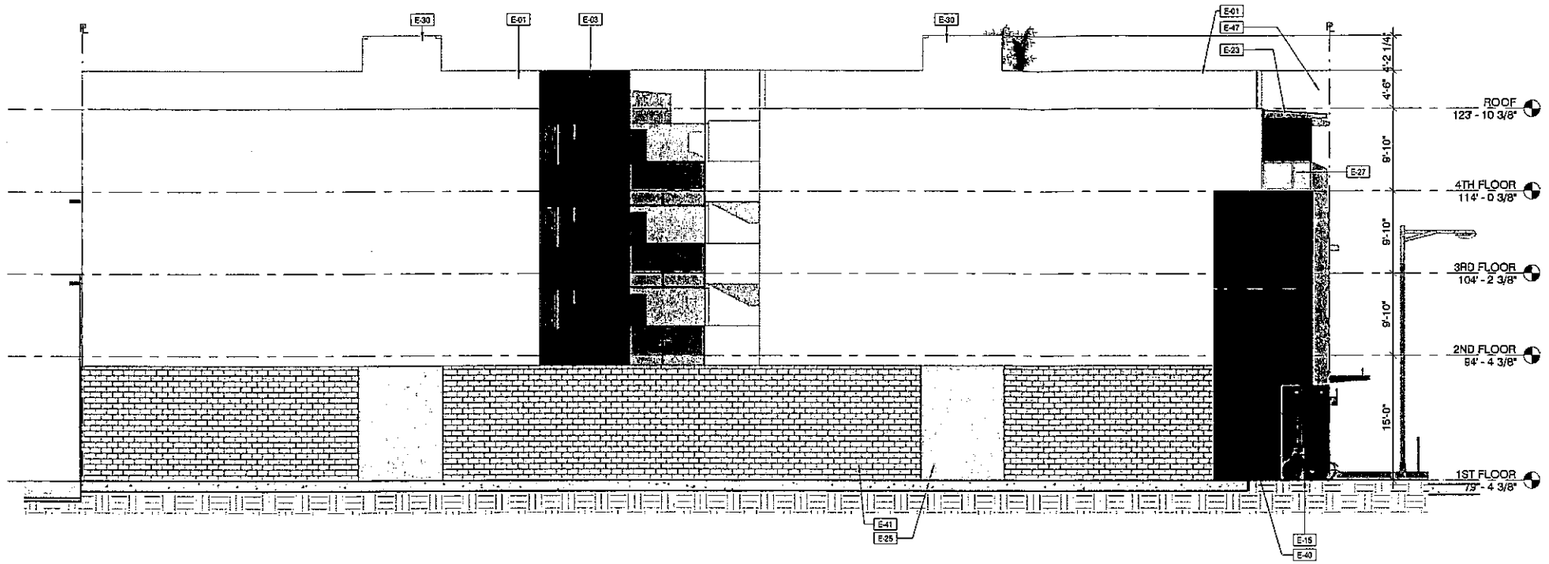
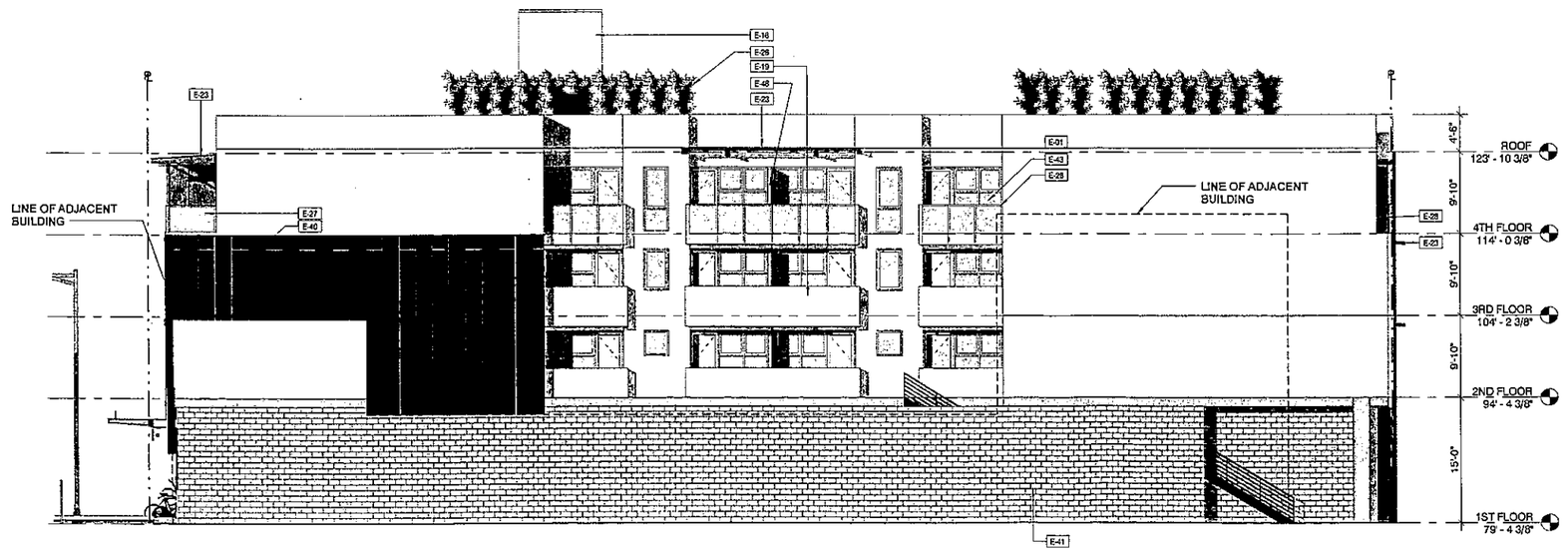


EXTERIOR ELEVATION - SOUTH SCALE: 1/8" = 1'-0" (2)



EXTERIOR ELEVATION - NORTH SCALE: 1/8" = 1'-0" (1)

GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

2. SEE SHT. A-6.01 FOR DOOR SCHEDULE AND SHT. A-6.02 FOR WINDOW SCHEDULE.

3. SEE SHTS. A-6.03 FOR STORE FRONT SCHEDULE AND TYPES.

4. SEE SHTS. A-6.05, A-6.06 AND A-6.07 FOR WALL AND FLOOR ASSEMBLIES.

5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

KEYNOTES

E-01	EXTERIOR CEMENT PLASTER O/ METAL LATH W/ 20/30 STEEL TROWEL FINISH, PAINTED, DUNN EDWARD DE5651 OR EQUIVALENT
E-03	VERTICAL GREEN SCREEN PER LANDSCAPE; SEE LANDSCAPE DWGS FOR ADDITIONAL INFORMATION
E-15	BIKE RACKS
E-16	ELEVATOR SHAFT BEYOND ROOF DECK
E-19	42" BALCONY GUARDWALL TO BE STEEL TROWELED/ PAINTED, DUNN EDWARD DE5651 OR EQUIVALENT
E-23	STEEL TRELLIS, PAINTED, COLOR TO MATCH STAINLESS STEEL
E-25	CONCRETE WALL PER STRUCTURAL
E-26	PLANTING AND POTTING PER LANDSCAPE PLANS
E-27	CLEAR ANODIZED ALUMINUM RAILING, W/TRANSLUCENT LAMINATED GLASS INFILL
E-28	ANODIZED ALUMINUM RAILING, COLOR TO MATCH BUILDING EXTERIOR COLOR W/TRANSLUCENT LAMINATED GLASS INFILL
E-30	ROOF ACCESS STAIR
E-40	TRESPA METEON PANEL, COLOR: DARK BLUE : ARCHITECTURAL DETAILS AT 10.XX
E-41	CMU WALL
E-43	CLEAR VISION GLASS
E-46	LAMINATED GLASS
E-47	STAINLESS STEEL (MILL FINISH PANELS)

AVERAGE NATURAL GRADE

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

A.N.G

NORTHWEST CORNER ELEVATION	= 79.19'
SOUTHWEST CORNER ELEVATION	= 77.32'
SOUTHEAST CORNER ELEVATION	= 78.61'
NORTHEAST CORNER ELEVATION	= 80.30'
	= 315.42/4 = 78.86'

GLAZING REQUIREMENT

100' x 8' x .5 = 400 S.F. REQUIRED

28+56+28+189+28+56+28 = 413 S.F. PROV.

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

LEGEND

1544 TWENTIETH STREET
SANTA MONICA, CA 90404
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FAX: 310 998-8656

DAVID FORBES HIBBERT, AIA

MIXED-USE APARTMENTS
1320 2nd Street
SANTA MONICA, CA 90401

EXTERIOR ELEVATIONS

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C 9811 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
DA/AR8 1.25.13	
DA FINAL 3.4.13	
50% C.D. 4.29.13	

Date: 11-09-2011
Scale: As indicated
By: TLL
Project No: 1122
Page No: A-4.02

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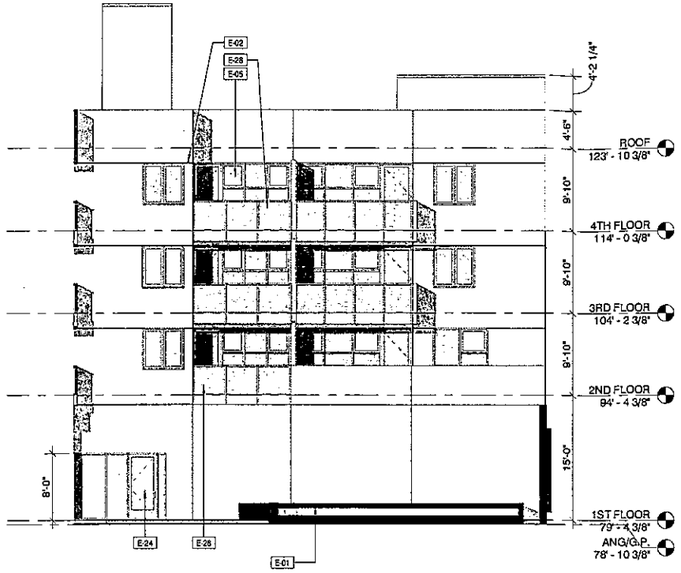
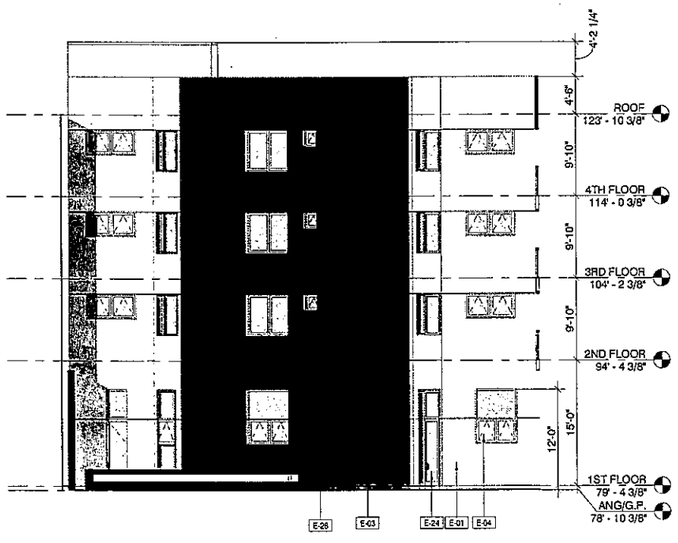
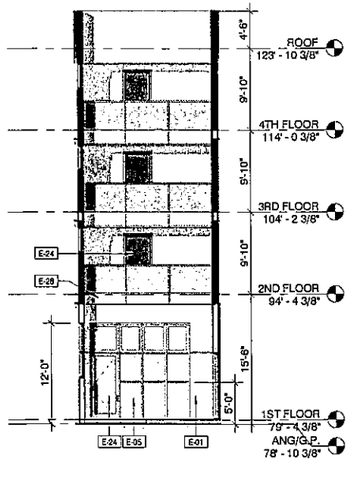


LIGHT COURT ELEVATION - E SCALE: 1/8" = 1'-0" (2)



LIGHT COURT ELEVATION - W SCALE: 1/8" = 1'-0" (3)



LIGHT COURT ELEVATION - N SCALE: 1/8" = 1'-0" (1)

GENERAL NOTES

1. UNIT EXTERIOR WALLS AT OPENINGS MAY VARY BY FLOOR. COORDINATE WITH BLDG. PLANS SHTS. A-2.04 TO A-2.08, EXTERIOR ELEVATIONS SHTS. A-4.01 TO A-4.03, AND BUILDING SECTIONS SHTS. A-3.01 AND A-3.02.

2. SEE SHT. A-6.01 FOR DOOR SCHEDULE AND SHT. A-6.02 FOR WINDOW SCHEDULE.

3. SEE SHTS. A-6.03 FOR STORE FRONT SCHEDULE AND TYPES.

4. SEE SHTS. A-6.05, A-6.06 AND A-6.07 FOR WALL AND FLOOR ASSEMBLIES.

5. THE AREA DEVOTED TO LIVING QUARTERS IN ANY ARTIST STUDIO SHALL NOT OCCUR WITHIN THE FIRST 25FT OF THE BUILDING.

KEYNOTES

E-01	EXTERIOR CEMENT PLASTER O/ METAL LATH W/ 20/30 STEEL TROWEL FINISH, PAINTED, DUNN EDWARD DE5651 OR EQUIVALENT
E-02	EXTERIOR PLASTER CONTROL JOINT(S)
E-03	VERTICAL GREEN SCREEN PER LANDSCAPE; SEE LANDSCAPE DWGS FOR ADDITIONAL INFORMATION
E-04	ALUMINUM NAIL-ON WINDOW SYSTEM, TYPICAL
E-05	EXTERIOR GLASS AT DOORS AND WINDOWS TO BE CLEAR, LOW-E GLASS W/ ANODIZED ALUMINUM FRAMES
E-24	DOOR PER SCHEDULE
E-26	PLANTING AND POTTING PER LANDSCAPE PLANS
E-28	ANODIZED ALUMINUM RAILING, COLOR TO MATCH BUILDING EXTERIOR COLOR W/TRANSLUCENT LAMINATED GLASS INFILL

AVERAGE NATURAL GRADE

A.N.G. = AVERAGE NATURAL GRADE
G.P. = GRADE PLANE

A.N.G

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EXTERIOR LIGHT COURT ELEVATIONS

LICENSED ARCHITECT DAVID FORBES HIBBERT No. C-9811 REN. 4-30-13 STATE OF CALIFORNIA

REVISION	NO.
DA SUBMTL 10.16.12	
50% C.D. 4.29.13	

Date: 11-09-2011
Scale: As indicated
By: Author
Project No: 1122
Page No: A-4.03

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Los Angeles, City of Santa Monica, and described as follows:

LOTS "D" AND "E" IN BLOCK 148 OF THE TOWN OF SANTA MONICA, IN THE CITY OF SANTA MONICA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 80 AND 81 AND IN BOOK 39 PAGE 45 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4291-014-005, 4291-014-006

EXHIBIT "B"

PROJECT PLANS

EXHIBIT "C"

PERMITTED FEES AND EXACTIONS

1. Developer shall pay the following fees and charges that are within the City's jurisdiction and at the rate in effect at the time payments are made:

(a) Upon submittal for Architectural Review Board (ARB) review, Developer shall pay City fees for processing of ARB applications;

(b) Upon submittal for plan check, Developer shall pay City plan check fees;

(c) Prior to issuance of construction permits, Developer shall pay the following City fees and all other standard fees imposed on similar development projects:

- Building, Plumbing, Mechanical, Electrical, Grading, Seismic Mapping, Excavation and Shoring Permit fees (collected by Building & Safety)
- Shoring Tieback fee (collected by EPWM)
- Park and Recreation Facilities Tax (SMMC Section 6.80). Developer shall pay a fee of $200.00 per residential unit, due and payable at the time of issuance of a building permit for the construction or placement of residential units on the subject property.
- Construction and Demolition (C&D) Waste Management fee (SMMC Section 7.60.020) (collected by EPWM) (collected by EPWM)
- Wastewater Capital Facilities Fee (SMMC Section 7.04.460) (collected by EPWM)
- Water Capital Facilities Fee & Water Meter Instillation fee (Water Meter Permit fee) (SMMC Section 7.12.090) (collected by EPWM)
- Fireline Meter fee (SMMC Section 7.12.090) (collected by EPWM)
- Childcare Linkage Fee (SMMC Section 9.72.040). Developer shall execute a contract to pay the fee prior to issuance of a building permit. Developer shall pay the fee prior to the issuance of a final certificate of occupancy for the Project.
- Cultural Arts Fee (SMMC Section 9.04.10.20). Developer shall execute a contract to pay the fee prior to issuance of a building permit. Developer shall pay the fee prior to the issuance of a final certificate of occupancy for the Project.

(d) Upon inspection of the Project during the course of construction, City inspection fees.

These fees shall be reimbursed to Developer in accordance with the City's standard practice should Developer not proceed with development of the Project.

2. Prior to issuance of permits for any construction work in the public right-of-way, or use of public property, Developer shall pay the following City fees:

- Use of Public Property Permit fees (SMMC 7.04.670) (EPWM)
- Utility Excavation Permit fee (SMMC 7.04.010) (EPWM)
- Street Permit fee (SMMC 7.04.790) (EPWM)

3. Developer shall reimburse the City for its ongoing actual costs to monitor the project's compliance with this Development Agreement. The City shall bill Developer for staff time and any material used pursuant to the hourly fees in effect at the time monitoring is performed. Developer shall submit payment to the City within 30 days.

EXHIBIT "D"

CONDITIONS OF APPROVAL

Project Specific Conditions

1. **On-Site Affordable Housing.** Developer shall meet its affordable housing obligation through the development of on-site units for very-low income tenants pursuant to the City's Affordable Housing Production Program (SMMC Chapter 9.56). In addition to the five (5) very-low income studio units required by AHPP, the project shall provide and maintain five (5) additional moderate income one-bedroom units as a community benefit, for a total of ten (10) affordable units on-site. All 10 (10) affordable housing units shall be deed restricted in accordance with the City's Affordable Housing Production Program.

2. **Transportation Demand Management Plan.** Developer shall maintain and implement the following Transportation Demand Management Plan ("TDM Plan"):

   I. Measures Applicable to Entire Project (Commercial and Residential Elements)

      A. *Transportation Information Center*. The Developer shall maintain, for the life of the Project, a Transportation Information Center ("TIC"). The location of the TIC shall be mutually agreed upon by the Transportation Demand Program Manager and the Developer prior to the City's issuance of a certificate of occupancy for the Building, and may be relocated from time to time thereafter upon mutual agreement of the Developer (or Developer's successor in interest) and the Transportation Demand Program Manager. The TIC shall include information for employees, visitors and residents about:

         - Local public transit services, including current maps, bus lines, light rail lines, fare information, schedules for public transit routes serving the Project, telephone numbers and website links for referrals on transportation information, including numbers for the regional ridesharing agency, vanpool providers, ridematching and local transit operators, ridesharing promotional material supplied by commuter-oriented organizations and shuttles; and

         - Bicycle facilities, including routes, rental and sales locations, on-site bicycle facilities, bicycle safety information and the shower facility for the commercial tenants of the Project.

The TIC shall also include a list of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site, including locations of EV charging stations, and car share and bike share locations. Walking maps and information about local services, restaurants, movie theaters and recreational activities within walking distance of the Project shall also be made available. Such transportation information shall be provided on-site, regardless of whether also provided on a website.

B. *Unbundled Parking.* Developer shall lease (a) its parking to residential tenants separately from the residential units and (b) its employee parking to commercial tenants separately from the commercial space. Such parking shall be leased at market rates established by Developer from time to time. However, Developer shall offer a parking space for the tenant(s) of the affordable units at no additional cost, and shall provide a $100 rent reduction if the affordable unit tenant(s) declines a parking space. Developer may, subject to the Planning Director's approval, reconfigure the parking spaces and operations from time-to-time in order to facilitate unbundling of parking. Developer shall require in all tenant leases it executes as landlord that each tenant charge its employees for parking and that all subleases contain this same provision.

C. *Public Bicycle Parking.* Developer shall provide bicycle parking for public use in the amount of seven (7) short-term bicycle parking spaces for commercial patrons and six (6) short-term bicycle spaces for resident visitors (13 total public bike spaces), as shown on the Project Plans.

D. *Marketing.* Developer shall periodically promote ridesharing through newsletters or other communications to tenants, both residential and commercial. Furthermore, Developer shall hold at least one rideshare event annually for residential tenants and commercial employees of the Project, which may be provided in conjunction with the contemplated TMA.

E. *Transportation Coordinator.* Developer shall designate an existing employee at the project site as the "Transportation Coordinator" to be responsible for implementing, maintaining and monitoring the TDM Plan. Once at least 50% of the residential units are occupied, the Transportation Coordinator must be able to dedicate a minimum of fifteen hours per week to overseeing the TDM Plan. The Transportation Coordinator's contact information shall be provided to the City and updated as necessary. The Transportation Coordinator shall be responsible for promoting the TDM Plan to employees and residents, updating information boards/websites,

offering carpool and vanpool matching services and assisting with route planning and will be the point of contact for administration of the annual survey and TDM Plan report required by this Agreement, in addition to any other services the Transportation Coordinator may perform at the Project for Developer. Transportation Coordinator services may be provided through the TMA contemplated in DA Section (2)(B) below.

II. Measures Applicable to Project's Commercial Component Only

A. *Target AVR.* For employees of the commercial tenants, Developer shall achieve an average vehicle ridership ("AVR") of 2.0 by the third year after the City's issuance of a certificate of occupancy for the Project and the 2.0 AVR shall continue to be achieved and maintained thereafter. SMMC Chapter 9.16 in force and effect as of the Effective Date, shall govern how the AVR is calculated. Developer will determine its AVR through employee surveys for one consecutive week each calendar year beginning the first year the commercial component is at least 50% occupied. Developer shall submit such baseline survey to the City at the time of submittal of its annual compliance report for this Agreement. The City shall monitor the TDM Plan performance as part of the City's Periodic Review for the Project. If during any annual evaluation of the Project's employee trip reduction plan, the AVR requirement has not been achieved for the Project, then Developer shall propose modifications to the TDM Plan that Developer considers likely to achieve the AVR requirement by the date of the next annual evaluation of the Project's employee trip reduction plan. In addition, the City's Planning Director may recommend feasible modifications to the TDM Plan. Failure to achieve the AVR performance standard as provided in this Section (A) will not constitute a Default within the meaning of the Agreement so long as Developer is working cooperatively with the City and taking all feasible steps to achieve compliance. The term "feasible" shall have the meaning given that term in Section 21061.1 of the California Public Resources Code.

For purposes of determining AVR, the survey must be conducted in accordance with SMMC 9.16.070(d)(2)(1), except to the extent modified by the Agreement below

"The survey must be taken over five consecutive days during which the majority of employees are scheduled to arrive at or leave the worksite. The days chosen cannot contain a holiday and cannot occur during 'Rideshare Week' or other 'event' weeks (i.e., Bicycle Week, Walk to Work Week,

Transit Week, etc.). This survey must have a minimum response rate of seventy-five percent of employees who report to or leave work between six a.m. and ten a.m., inclusive, and seventy-five percent of employees who report to or leave work between three p.m. and seven p.m., inclusive. Employers that achieve a ninety percent or better survey response rate for the a.m. or p.m. window may count the 'no-survey responses' as 'other' when calculating their AVR . . .

* * *

"The procedure for calculating AVR at a worksite shall be as follows:

"(A) The AVR calculation shall be based on data obtained from an employee survey as defined in [SMMC Section 9.16.070(d)(2)], except as provided herein.

"(B) AVR shall be calculated by dividing the number of employees who report to or leave the worksite by the number of vehicles arriving at or leaving the worksite during the peak periods. All employees who report to or leave the worksite that are not accounted for by the employee survey shall be calculated as one employee per vehicle arriving at or leaving the worksite. Employees walking, bicycling, telecommuting, using public transit, arriving at the worksite in a zero emission vehicle, or utilizing other shared ride shuttle services for at least 75% of their commute shall be counted as employees arriving at or leaving the worksite without vehicles. Employees telecommuting or on their day off under a recognized compressed work week schedule shall also be counted as employees arriving at or leaving the worksite without vehicles. Motorcycles shall be counted as vehicles.

"(C) A child or student may be calculated in the AVR as an additional passenger in the carpool/vanpool if the child or student travels in the car/van to a worksite or school/childcare facility for the majority (at least fifty-one percent) of the total commute.

"(D) If two or more employees from different employers commute in the same vehicle, each employer must account for a proportional share of the vehicle consistent with the number of employees that employer has in the vehicle.

"(E) Any employee dropped off at a worksite shall count as arriving in a carpool/vanpool only if the driver of the carpool/vanpool is continuing on to his/her worksite.

"(F) Any employee telecommuting at home, off-site, or at a telecommuting center for a full work day, eliminating the trip to work or reducing the total travel distance by at least fifty-one percent shall be calculated as if the employee arrived at the worksite in no vehicle.

(G) Zero emission vehicles (electric vehicles) shall be calculated as zero vehicles arriving at the worksite.

Furthermore, the definition of AVR contained in SMMC Section 9.16.030, as written on the Effective Date, shall govern how AVR is calculated. That definition reads as follows:

"The total number of employees who report to or leave the worksite or another job-related activity during the peak periods divided by the number of vehicles driven by these employees over that five-day period. The AVR calculation requires that the five-day period must represent the five days during which the majority of employees are scheduled to arrive at the worksite. The hours and days chosen must be consecutive. The averaging period cannot contain a holiday and shall represent a normal situation so that a projection of the average vehicle ridership during the year is obtained."

B. *Transportation Demand Management Association.* The property owner and building tenants shall be required to participate in the establishment of a Transportation Demand Management Association ("TMA") that may be defined by the City. TMAs provide employees, businesses, and visitors of an area with resources to increase the amount of trips taken by transit, walking, bicycling and carpooling. If a TMA is formed in the City,

Developer shall participate as a full dues paying member of the TMA. Developer shall require in all leases it executes as landlord for space within the Project that building tenants be required to participate in the TMA and that all subleases contain this same provision. Developer may elect to provide some or all of the services required by this TDM plan through the TMA.

C. *Employee Transit Subsidy In Lieu of Parking.* Developer shall require in all tenant leases it executes as landlord that each tenant offer its employees who do not purchase monthly automobile parking in the Project a one month long Metro EZ Transit Pass (or equivalent multi-agency monthly transit pass) at no cost, with such passes provided on-site.

D. *Employee Secure Bicycle Storage.* Developer shall provide secure bicycle parking for commercial employees in the amount of four (4) long-term spaces as shown on the Project Plans. For the purpose of this Section, secure bicycle parking shall mean bicycle lockers, an attended cage, or a secure parking area. If the secure bicycle storage is not secure individual bicycle lockers, commercial employee secure bicycle storage shall be provided in an area separate from the secure bicycle storage for residents.

E. *Employee Showers and Locker Facilities.* Two (2) single showers and locker facility shall be provided for employees of commercial uses on site who bicycle or use another active means, powered by human propulsion, of getting to work or who exercise during the work day.

F. *Employee Flex-Time Schedule.* The Developer shall require in all leases it executes as landlord for space within the Project that, when commercially feasible, employers shall permit employees within the Project to adjust their work hours in order to accommodate public transit schedules, rideshare arrangements, or off-peak hour commuting.

G. *Employee Guaranteed Return Trip.* The Developer shall require in all leases it executes as landlord for space within the Project that tenants provide employees who rideshare (this includes transit riders, vanpoolers, walkers, carpool), with a return trip to their point of commute origin at no additional cost to the employee, when a personal emergency situation such as personal and family illness or injury requires it. Developer, or Developer's successor in interest, shall be responsible for ensuring this obligation is satisfied. The employee guaranteed return trip may be provided through the TMA contemplated in Section (2)(B) of this condition.

III. Measures Applicable to Project's Residential Component Only

A. *Transit Welcome Package for Residents.* The Developer shall provide new residents of the Rental Housing Units of the Project with a Resident Transit Welcome Package (RTWP). One RTWP shall be provided to each unit upon the commencement of a new tenancy. The RTWP at a minimum will include one voucher good for a Metro EZ Transit Pass or equivalent multi-agency pass valid for at least the first month of the tenant's residency, as well as area bus/rail transit route information. The RTWP will also inform residents about the Transit Information Center discussed in Section (I)(A) above and explain how to access the Transit Information Center.

B. *Marketing and Outreach to Downtown Employers and Employees.* Developer shall prepare and implement a marketing and outreach plan designed to notify Downtown employers and their employees of the Project's residential component for the purpose of encouraging those that work in the Downtown area to consider residing in the Project. Such plan shall be subject to reasonable approval by the Planning Director. Developer shall market these residential units exclusively to downtown employers and their employees for a period of 90 days when these units are initially offered for rent. As residential units become vacant, Developer shall make reasonable efforts to contact Downtown employers and their employees for the purpose of informing them of such vacancies and the opportunity to live closer to their places of employment.

C. *Convenient and Secure Bicycle Storage for Residents.* The Developer shall provide a convenient and secure bicycle parking area for residents of the Project in the Subterranean Space as shown on the Project Plans that shall have sufficient space to accommodate one (1) bicycle for each bedroom at the Project, minimum 1 space per unit. For the purposes of this Section, secure bicycle parking shall mean bicycle lockers, an attended cage, or a secure parking room. If the secure bicycle storage is not secure individual bicycle lockers, residential secure bicycle storage shall be provided in an area separate from the secure bicycle storage for commercial employees. Furthermore, the Developer shall provide 53 additional bike racks for residents above vehicular parking racks in the subterranean garage.

IV. Changes to TDM Plan. Subject to the reasonable approval of the City's Planning Director, the Developer may: (a) modify this TDM Plan provided the TDM Plan, as modified, can be demonstrated as equal or superior in its effectiveness at mitigating the traffic-generating effects of

this Project or (b) modify this TDM Plan to help the Project achieve the applicable AVR standards. The Planning Director may also propose modifications to the TDM Plan to achieve the applicable AVR standards. Changes to the TDM Plan in accordance with this Condition 2.IV shall be treated as Minor Modifications pursuant to DA Section 2.4.2.

V. New TDM Ordinance. If the City adopts a new ordinance of general application that updates or replaces Chapter 9.16 of the SMMC and that applies to the geographic area in which the Property is located ("New TDM Ordinance"), then, subject to the Planning Director's approval in his or her sole and absolute discretion, Developer may elect to comply with the new TDM Ordinance in lieu of complying with the TDM Plan outlined in this Agreement.

3. **Transportation Infrastructure Contribution.** On or before issuance of a building permit for the Project, Developer shall make a $125,493 transit and circulation infrastructure contribution to the City to be specifically used for improvements in the Downtown area.

4. **Colorado Esplanade Contribution:** On or before issuance of a building permit for the Project, Developer shall make a $125,000 contribution to the City to be specifically used for the Colorado Esplanade project in the Downtown.

5. **Open Space Contribution:** On or before issuance of a building permit for the Project, Developer shall make a $225,000 contribution to the City to be specifically used for open space improvements in the Downtown area.

6. **Big Blue Bus Contribution:** On or before issuance of a building permit for the Project, Developer shall make a $25,000 contribution to the City to be specifically used for transit improvements in the Downtown.

7. **Historic Preservation Contribution:** Prior to obtaining a building permit for the Project, Developer shall create a separate, interest-bearing trust fund and make a contribution in the amount of twenty five thousand dollars ($25,000). The monies available in this fund shall be used exclusively for historic preservation programs for the Downtown area in the City. These monies shall be applied for and distributed in accordance with a process, to be established by the Planning Director, whereby those entities that are exclusively devoted to historic preservation may make an application to receive distribution of some or all of the trust funds.

8. **LEED® Gold Certification Requirement.** Developer shall retain the services of an accredited professional (the "LEED® Professional) to consult with Developer regarding inclusion of sustainable design features into the Project. Developer shall design the Project so that, at a minimum, the Project shall have the number of points that would be commensurate with achieving LEED® "Gold" certification under a LEED® Rating System (the "Sustainable Design Status").

For purpose of clarity, Developer shall design the Project in a manner that achieves the Sustainable Design Status; provided, however, that Developer shall not be required to pay to the Green Building Certification Institute the fees required to obtain a LEED® certificate. Developer shall confirm to the City that the design for the Project has achieved the Sustainable Design Status in accordance with the following requirements:

A. Prior to the submission of plans for Architecture Review Board review, Developer shall submit a preliminary checklist of anticipated LEED® credits (that shall be prepared by the LEED® professional) for review by the City, along with a narrative to demonstrate that the Project is likely to achieve the Sustainable Design Status.

B. Prior to issuance of a building permit, Developer shall grant access to the City's Green Building Program Advisor as a "Project Team Manager" to the project's documentation in the LEED Online system. The City's Green Program Advisor will use this online documentation to verify that the project is reasonably likely to achieve the Sustainable Design Status.

C. Prior to issuance of a final Certificate of Occupancy for the Project, Developer shall provide to the City certification from the LEED® Professional confirming that the Project has achieved Sustainable Design Status.

D. Notwithstanding the foregoing, if the City has not verified that the constructed Project has achieved the Sustainable Design Status, the City shall nonetheless issue a temporary Certificate of Occupancy for the Project (assuming that the Project is otherwise entitled to receive a temporary Certificate of Occupancy). The temporary Certificate of Occupancy shall be converted to a final Certificate of Occupancy once the constructed Project has achieved the Sustainable Design Status.

E. If the Project is does not achieve Sustainable Design Status, Developer shall ensure that the Project achieves certification to the Gold level under the LEED Existing Buildings Operations & Maintenance (LEED EBOM) rating system that is current at the time that the temporary Certificate of Occupancy was issued for the Project. Developer shall ensure that the Project achieves the Gold level LEED EBOM certification no later than 2 years after the temporary Certificate of Occupancy was issued for the Project.

9. **Photovoltaic Solar Panels.** Photovoltaic solar panels shall be installed on the roof deck in accordance with the Project Plans.

10. **Electric Vehicle Charging Stations.** Developer shall install in the subterranean parking garage not less than five (5) 208/240 V 40 amp AC outlets (or panel

capacity and conduit for the future installation of such 5 electrical outlets), designed to allow the simultaneous charging of electric vehicles.

11. **Local Hiring.** Developer shall implement the local hiring program set forth in Exhibit "F".

12. **Project Design.** As a result of this Agreement, there are enhanced elements of the Project design, including an Enhanced Walkway Area as shown on the Project Plans. Developer shall make the Enhanced Walkway Area accessible to the public at all times, except between the hours of 2:00am through 6:00 am. The public use of that certain area designated on the Project Plans as "Enhanced Walkway" shall be: (i) consistent with the terms and conditions of this Agreement; (ii) solely for pedestrian access to and passive use of the Enhanced Walkway by the public, including walking, strolling, and similar activity; and (iii) compatible with Developer's development, use and enjoyment of the Project. No use other than pedestrian access to and passive use of the Enhanced Walkway by the public shall be permitted on the Enhanced Walkway. Notwithstanding the above, Developer may limit public access to the Enhanced Walkway Area during other hours, but only if the Enhanced Walkway area is utilized for outdoor dining.

13. Ground floor commercial tenant spaces shall maintain exposed ceilings to ensure adequate floor to ceiling heights for prospective commercial tenants.

CITY PLANNING

Administrative Conditions

14. In the event permittee violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

Conformance with Approved Plans

15. This approval is for those plans dated 5/14/13, a copy of which shall be maintained in the files of the City Planning Division. Project development shall be consistent with such plans, except as otherwise specified in these conditions of approval.

16. Minor amendments to the plans shall be subject to approval by the Director of Planning. A significant change in the approved concept shall be subject to review as provided in the Development Agreement. Construction shall be in conformance with the plans submitted or as modified in accordance with the Development Agreement.

17. Except as otherwise provided by the Development Agreement, project plans shall be subject to complete Code Compliance review when the building plans are submitted for plan check and shall comply with all applicable provisions of

Article IX of the Municipal Code and all other pertinent ordinances and General Plan policies of the City of Santa Monica prior to building permit issuance.

Fees

18. No building permit shall be issued for the project until the developer complies with the requirements of Part 9.04.10.20 of the Santa Monica Municipal Code, Private Developer Cultural Arts Requirement. If the developer elects to comply with these requirements by providing on-site public art work or cultural facilities, no final City approval shall be granted until such time as the Director of the Community and Cultural Services Department issues a notice of compliance in accordance with Part 9.04.10.20.

19. No building permit shall be issued for the project until the developer complies with the requirements of Chapter 9.72 of the Santa Monica Municipal Code, the Child Care Linkage Program.

Cultural Resources

20. Except as other provided by the Development Agreement, no demolition of buildings or structures built 40 years of age or older shall be permitted until the end of a 60-day review period by the Landmarks Commission to determine whether an application for landmark designation shall be filed. If an application for landmark designation is filed, no demolition shall be approved until a final determination is made by the Landmarks Commission on the application.

21. If any archaeological remains are uncovered during excavation or construction, work in the affected area shall be suspended and a recognized specialist shall be contacted to conduct a survey of the affected area at project's owner's expense. A determination shall then be made by the Director of Planning to determine the significance of the survey findings and appropriate actions and requirements, if any, to address such findings.

Project Operations

22. The operation shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions.

23. The project shall at all times comply with the provisions of the Noise Ordinance (SMMC Chapter 4.12).

Final Design

24. Plans for final design, landscaping, screening, trash enclosures, and signage shall be subject to review and approval by the Architectural Review Board.

25. The Architectural Review Board, in its review, shall pay particular attention to the courtyard aesthetic design, including ground floor unit entrances, layout, and overall circulation and accessibility.

26. The Architectural Review Board, in its review, shall reevaluate the floating frame element on the front building elevation.

27. Landscaping plans shall comply with Subchapter 9.04.10.04 (Landscaping Standards) of the Zoning Ordinance including use of water-conserving landscaping materials, landscape maintenance and other standards contained in the Subchapter.

28. Refuse areas, storage areas and mechanical equipment shall be screened in accordance with SMMC Section 9.04.10.02.130, 140, and 150. Refuse areas shall be of a size adequate to meet on-site need, including recycling. The Architectural Review Board in its review shall pay particular attention to the screening of such areas and equipment. Any rooftop mechanical equipment shall be minimized in height and area, and shall be located in such a way as to minimize noise and visual impacts to surrounding properties. Unless otherwise approved by the Architectural Review Board, rooftop mechanical equipment shall be located at least five feet from the edge of the roof. Except for solar hot water heaters, no residential water heaters shall be located on the roof.

29. No gas or electric meters shall be located within the required front or street side yard setback areas. The Architectural Review Board in its review shall pay particular attention to the location and screening of such meters.

30. Prior to consideration of the project by the Architectural Review Board, the applicant shall review disabled access requirements with the Building and Safety Division and make any necessary changes in the project design to achieve compliance with such requirements. The Architectural Review Board, in its review, shall pay particular attention to the aesthetic, landscaping, and setback impacts of any ramps or other features necessitated by accessibility requirements.

31. As appropriate, the Architectural Review Board shall require the use of anti-graffiti materials on surfaces likely to attract graffiti.

Construction Plan Requirements

32. Final building plans submitted for approval of a building permit shall include on the plans a list of all permanent mechanical equipment to be placed indoors which may be heard outdoors.

Demolition Requirements

33. Until such time as the demolition is undertaken, and unless the structure is currently in use, the existing structure shall be maintained and secured by boarding up all openings, erecting a security fence, and removing all debris,

bushes and planting that inhibit the easy surveillance of the property to the satisfaction of the Building and Safety Officer and the Fire Department. Any landscaping material remaining shall be watered and maintained until demolition occurs.

34. Prior to issuance of a demolition permit, applicant shall prepare for Building Division approval a rodent and pest control plan to insure that demolition and construction activities at the site do not create pest control impacts on the project neighborhood.

Construction Period

35. Construction Moratorium: There shall be no construction activities that require opening, closing, or blocking of streets, sidewalks, alleys, or street parking in retail areas of the City over the holiday season that runs from the day before Thanksgiving through January 2nd. Exemptions are allowed for emergencies and special conditions authorized in advance by the Director of Public Works. The following areas are affected by this condition: Downtown (Wilshire to the 10 Freeway and Lincoln to Ocean Avenue; Main Street (Pico to the Southerly city limit); Montana Avenue (6th Court to 17th Street); Pico Boulevard (from the Ocean to the Easterly city limit at Centinela).

36. Any construction related activity in the public right-of-way will be required to acquire the approvals by the City of Santa Monica, including but not limited to: Use of Public Property Permits, Sewer Permits, Excavation Permits, Alley Closure Permits, Street Closure Permits, and Temporary Traffic Control Plans.

37. Immediately after demolition and during construction, a security fence, the height of which shall be the maximum permitted by the Zoning Ordinance, shall be maintained around the perimeter of the lot. The lot shall be kept clear of all trash, weeds, etc.

38. Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions. Immediately after commencing dirt removal from the site, the general contractor shall provide the City of Santa Monica with written certification that all trucks leaving the site are covered in accordance with this condition of approval.

39. During demolition, excavation, and construction, this project shall comply with SCAQMD Rule 403 to minimize fugitive dust and associated particulate emission, including but not limited to the following:

40. All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least three times daily with complete coverage, preferably at the start of the day, in the late morning, and after work is done for the day.

41. All grading, earth moving, or excavation activities shall cease during periods of high winds (i.e., greater than 20 mph measured as instantaneous wind gusts) so as to prevent excessive amounts of dust.

42. Soils stockpiles shall be covered.

43. Onsite vehicle speeds shall be limited to 15 mph.

44. Wheel washers shall be installed where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site each trip.

45. An appointed construction relations officer shall act as a community liaison concerning onsite construction activity including resolution of issues related to PM10 generation.

46. Streets shall be swept at the end of the day using SCAQMD Rule 1186 certified street sweepers or roadway washing trucks if visible soil is carried onto adjacent public paved roads (recommend water sweepers with reclaimed water).

47. All active portions the construction site shall be sufficiently watered three times a day to prevent excessive amounts of dust.

48. Developer shall prepare a notice, subject to the review by the Director of Planning and Community Development, that lists all construction mitigation requirements, permitted hours of construction, and identifies a contact person at City Hall as well as the developer who will respond to complaints related to the proposed construction. The notice shall be mailed to property owners and residents of the neighborhood within 500 feet of the Project at least five (5) days prior to the start of construction.

49. A sign shall be posted on the property in a manner consistent with the public hearing sign requirements which shall identify the address and phone number of the owner and/or applicant for the purposes of responding to questions and complaints during the construction period. Said sign shall also indicate the hours of permissible construction work.

50. A copy of these conditions shall be posted in an easily visible and accessible location at all times during construction at the project site. The pages shall be laminated or otherwise protected to ensure durability of the copy.

51. No construction-related vehicles may be parked on the street at any time or on the subject site during periods of peak parking demand. All construction-related vehicles must be parked for storage purposes at on offsite location on a private lot for the duration of demolition and construction. The offsite location shall be approved as part of the Department of Environmental and Public Works review of the construction period mitigation plan and by the Department of City Planning if a Temporary Use Permit is required.

52. Construction period signage shall be subject to the approval of the Architectural Review Board.

Standard Conditions

53. Mechanical equipment shall not be located on the side of any building which is adjacent to a residential building on the adjoining lot, unless otherwise permitted by applicable regulations. Roof locations may be used when the mechanical equipment is installed within a sound-rated parapet enclosure.

54. Final approval of any mechanical equipment installation will require a noise test in compliance with SMMC Section 4.12.040. Equipment for the test shall be provided by the owner or contractor and the test shall be conducted by the owner or contractor. A copy of the noise test results on mechanical equipment shall be submitted to the Community Noise Officer for review to ensure that noise levels do not exceed maximum allowable levels for the applicable noise zone.

55. The property owner shall insure any graffiti on the site is promptly removed through compliance with the City's graffiti removal program.

Condition Monitoring

56. The applicant authorizes reasonable City inspections of the property to ensure compliance with the conditions of approval imposed by the City in approving this project and will bear the reasonable cost of these inspections.

STRATEGIC AND TRANSPORTATION PLANNING

57. Final auto parking, bicycle parking and loading layouts specifications shall be subject to the review and approval of the Strategic and Transportation Planning Division:
http://www.smgov.net/uploadedFiles/Departments/Transportation/Transportation_Management/ParkingStandards.pdf

58. Where a driveway, garage, parking space or loading zone intersects with the public right-of-way at the alley or sidewalk, hazardous visual obstruction triangles shall be provided in accordance with SMMC Section 9.04.10.02.090. Please reference the following standards:
http://www.smgov.net/uploadedFiles/Departments/Transportation/Transportation_Management/HVO.pdf

59. Slopes of all driveways and ramps used for ingress or egress of parking facilities shall be designed in accordance with the standards established by the Strategic and Transportation Planning Manager but shall not exceed a twenty percent slope. Please reference the following standards:

http://www.smgov.net/uploadedFiles/Departments/Transportation/Transportation_Management/RampSlope.pdf

60. [RESERVED]

61. [RESERVED]

BIG BLUE BUS

62. For the life of the project, the property owner shall notify all tenants (residential and/or commercial) in writing as part of their lease or rental agreement that the City envisions a network of transit services in the Downtown area that may result in public transit services operating on any street in the Downtown area, both on streets currently used by transit or through expansion of service to streets not currently utilized by transit. In addition, new bus stops or bus layover zones may be established on these streets for regular use by either the Big Blue Bus or other fixed route or specialized transit operators. On-street parking may be removed at any time to create a bus zone in an appropriate location for safe vehicular movement and passenger safety regardless of business or residential adjacency. Developer, or Developer's successor in interest, shall be responsible for ensuring this obligation is satisfied.

63. Structures that include spaces specifically intended for seniors and/or persons with disabilities should include an appropriate space for the boarding and alighting of this population into specialty vehicles in a safe location such that the stopped vehicle will not interfere with traffic flow.

PUBLIC LANDSCAPE

64. Street trees shall be maintained, relocated or provided as required in a manner consistent with the City's Urban Forest Master Plan, per the specifications of the Public Landscape Division of the Community & Cultural Services Department and the City's Tree Code (SMMC Chapter 7.40). No street trees shall be removed without the approval of the Public Landscape Division.

65. Prior to the issuance of a demolition permit all street trees that are adjacent to or will be impacted by the demolition or construction access shall have tree protection zones established in accordance with the Urban Forest Master Plan. All tree protection zones shall remain in place until demolition and/or construction has been completed.

66. Replace or plant new street trees in accordance with in accordance with Urban Forest Master Plan and in consultation with city arborist

OFFICE OF SUSTAINABILITY AND THE ENVIRONMENT

67. Developer shall enroll the property in the Savings By Design incentive program where available through Southern California Edison prior to submittal of plans for Architectural Review. Developer shall execute an incentive agreement with Southern California Edison prior to the issuance of a building permit.

68. The project shall comply with requirements in section 8.106 of the Santa Monica Municipal code, which adopts by reference the California Green Building Standards Code and which adds local amendments to that Code. In addition, the project shall meet the landscape water conservation and construction and demolition waste diversion requirements specified in Section 8.108 of the Santa Monica Municipal Code.

RENT CONTROL

69. Pursuant to SMMC Section 4.24.030, prior to receipt of the final permit necessary to demolish, convert, or otherwise remove a controlled rental unit(s) from the housing market, the owner of the property shall first secure a removal permit under Section 1803(t), an exemption determination, an approval of a vested rights claim from the Rent Control board, or have withdrawn the controlled rental unit(s) pursuant to the provisions of the Ellis Act.

HOUSING AND ECONOMIC DEVELOPMENT

70. In accordance with Condition No. 1, the Developer shall meet its affordable housing obligation through the development of on-site units for very-low income tenants pursuant to the City's Affordable Housing Production Program (SMMC Chapter 9.56). Specifically, five (5) very-low income one-bedroom units shall be provided and maintained to satisfy AHPP requirements. Furthermore, the project shall provide and maintain three (3) additional low income studio units as a community benefit, for a total of eight (8) affordable units on-site. All eight (8) affordable housing units shall be deed restricted in accordance with the City's Affordable Housing Production Program.

To ensure AHPP compliance, a monitoring fee will be applied to each affordable unit produced. A separate fee has been established for a new unit start-up, subsequent re-occupancy/resale and an annual monitoring fee.

The Administrative Guidelines for the AHPP (fee structures, costs, and affordability limits) are updated annually and available on the Santa Monica House and Economic Development website.

71. Pursuant to Chapter 4.36 of the Santa Monica Municipal Code, relocation assistance shall be provided, by the owner, to a tenant whose tenancy is terminated as a result of the removal of a housing unit from the rental housing market. The relocation fee is determined according to the size (number of bedrooms) of the unit. The fee is adjusted each July 1st, based on the rent of primary resident component of the CPI-W Index for Los Angeles/Riverside/Orange County area, as published by the United States Department of Labor.

72. The City of Santa Monica operates four weekly farmers markets (http://www.smgov.net/portals/farmersmarket/ for details). For properties abutting or adjacent to the City of Santa Monica's Farmers Markets:

A. Construction shall not obstruct or impede the market operations, either for market participants or pedestrian customers. Overall access to the markets must be maintained – including alleys, parking structures, parking lots, street access, overflow parking, Bike Valet, special permit areas, street closures and any other ingress or egress from the farmers market site on market days. In the event of street or alley closures, alternate routes must be identified with adequate signage and Police (TSO's) deployed to direct traffic if necessary, and should be coordinated with the Farmers Market Supervisor. Sub-contract utility work will not be permitted on market days on or adjacent to the market sites.

B. The property owner shall notify all tenants (residential and/or commercial) in writing as part of their lease or rental agreement that the City operates the weekly farmers market adjacent to their property. The Downtown Santa Monica Farmers Market's operation requirements include road closures and the temporary removal of some on-street parking on market days. Storefronts fronting on the Downtown SM market (Arizona Avenue, 2nd Street) may be obscured during market operations by larger vehicles; in such cases the Farmers Market Manager will work with the tenant(s) to help enhance visibility during the market.

PUBLIC WORKS

General Conditions

73. Developer shall be responsible for the payment of the following Public Works Department (PWD) permit fees prior to issuance of a building permit:

a. Water Services

b. Wastewater Capital Facility

c. Water Demand Mitigation

d. Fire Service Connection

e. Tieback Encroachment

f. Encroachment of on-site improvements into public right-of-way

g. Construction and Demolition Waste Management – If the valuation of a project is at least $50,000 or if the total square feet of the project is equal to or greater than 1000 square feet, then the owner or contractor is required to complete and submit a Waste Management Plan. All

demolition projects are required to submit a Waste Management Plan. A performance deposit is collected for all Waste Management Plans equal to 3% of the project value, not to exceed $30,000. All demolition only permits require a $1,000 deposit or $1.00 per square foot, whichever is the greater of the two.

Some of these fees shall be reimbursed to developer in accordance with the City's standard practice should Developer not proceed with development of the Project. In order to receive a refund of the Construction and Demolition performance deposit, the owner or contractor must provide receipts of recycling 70% of all materials listed on the Waste Management Plan.

74. Any work or use of the public right-of-way including any proposed encroachments of on-site improvements into the public right-of-way will require a permit from the Public Works Department (PWD) - Administrative Services Division.

75. Plans and specifications for all offsite improvements shall be prepared by a Registered Civil Engineer licensed in the State of California for approval by the City Engineer prior to issuance of a building permit.

76. Immediately after demolition and during construction, a security fence, the height of which shall be the maximum permitted by the Zoning Ordinance, shall be maintained around the perimeter of the lot. The lot shall be kept clear of all trash, weeds, etc.

77. A sign shall be posted on the property in a manner consistent with the public hearing sign requirements, which shall identify the address and phone number of the owner, developer and contractor for the purposes of responding to questions and complaints during the construction period. Said sign shall also indicate the hours of permissible construction work.

78. Prior to the demolition of any existing structure, the applicant shall submit a report from an industrial hygienist to be reviewed and approved as to content and form by the Building & Safety Division. The report shall consist of a hazardous materials survey for the structure proposed for demolition. The report shall include a section on asbestos and in accordance with the South Coast AQMD Rule 1403, the asbestos survey shall be performed by a state Certified Asbestos Consultant (CAC). The report shall include a section on lead, which shall be performed by a state Certified Lead Inspector/Assessor. Additional hazardous materials to be considered by the industrial hygienist shall include: mercury (in thermostats, switches, fluorescent light), polychlorinated biphenyls (PCBs) (including light Ballast), and fuels, pesticides, and batteries.

Water Resources

79. Connections to the sewer or storm drains require a sewer permit from the PWD - Civil Engineering Division. Connections to storm drains owned by Los Angeles County require a permit from the L.A. County Department of Public Works.

80. Parking areas and structures and other facilities generating wastewater with potential oil and grease content are required to pretreat the wastewater before discharging to the City storm drain or sewer system. Pretreatment will require that a clarifier or oil/water separator be installed and maintained on site.

81. If the project involves dewatering, developer/contractor shall contact the LA Regional Water Quality Control Board (RWQCB) to obtain an NPDES Permit for discharge of groundwater from construction dewatering to surface water. For more information refer to: http://www.waterboards.ca.gov/losangeles/ and search for Order # R4-2003-0111.

82. Prior to the issuance of the first building permit, the applicant shall submit a sewer study that shows that the City's sewer system can accommodate the entire development. Developer shall be responsible to upgrade any downstream deficiencies, to the satisfaction of the Water Resources Manager, if calculations show that the project will cause such mains to receive greater demand than can be accommodated. Improvement plans shall be submitted to the Engineering Division. All reports and plans shall also be approved by the Water Resources Engineer.

83. Prior to the issuance of the first building permit, the applicant shall submit a water study that shows that the City's water system can accommodate the entire development for fire flows and all potable needs. Developer shall be responsible to upgrade any water flow/pressure deficiencies, to the satisfaction of the Water Resources Manager, if calculations show that the project will cause such mains to receive greater demand than can be accommodated. Improvement plans shall be submitted to the Engineering Division. All reports and plans shall also be approved by the Water Resources Engineer.

84. Prior to the issuance of the first building permit, the applicant shall submit a hydrology study of all drainage to and from the site to demonstrate adequacy of the existing storm drain system for the entire development. Developer shall be responsible to upgrade any system deficiencies, to the satisfaction of City Engineer, if calculations show that the project will cause such facilities to receive greater demand than can be accommodated. All reports and improvement plans shall be submitted to Engineering Division for review and approval. The study shall be performed by a Registered Civil Engineer licensed in the State of California.

85. Developer shall not directly connect to a public storm drain pipe or direct site drainage to the public alley.

86. All existing sanitary sewer "house connections" to be abandoned, shall be removed and capped at the "Y" connections.

87. The fire services and domestic services 3-inches or greater must be above ground, on the applicant's site, readily accessible for testing. Commercial or residential units are required to either have an individual water meter or a master meter with sub-meters.

88. Developer is required to meet state cross-connection and potable water sanitation guidelines. Refer to requirements and comply with the cross-connections guidelines available at: http://www.lapublichealth.org/eh/progs/encirp/ehcross.htm. Prior to issuance of a Certificate of Occupancy, a cross-connection inspection shall be completed.

89. All new restaurants and cooking facilities at the site are required to install Gravity Grease Interceptors to pretreat wastewater containing grease. The minimum capacity of the interceptor shall be determined by using table 10-3 of the 2007 Uniform Plumbing Code, Section 1014.3. All units shall be fitted with a standard final-stage sample box. The 2007 Uniform Plumbing Code guideline in sizing Gravity Grease Interceptors is intended as a minimum requirement and may be increased at the discretion of PWD, Water Resources Protection Program.

90. Plumbing fixtures that meet the standards for 20% water use reduction specified in the California Green Building Standards Code are required on all new development and remodeling where plumbing is to be added.

Urban Water Runoff Mitigation

91. To mitigate storm water and surface runoff from the project site, an Urban Runoff Mitigation Plan shall be required by the PWD pursuant to Municipal Code Chapter 7.10. Prior to submittal of landscape plans for Architectural Review Board approval, the applicant shall contact PWD to determine applicable requirements, such as:

    a. The site must comply with SMMC Chapter 7.10 Urban Runoff Pollution Ordinance for the construction phase and post construction activities;

    b. Non-stormwater runoff, sediment and construction waste from the construction site and parking areas is prohibited from leaving the site;

    c. Any sediments or materials which are tracked off-site must be removed the same day they are tracked off-site;

    d. Excavated soil must be located on the site and soil piles should be covered and otherwise protected so that sediments are not tracked into the street or adjoining properties;

    e. No runoff from the construction site shall be allowed to leave the site; and

f. Drainage control measures shall be required depending on the extent of grading and topography of the site.

g. Development sites that result in land disturbance of one acre or more are required by the State Water Resources Control Board (SWRCB) to submit a Storm Water Pollution Prevention Plan (SWPPP). Effective September 2, 2011, only individuals who have been certified by the Board as a "Qualified SWPPP Developer" are qualified to develop and/or revise SWPPPs. A copy of the SWPPP shall also be submitted to the PWD.

92. Prior to implementing any temporary construction dewatering or permanent groundwater seepage pumping, a permit is required from the City Water Resources Protection Program (WRPP). Please contact the WRPP for permit requirements at least two weeks in advance of planned dewatering or seepage pumping. They can be reached at (310) 458-8235.

Public Streets & Right-of-Way

93. Prior to the issuance of a Certificate of Occupancy for the Project, all required offsite improvements, such as AC pavement rehabilitation, replacement of sidewalk, curbs and gutters, installation of street trees, lighting, etc. shall be designed and installed to the satisfaction of the Public Works Department and Public Landscape Division.

94. Unless otherwise approved by the PWD, all sidewalks shall be kept clear and passable during the grading and construction phase of the project.

95. Sidewalks, curbs, gutters, paving and driveways which need replacing or removal as a result of the project or needed improvement prior to the project, as determined by the PWD shall be reconstructed to the satisfaction of the PWD. Design, materials and workmanship shall match the adjacent elements. This is especially true for areas within the City that have architectural concrete, pavers, tree wells, art elements, special landscaping, etc.

96. Street and alley sections adjacent to the development shall be replaced as determined by the PWD. This typically requires full reconstruction of the street or alley in accordance with City of Santa Monica standards for the full adjacent length of the property.

Utilities

97. No Excavation Permit shall be issued without a Telecommunications Investigation by the City of Santa Monica Information Systems Department. The telecommunications investigation shall provide a list of recommendations to be incorporated into the project design including, but not limited to measures associated with joint trench opportunities, location of tie-back and other underground installations, telecommunications conduit size and specifications, fiber optic cable specifications, telecommunications vault size and placement and

specifications, interior riser conduit and fiber optic cable, and adjacent public right of way enhancements. Developer shall install two Telecommunications Vaults in either the street, alley and/or sidewalk locations dedicated solely for City of Santa Monica use. Developer shall provide two unique, telecommunication conduit routes and fiber optic cables from building Telecommunications Room to Telecommunications Vaults in street, alley and/or sidewalk. Developer will be responsible for paying for the connection of each Telecommunications Vault to the existing City of Santa Monica fiber optic network, or the extension of conduit and fiber optic cable for a maximum of 1km terminating in a new Telecommunications Vault for future interconnection with City network. The final telecommunications design plans for the project site shall be submitted to and approved by the City of Santa Monica Information Systems Department prior to approval of project.

a. Project shall comply with City of Santa Monica Telecommunications Guidelines

b. Project shall comply with City of Santa Monica Right-of-Way Management Ordinance No. 2129CCS, Section 3 (part), adopted 7/13/04

98. Prior to the issuance of a Certificate of Occupancy for the Project, provide new street-pedestrian lighting with a multiple circuit system along the new street right-of-way and within the development site in compliance with the PWD Standards and requirements. New street-pedestrian light poles, fixtures and appurtenances to meet City standards and requirements.

99. Prior to submitting plans, make arrangements with all affected utility companies and indicate points of connection for all services on the site plan drawing. Pay for undergrounding of all overhead utilities within and along the development frontages. Existing and proposed overhead utilities need to be relocated underground.

100. Location of Southern California Edison electrical transformer and switch equipment/structures must be clearly shown of the development site plan and other appropriate plans within the project limits. The SCE structures serving the proposed development shall not be located in the public right-of-way.

Resource Recovery and Recycling

101. Development plans must show the refuse and recycling (RR) area dimensions to demonstrate adequate and easily accessible area. If the RR area is completely enclosed, then lighting, ventilation and floor drain connected to sewer will be required. Section 9.04.10.02.151 of the SMMC has dimensional requirements for various sizes and types of projects. Developments that place the RR area in subterranean garages must also provide a bin staging area on their property for the bins to be placed for collection.

102. Contact Resource Recovery and Recycling RRR division to obtain dimensions of the refuse recycling enclosure.

103. Prior to issuance of a Permit, submit a waste management plan, a map of the enclosure and staging area with dimensions and a recycling plan to the RRR Division for its approval. The State of California AB 341 requires any multi-family building housing 5 units or more to have a recycling program in place for its tenants. All commercial businesses generating 4 cubic yards of trash per week must also have a recycling program in place for its employees and clients/customers. Show compliance with these requirements on the building plans. Visit the Resource Recovery and Recycling (RRR) website or contact the RRR Division for requirements of the Waste Management Plan and to obtain the minimum dimensions of the refuse recycling enclosure. The recycling plan shall include:

a. List of materials such as white paper, computer paper, metal cans, and glass to be recycled;

b. Location of recycling bins;

c. Designated recycling coordinator;

d. Nature and extent of internal and external pick-up service;

e. Pick-up schedule; and

f. Plan to inform tenants/ occupants of service.

Construction Period Mitigation

104. A construction period mitigation plan shall be prepared by the applicant for approval by the PWD prior to issuance of a building permit. The approved mitigation plan shall be posted on the site for the duration of the project construction and shall be produced upon request. As applicable, this plan shall:

a. Specify the names, addresses, telephone numbers and business license numbers of all contractors and subcontractors as well as the developer and architect;

b. Describe how demolition of any existing structures is to be accomplished;

c. Indicate where any cranes are to be located for erection/construction;

d. Describe how much of the public street, alleyway, or sidewalk is proposed to be used in conjunction with construction;

e. Set forth the extent and nature of any pile-driving operations;

f. Describe the length and number of any tiebacks which must extend under the public right-of-way and other private properties;

g. Specify the nature and extent of any dewatering and its effect on any adjacent buildings;

h. Describe anticipated construction-related truck routes, number of truck trips, hours of hauling and parking location;

i. Specify the nature and extent of any helicopter hauling;

j. State whether any construction activity beyond normally permitted hours is proposed;

k. Describe any proposed construction noise mitigation measures, including measures to limit the duration of idling construction trucks;

l. Describe construction-period security measures including any fencing, lighting, and security personnel;

m. Provide a grading and drainage plan;

n. Provide a construction-period parking plan which shall minimize use of public streets for parking;

o. List a designated on-site construction manager;

p. Provide a construction materials recycling plan which seeks to maximize the reuse/recycling of construction waste;

q. Provide a plan regarding use of recycled and low-environmental-impact materials in building construction; and

r. Provide a construction period urban runoff control plan.

Air Quality

105. Dust generated by the development activities shall be kept to a minimum with a goal of retaining dust on the site through implementation of the following measures recommended by the SCAQMD Rule 403 Handbook:

- During clearing, grading, earth moving, excavation, or transportation of cut or fill materials, water trucks or sprinkler systems are to be used to the extent necessary to prevent dust from leaving the site and to create a crust after each day's activities cease.

- Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust

emissions. Immediately after commencing dirt removal from the site, the general contractor shall provide the City with written certification that all trucks leaving the site are covered in accordance with this condition of approval.

- During clearing, grading, earth moving, excavation, or transportation of cut or fill materials, streets and sidewalks within 150 feet of the site perimeter shall be swept and cleaned a minimum of twice weekly or as frequently as required by the PWD.

- During construction, water trucks or sprinkler systems shall be used to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

- Soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation.

106. Construction equipment used on the site shall meet the following conditions in order to minimize NOx and ROC emissions:

- Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment to the extent feasible; and

- The operation of heavy-duty construction equipment shall be limited to no more than 5 pieces of equipment at one time.

Noise Attenuation

107. All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers.

108. Electrical power shall be used to run air compressors and similar power tools.

109. For all noise-generating activity on the project site associated with the installation of new facilities, additional noise attenuation techniques shall be employed to reduce noise levels to City of Santa Monica noise standards. Such techniques may include, but are not limited to, the use of sound blankets on noise generating equipment and the construction of temporary sound barriers between construction sites and nearby sensitive receptors.

Miscellaneous

110. For temporary excavation and shoring that includes tiebacks into the public right-of-way, a Tieback Agreement, prepared by the City Attorney, will be required.

FIRE

General Requirements

The following comments are to be included on plans if applicable.

Requirements are based on the California Fire Code (CFC), the Santa Monica Municipal Code (SMMC) and the California Building Code (CBC).

California Fire Code/ Santa Monica Fire Department Requirements

111. A fire apparatus access road shall be provided to within 150 feet of all exterior walls of the first floor of the building. The route of the fire apparatus access road shall be approved by the fire department. The 150 feet is measured by means of an unobstructed route around the exterior of the building.

112. Apparatus access roads shall have a minimum unobstructed width of 20 feet. A minimum vertical clearance of 13 feet 6 inches shall be provided for the apparatus access roads.

113. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved means for turning around the apparatus.

114. A "Knox" key storage box shall be provided for ALL new construction. For buildings, other than high-rise, a minimum of 3 complete sets of keys shall be provided. Keys shall be provided for all exterior entry doors, fire protection equipment control equipment rooms, mechanical and electrical rooms, elevator controls and equipment spaces, etc. For high-rise buildings, 6 complete sets are required.

115. Santa Monica Municipal Code Chapter 8 section 8.44.050 requires an approved automatic fire sprinkler system in ALL new construction and certain remodels or additions. Any building that does not have a designated occupant and use at the time fire sprinkler plans are submitted for approval, the system shall be designed and installed to deliver a minimum density of not less than that required for ordinary hazard, Group 2, with a minimum design area of not less than three thousand square feet. Plans and specifications for fire sprinkler systems shall be submitted and approved prior to system installation.

116. Buildings four or more stories in height shall be provided with not less than one standpipe during construction.

117. The standpipe(s) shall be installed before the progress of construction is more than 35- feet above grade. Two-and-one-half-inch valve hose connections shall be provided at approved, accessible locations adjacent to useable stairs. Temporary standpipes shall be capable of delivering a minimum demand of 500 gpm at 100-psi residual pressure. Pumping equipment shall be capable of providing the required pressure and volume.

118. Provide Multipurpose Dry Chemical type fire extinguishers with a minimum rating of 2A-10B:C. Extinguishers shall be located on every floor or level. Maximum travel distance from any point in space or building shall not exceed 75 feet. Extinguishers shall be mounted on wall or installed in cabinet no higher than 4 ft. above finished floor and plainly visible and readily accessible or signage shall be provided.

119. An automatic fire extinguishing system complying with UL 300 shall be provided to protect commercial-type cooking or heating equipment that produces grease-laden vapors. A separate plan submittal is required for the installation of the system and shall be in accordance with UFC Article 10, NFPA 17A and NFPA 96. Provide a Class "K" type portable fire extinguisher within 30 feet the kitchen appliances emitting grease-laden vapors.

120. Every building and/or business suite is required to post address numbers that are visible from the street and alley. Address numbers shall be a minimum of six (6) inches in height and contrast with their background. Suite or room numbers shall be a minimum of four (4) inches in height and contrast with their background. Santa Monica Municipal Code Chapter 8 Section 8.48.130 (l) (1)

121. When more than one exit is required they shall be arranged so that it is possible to go in either direction to a separate exit, except deadends not exceeding 20 feet, and 50 feet in fully sprinklered buildings.

122. Exit and directional signs shall be installed at every required exit doorway, intersection of corridors, exit stairways and at other such locations and intervals as necessary to clearly indicate the direction of egress. This occupancy/use requires the installation of approved floor level exit pathway marking. Exit doors shall be openable from the inside without the use of a key, special effort or knowledge.

123. Show ALL door hardware intended for installation on Exit doors.

124. In buildings two stories or more in height an approved floor plan providing emergency procedure information shall be posted at the entrance to each stairway, in every elevator lobby, and immediately inside all entrances to the building. The information shall be posted so that it describes the represented floor and can be easily seen upon entering the floor level or the building. Required information shall meet the minimum standards established in the Santa Monica Fire Department, Fire Prevention Division, information sheet entitled "Evacuation Floor Plan Signs." (California Code of Regulations Title 19 Section 3.09)

125. Stairway Identification shall be in compliance with CBC 1022.8

126. Floor-level exit signs are required in Group A, E, I, R-1, R-2 and R-4 occupancies.

127. In buildings two stories in height at least one elevator shall conform to the California Building Code Chapter 30 section 3003.5a for General Stretcher Requirements for medical emergency use.

a. The elevator entrance shall not be less than 42 inches wide by 72 inches high.

b. The elevator car shall have a minimum clear distance between walls excluding return panels of not less than 80 inches by 54 inches.

c. Medical emergency elevators shall be identified by the international symbol (star of life) for emergency elevator use. The symbol shall be not less than 3-inches in size.

128. Storage, dispensing or use of any flammable or combustible liquids, flammable compressed gases or other hazardous materials shall comply with the Uniform Fire Code. The Santa Monica Fire Department prior to any materials being stored or used on site shall approve the storage and use of any hazardous materials. Complete and submit a "Consolidated Permit Application Package." Copies may be obtained by calling (310) 458-8915.

129. Alarm-initiating devices, alarm-notification devices and other fire alarm system components shall be designed and installed in accordance with the appropriate standards of Chapter 35 of the Building Code, and the National Fire Alarm Code NFPA 72. The fire alarm system shall include visual notification appliances for warning the hearing impaired. Approved visual appliances shall be installed in ALL rooms except private (individual) offices, closets, etc.

130. An approved fire alarm system shall be installed as follows:

131. Group A Occupancies with an occupant load of 1,000 or more shall be provided with a manual fire alarm system and an approved prerecorded message announcement using an approved voice communication system. Emergency power shall be provided for the voice communication system.

132. Group E Occupancies having occupant loads of 50 or more shall be provided with an approved manual fire alarm system.

133. Group R-1, R-2 Apartment houses containing 16 or more dwelling units, in building three or more stories in height R-2.1 and R-4 Occupancies shall be provided with a manual alarm system. Smoke detectors shall be provided in all common areas and interior corridors of required exits. Recreational, laundry, furnace rooms and similar areas shall be provided with heat detectors.

134. Plans and specifications for fire alarm systems shall be submitted and approved prior to system installation

Santa Monica Fire Department - Fire Prevention Policy Number 5-1

Subject: Fire Apparatus Access Road Requirements

Scope: This policy identifies the minimum standards for apparatus access roads required by California Fire Code, Section 503.

Application

135. Fire apparatus access roads shall comply with the following minimum standards:

a. The minimum clear width shall be not less than 20 feet. No parking, stopping or standing of vehicles is permitted in this clear width.

b. When fire hydrants or fire department connections to fire sprinkler systems are located on fire apparatus access roads the minimum width shall be 26 feet. This additional width shall extend for 20 feet on each side of the centerline of the fire hydrant or fire department connection.

c. The minimum vertical clearance shall be 13 feet, 6 inches.

d. The minimum turn radius for all access road turns shall be not less than 39 feet for the inside radius and 45 feet for the outside radius.

e. Dead-end access roads in excess of 150 feet in length shall be provided with either a 96 feet diameter "cul-de-sac," 60 foot "Y" or 120-foot "hammerhead" to allow the apparatus to turn.

f. The surface shall be designed and maintained to support the imposed loads of at least 75,000-pound and shall be "all-weather." An "all-weather" surface is asphalt, concrete or other approved driving surface capable of supporting the load.

136. Gates installed on fire apparatus access roads shall comply with the following:

a. The width of any gate installed on a fire apparatus access road shall be a minimum of 20 feet.

b. Gates may be of the swinging or sliding type.

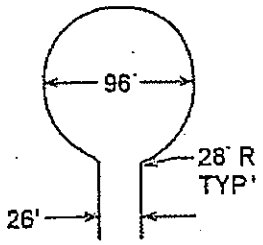
c. Gates shall be constructed of materials that will allow for manual operation by one person.

d. All gate components shall be maintained in an operative condition at all times and shall be repaired or replaced when defective.

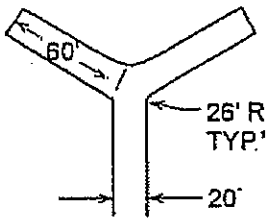
e. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. The Fire Prevention Division shall approve emergency opening devices.

f. Manual opening gates may be locked with a padlock, as long it is accessible to be opened by means of forcible entry tools.

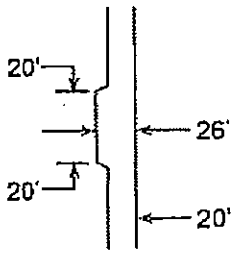
g. The Fire Prevention Division shall approve locking device specification.



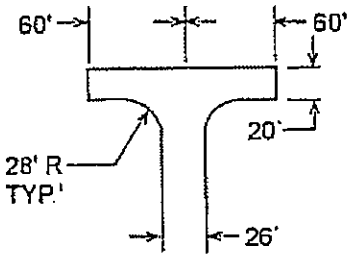
96' DIAMETER CUL-DE-SAC



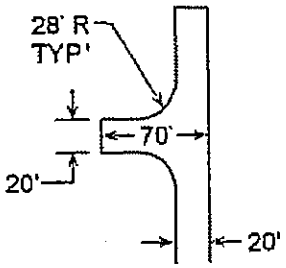
60' "Y"



MINIMUM CLEARANCE AROUND A FIRE HYDRANT



120' HAMMERHEAD



ACCEPTABLE ALTERNATIVE TO 120' HAMMERHEAD

137. Fire apparatus access roads shall be marked with permanent NO PARKING – FIRE LANE CVC SECTION 22500.1. Signs shall have a minimum dimension of 12 inches wide and 18 inches high having red letters on a white reflective background.

a. Fire apparatus access roads signs and placement shall comply with the following:

i. Fire Apparatus access roads 20 to 26 feet wide must be posted on both sides as a fire lane.

ii. Fire Apparatus access roads 26 to 32 feet wide must be posted on one side as a fire lane.

138. Buildings or facilities exceeding 30 feet in height or more than 3 stories in height shall have at least 2 fire apparatus access roads for each structure.

139. Fire apparatus access roads for commercial and industrial development shall comply with the following:

i. Buildings or facilities exceeding 30 feet in height or more than 3 stories in height shall have at least 2 means of fire apparatus access for each structure.

ii. Buildings or facilities having a gross floor area of more than 62,000 square feet shall be provided with 2 fire apparatus access roads.

iii. When two access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be accessed measured in a straight line between access.

140. Aerial apparatus access roads shall comply with the following:

i. Buildings or portions of buildings or facilities exceeding 30 feet in height from the lowest point of Fire Department access shall be provided shall be provided with approved apparatus access roads capable of accommodating aerial apparatus.

ii. Apparatus access roads shall have a minimum width of 26 feet in the immediate vicinity of any building or portion of a building more than 30 feet in height.

iii. At least one of the required access roads meeting this condition shall be located within a minimum of 15 feet and maximum of 30 feet from the building and shall be a positioned parallel to one entire side of the building.

141. California Building Code / Santa Monica Fire Department Requirements

Occupancy Classification and Division

- If a change in occupancy or use, identify the existing and all proposed new occupancy classifications and uses
- Assembly (A-1, A-2, A-3), Business (B), Mercantile (M), Residential (R), etc.
- Include all accessory uses

Building Height

- Height in feet (SMMC defines a High-Rise as any structure greater then 55 feet.)
- Number of stories
- Detail increase in allowable height
- Type I (II-FR.) buildings housing Group B office or Group R, Division 1 Occupancies each having floors used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access shall comply with CBC Section 403.

a. Automatic sprinkler system.

b. Smoke-detection systems.

c. Smoke control system conforming to Chapter 9 section 909.

d. Fire alarm and communication systems.

1. Emergency voice alarm signaling system.

2. Fire department communication system.

e. Central control station. (96 square feet minimum with a minimum dimension of 8' ft.)

f. {omitted}

g. Elevators.

h. Standby power and light and emergency systems.

i. Exits

j. Seismic consideration.

Total Floor Area of Building or Project

- Basic Allowable Floor Area
- Floor Area for each room or area
- Detail allowable area increase calculations

Corridor Construction

- Type of Construction
- Detail any and all code exceptions being used

Occupant Load Calculations

- Occupancy Classification for each room or area.
- Occupant Load Calculation for each room or area based on use or occupancy
- Total Proposed Occupant Load

Means of Egress

- Exit width calculations
- Exit path of travel
- Exit Signage and Pathway Illumination (low level exit signage)

Atria - Atria shall comply with CBC Section 404 as follows:

- Atria shall not be permitted in buildings containing Group H Occupancies.
- The entire building shall be sprinklered.
- A mechanically operated smoke-control system meeting the requirements of Section 909 and 909.9 shall be installed.
- Smoke detectors shall be installed in accordance with the Fire Code.
- Except for open exit balconies within the atrium, the atrium shall be separated from adjacent spaces by one-hour fire-resistive construction. See exceptions to Section 404.6.

- When a required exit enters the atrium space, the travel distance from the doorway of the tenant space to an enclosed stairway, horizontal exit, exterior door or exit passageway shall not exceed 200 feet.

- In other than jails, prisons and reformatories, sleeping rooms of Group I Occupancies shall not have required exits through the atrium.

- Standby power shall be provided for the atrium and tenant space smoke-control system. Sections 404.7 and 909.11.

- The interior finish for walls and ceilings of the atrium and all unseparated tenant spaces shall be Class I. Section 404.8.

Atriums of a height greater than 20 feet, measured from the ceiling sprinklers, shall only contain furnishings and decorative materials with potential heat of combustion less than 9,000 Btu's per pound. All furnishings to comply with California Bureau of Home Furnishings, Technical Bulletin 133, "Flammability Test for Seating Furniture in Public Occupancies."

All furnishings in public areas shall comply with California Bureau of Home Furnishings, Technical Bulletin 133, "Flammability Test for Seating Furniture in Public Occupancies."

Los Angeles County Fire

142. **Fire Flow Requirements**

I. INTRODUCTION

A. Purpose: To provide Department standards for fire flow, hydrant spacing and specifications.

B. Scope: Informational to the general public and instructional to all individuals, companies, or corporations involved in the subdivision of land, construction of buildings, or alterations and/or installation of fire protection water systems and hydrants.

C. Author: The Deputy Chief of the Prevention Services Bureau through the Assistant Fire Chief (Fire Marshal) of the Fire Prevention Division is responsible for the origin and maintenance of this regulation.

D. Definitions:

1. GPM – gallons per minute

2. psi – pounds per square inch

3. Detached condominiums – single detached dwelling units on land owned in common

4. Multiple family dwellings – three or more dwelling units attached

II. RESPONSIBILITY

A. Land Development Unit

1. The Department's Land Development Unit shall review all subdivisions of land and apply fire flow and hydrant spacing requirements in accordance with this regulation and the present zoning of the subdivision or allowed land use as approved by the County's Regional Planning Commission or city planning department.

B. Fire Prevention Engineering Section

1. The Department's Fire Prevention Engineering Section shall review building plans and apply fire flow and hydrant spacing requirements in accordance with this regulation.

III. POLICY

A. The procedures, standards, and policies contained herein are provided to ensure the adequacy of, and access to, fire protection water and shall be enforced by all Department personnel.

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IV. PROCEDURES

A. Land development: fire flow, duration of flow, and hydrant spacing

The following requirements apply to land development issues such as: tract and parcel maps, conditional use permits, zone changes, lot line adjustments, planned unit developments, etc.

1. Residential

Fire Zones 3

Very High Fire Hazard Severity Zone (VHFHSZ)

		Fire Flow	Duration of Flow	Public Hydrant Spacing
a.	Single family dwelling and detached condominiums (1 – 4 Units) (Under 5,000 square feet)	1,250 GPM	2 hrs.	600 ft.
b.	Detached condominium (5 or more units)	1,500 GPM	2 hrs.	300 ft.
c.	Two family dwellings	1,500 GPM	2 hrs.	600 ft.

NOTE: FOR SINGLE FAMILY DWELLINGS OVER 5,000 SQUARE FEET. SEE, TABLE 1 FOR FIRE FLOW REQUIREMENTS PER BUILDING SIZE.

2. Multiple family dwellings, hotels, high rise, commercial, industrial, etc.

a. Due to the undetermined building designs for new land development projects ***(undeveloped land)***, the required fire flow shall be: 5,000 GPM 5 hrs. 300 ft.

NOTE: REDUCTION IN FIRE FLOW IN ACCORDANCE WITH TABLE 1.

b. Land development projects consisting of lots having existing

structures shall be in compliance with Table 1 (fire flow per building size). This standard applies to multiple family dwellings, hotels, high rise, commercial, industrial, etc.

NOTE: FIRE FLOWS PRECEDING ARE MEASURED AT 20 POUNDS PER SQUARE INCH RESIDUAL PRESSURE.

B. Building plans

The Department's Fire Prevention Engineering Section shall review building plans and apply fire flow requirements and hydrant spacing in accordance with the following:

1. Residential

Building Occupancy Classification

a. Single family dwellings - Fire Zone 3 (Less than 5,000 square feet)

	Fire Flow	**Duration of Flow**	**Public Hydrant Spacing**
On a lot of one acre or more	750 GPM	2 hrs.	600 ft.
On a lot less than one acre	1,250 GPM	2 hrs.	600 ft.

b. Single family dwellings – VHFHSZ (Less than 5,000 square feet)

On a lot of one acre or more	1,000 GPM	2 hrs.	600 ft.
On a lot less than one acre	1,250 GPM	2 hrs.	600 ft.

NOTE: FOR SINGLE FAMILY DWELLINGS GREATER THAN 5,000 SQUARE FEET IN AREA SEE TABLE

	Fire Flow	Duration of Flow	Public Hydrant Spacing
c. Two family dwellings – VHFHSZ (Less than 5,000 square feet)			
Duplexes	1,500 GPM	2 hrs.	600 ft.
2. Mobile Home Park			
a. Recreation Buildings	Refer to Table 1 for fire flow according to building size.		
b. Mobile Home Park	1,250 GPM	2 hrs.	600 ft.

3. Multiple residential, apartments, single family residences (greater than 5,000 square feet), private schools, hotels, high rise, commercial, industrial, etc. (R-1, E, B, A, I, H, F, M, S) (see Table 1).

C. Public fire hydrant requirements

1. Fire hydrants shall be required at intersections and along access ways as spacing requirements dictate

2. Spacing

a. Cul-de-sac
When cul-de-sac depth exceeds 450' (residential) or

200' (commercial), hydrants shall be required at mid-block. Additional hydrants will be required if hydrant spacing exceeds specified distances.

b. Single family dwellings
Fire hydrant spacing of 600 feet

NOTE: The following guidelines shall be used in meeting single family dwellings hydrant spacing requirements:

(1) Urban properties (more than one unit per acre):

No portion of lot frontage should be more than 450' via vehicular access from a public hydrant.

(2) Non-Urban Properties (less than one unit per acre):

No portion of a structure should be placed on a lot where it exceeds 750' via vehicular access from a properly spaced public hydrant that meets the required fire flow.

c. All occupancies
Other than single family dwellings, such as commercial, industrial, multi-family dwellings, private schools, institutions, detached condominiums (five or more units), etc.

Fire hydrant spacing shall be 300 feet.

NOTE: The following guidelines shall be used in meeting the hydrant spacing requirements.

(1) No portion of lot frontage shall be more than 200 feet via vehicular access from a public hydrant.

(2) No portion of a building should exceed 400 feet via vehicular access from a properly spaced public hydrant.

d. Supplemental fire protection
When a structure cannot meet the required public hydrant spacing distances, supplemental fire protection shall be required.

NOTE: Supplemental fire protection is not limited to the installation of on-site fire hydrants; it may include automatic extinguishing systems.

3. Hydrant location requirements - both sides of a street

Hydrants shall be required on both sides of the street whenever:

a. Streets having raised median center dividers that make access to hydrants difficult, causes time delay, and/or creates undue hazard.
b. For situations other than those listed in "a" above, the Department's inspector's judgment shall be used. The following items shall be considered when determining hydrant locations:
   (1) Excessive traffic loads, major arterial route, in which traffic would be difficult to detour.

(2) Lack of adjacent parallel public streets in which traffic could be redirected (e.g., Pacific Coast Highway).

(3) Past practices in the area.

(4) Possibility of future development in the area.

(5) Type of development (i.e., flag-lot units, large apartment or condo complex, etc.).

(6) Accessibility to existing hydrants

(7) Possibility of the existing street having a raised median center divider in the near future.

D. On-Site Hydrant Requirements

1. When any portion of a proposed structure exceeds (via vehicular access) the allowable distances from a public hydrant and on-site hydrants are required, the following spacing requirements shall be met:

   a. Spacing distance between on-site hydrants shall be 300 to 600 feet.
      (1) Design features shall assist in allowing distance modifications.

   b. Factors considered when allowing distance modifications.
      (1) Only sprinklered buildings qualify for the maximum spacing of 600 feet.

      (2) For non-sprinklered buildings, consideration should be given to fire protection, access doors, outside storage, etc. Distance between hydrants should not exceed 400 feet.

2. Fire flow

   a. All on-site fire hydrants shall flow a minimum of 1,250 gallons per minute at 20 psi for a duration of two hours. If more than one on-site fire hydrant is required, the on-site fire flow shall be at least 2,500 gallons per minute at 20 psi, flowing from two hydrants simultaneously. On site flow may be greater depending upon the size of the structure and the distance from public hydrants.

NOTE: ONE OF THE TWO HYDRANTS TESTED SHALL BE THE FARTHEST FROM THE PUBLIC WATER SOURCE.

3. Distance from structures

All on-site hydrants shall be installed a minimum of 25 feet from a structure or protected by a two-hour firewall.

4. Shut-off valves

All on-site hydrants shall be equipped with a shut-off (gate) valve, which shall be located as follows:

a. Minimum distance to the hydrant 10 feet.
b. Maximum distance from the hydrant 25 feet

5. Inspection of new installations

All new on-site hydrants and underground installations are subject to inspection of the following items by a representative of the Department:

a. Piping materials and the bracing and support thereof.
b. A hydrostatic test of 200 psi for two hours.
c. Adequate flushing of the installation.
d. Flow test to satisfy required fire flow.
   (1) Hydrants shall be painted with two coats of red primer and one coat of red paint, with the exception of the stem and threads, prior to flow test and acceptance of the system.

6. Maintenance

It shall be the responsibility of the property management company, the homeowners association, or the property owner to maintain on-site hydrants.

a. Hydrants shall be painted with two coats of red primer and one coat of red, with the exception of the stem and threads, prior to flow test and acceptance of the system.
b. No barricades, walls, fences, landscaping, etc., shall be installed or planted within three feet of a fire hydrant.

E. Public Hydrant Flow Procedure

The minimum acceptable flow from any existing public hydrant shall be 1,000

GPM unless the required fire flow is less. Hydrants used to satisfy fire flow requirements will be determined by the following items:

1. Only hydrants that meet spacing requirements are acceptable for meeting fire flow requirements.

2. In order to meet the required fire flow:

   a. Flow closest hydrant and calculate to determine flow at 20 pounds per square inch residual pressure. If the calculated flow does not meet the fire flow requirement, the next closest hydrant shall be flowed simultaneously with the first hydrant, providing it meets the spacing requirement, etc.

   b. If more than one hydrant is to be flowed in order to meet the required fire flow, the number of hydrants shall be flowed as follows:

One hydrant	1,250 GPM and below
Two hydrants	1,251– 3,500 GPM flowing simultaneously
Three hydrants	3,501– 5,000 GPM flowing simultaneously

F. Hydrant Upgrade Policy

1. Existing single outlet 2 1/2" inch hydrants shall be upgraded to a double outlet 6" x 4" x 2 1/2" hydrant when the required fire flow exceeds 1,250

   GPM.

2. An upgrade of the fire hydrant will not be required if the required fire

   flow is between the minimum requirement of 750 gallons per minute, up to and including 1,250 gallons per minute, and the existing public water system will provide the required fire flow through an existing wharf fire hydrant.

3. All new required fire hydrant installations shall be approved

   6" x 4" x 2 1/2" fire hydrants.

4. When water main improvements are required to meet GPM flow, and the existing water main has single outlet 2 1/2" fire hydrant(s), then a hydrant(s) upgrade will be required. This upgrade shall apply regardless of flow requirements.

5. The owner-developer shall be responsible for making the necessary arrangements with the local water purveyor for the installation of all public facilities.

6. Approved fire hydrant barricades shall be installed if curbs are not provided (see Figures 1, 2, and 3 following on pages 11 and 12).

G. Hydrant Specifications

All required public and on-site fire hydrants shall be installed to the following specifications prior to flow test and acceptance of the system.

1. Hydrants shall be:

   a. Installed so that the center line of the lowest outlet is between 14 and 24 inches above finished grade

   b. Installed so that the front of the riser is between 12 and 24 inches behind the curb face

   c. Installed with outlets facing the curb at a 45-degree angle to the curb line if there are double outlet hydrants

   d. Similar to the type of construction which conforms to current A.W.W.A. Standards

   e. Provided with three-foot unobstructed clearance on all sides.

   f. Provided with approved plastic caps

   g. Painted with two coats of red primer and one coat of traffic signal yellow for public hydrants and one coat of red for on-site hydrants, with the exception of the stems and threads

2. Underground shut-off valves are to be located:

   a. A minimum distance of 10 feet from the hydrant

   b. A maximum distance of 25 feet from the hydrant

   Exception: Location can be less than 10 feet when the water main is already installed and the 10-foot minimum distance cannot be satisfied.

3. All new water mains, laterals, gate valves, buries, and riser shall be a minimum of six inches inside diameter.

4. When sidewalks are contiguous with a curb and are five feet wide or less, fire hydrants shall be placed immediately behind the

sidewalk. Under no circumstances shall hydrants be more than six feet from a curb line.

5. The owner-developer shall be responsible for making the necessary arrangements with the local water purveyor for the installation of all public facilities.

6. Approved fire hydrant barricades shall be installed if curbs are not provided (see Figures 1, 2, and 3 following on pages 11 and 12).

Barricade/Clearance Details

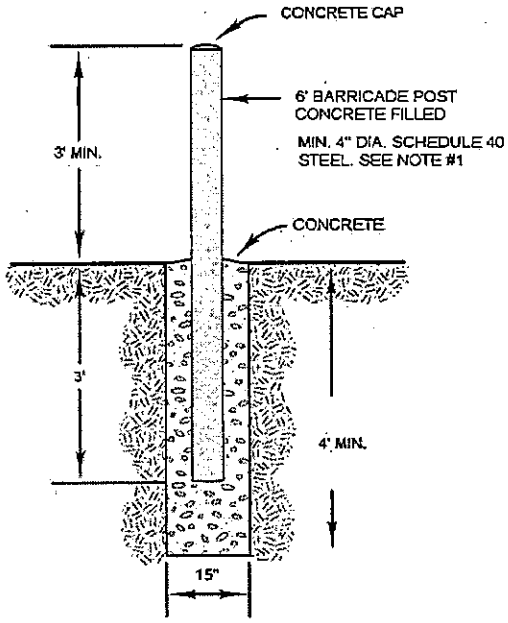


Figure 1

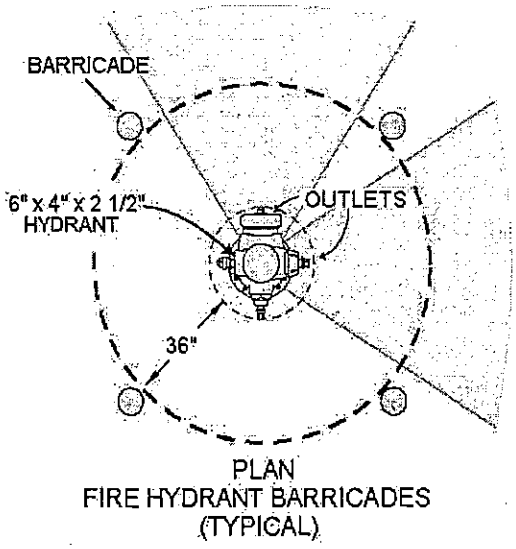


Figure 2

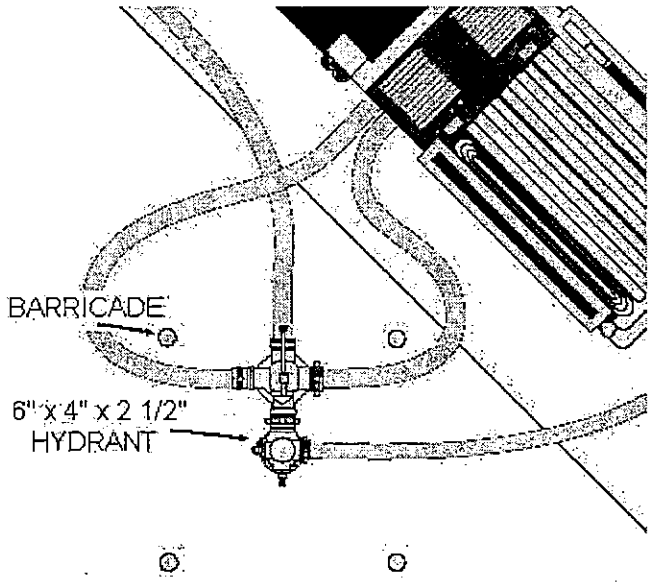


Figure 3

Notes:

1. Constructed of steel not less than four inches in diameter, six inches if heavy truck traffic is anticipated, schedule 40 steel and concrete filled.

2. Posts shall be set not less than three feet deep in a concrete footing of not less than 15 inches in diameter, with the top of the posts not less than three feet above ground and not less than three feet from the hydrant

3. Posts, fences, vehicles, growth, trash storage and other materials or things shall not be placed or kept near fire hydrants in a manner that would prevent fire hydrants from being immediately discernible.

4. If hydrant is to be barricaded, no barricade shall be constructed in front of the hydrant outlets (Figure 2, shaded area).

5. The exact location of barricades may be changed by the field inspector during a field inspection.

6. The steel pipe above ground shall be painted a minimum of two field coats of primer.

7. Two finish coats of "traffic signal yellow" shall be used for fire hydrant barricades.

8. Figure 3 shows hydrant hook up during fireground operations. Notice apparatus (hydra-assist-valve) connected to hydrant and the required area. Figure 3 shows the importance of not constructing barricades or other obstructions in front of hydrant outlets.

H. Private fire protection systems for rural commercial and industrial development

Where the standards of this regulation cannot be met for industrial and commercial developments in rural areas, alternate proposals which meet NFPA Standard 1142 may be submitted to the Fire Marshal for review. Such proposals shall also be subject to the following:

1. The structure is beyond 3,000 feet of any existing, adequately-sized water system.

    a. Structures within 3,000 feet of an existing, adequately-sized water system, but beyond a water purveyor service area, will be reviewed on an individual basis.

2. The structure is in an area designated by the County of Los Angeles' General Plan as rural non-urban.

I. Blue reflective hydrant markers replacement policy

1. Purpose: To provide information regarding the replacement of blue reflective hydrant markers, following street construction or repair work.

    a. Fire station personnel shall inform Department of Public Works Road Construction Inspectors of the importance of the blue reflective hydrant markers, and encourage them to enforce their Department permit requirement, that streets and roads be returned to their original condition, following construction or repair work.

    b. When street construction or repair work occurs within this Department's jurisdiction, the nearest Department of Public Works Permit Office shall be contacted. The location can be found by searching for the jurisdiction office in the "County of Los Angeles Telephone Directory" under "Department of Public Works Road Maintenance Division." The importance of the blue reflective hydrant markers should be explained, and the requirement encouraged that the street be returned to its original condition, by replacing the hydrant markers.

TABLE 1 *

BUILDING SIZE (First floor area)		Fire Flow *(1) (2) 1,000 GPM	Duration 2 hrs.	Hydrant Spacing
Under 3,000	sq. ft. sq. ft. sq. ft.			300 ft.
3,000 to 4,999	sq. ft. sq. ft.	1,250 GPM	2 hrs.	300 ft.
5,000 to 7,999		1,500 GPM	2 hrs.	300 ft.
15,000 to 19,999	sq. ft. sq. ft. sq. ft.	3,000 GPM	3 hrs.	300 ft.
20,000 to 24,999	sq. ft. sq. ft.	3,500 GPM	3 hrs.	300 ft.
25,000 to 29,999		4,000 GPM	4 hrs.	300 ft.

* See applicable footnotes below:

(FIRE FLOWS MEASURED AT 20 POUNDS PER SQUARE INCH RESIDUAL PRESSURE)

(1) Conditions requiring additional fire flow.

a. Each story above ground level - add 500 GPM per story.

b. Any exposure within 50 feet - add a total of 500 GPM.

c. Any high-rise building (as determined by the jurisdictional building code) the fire flow shall be a minimum of 3,500 GPM for 3 hours at 20 psi.

d. Any flow may be increased up to 1,000 GPM for a hazardous occupancy.

(2) Reductions in fire flow shall be cumulative for type of construction and a fully sprinklered building. The following allowances and/or additions may be made to standard fire flow requirements:

a. A 25% reduction shall be granted for the following types of construction: Type I-F.R, Type II-F.R., Type II one-hour, Type II-N, Type III one-hour, Type III-N, Type IV, Type IV one hour, and Type V one-hour. This reduction shall be automatic and credited on all projects using these types of construction. Credit will not be given for Type V-N structures (to a minimum of 2,000 GPM available fire flow).

b. A 25% reduction shall be granted for fully sprinklered buildings (to a minimum of 2,000 GPM available fire flow).

c. When determining required fire flows for structures that total 70,000 square feet or greater, such flows shall not be reduced below 3,500 GPM at 20 psi for three hours.

EXHIBIT "E"

SMMC ARTICLE 9 (PLANNING AND ZONING)

On file with the City Clerk

EXHIBIT "F-1"

LOCAL HIRING PROGRAM FOR CONSTRUCTION

Local Hiring Policy For Construction. Developer shall implement a local hiring policy (the "**Local Hiring Policy**") for construction of the Project, consistent with the following guidelines:

1. Purpose. The purpose of the Local Hiring Policy is to facilitate the employment by Developer and its contractors at the Project of residents of the City of Santa Monica (the "**Targeted Job Applicants**"), and in particular, those residents who are "Low-Income Individuals" (defined below).

2. Definitions.

   a. "**Contract**" means a contract or other agreement for the providing of any combination of labor, materials, supplies, and equipment to the construction of the Project that will result in On-Site Jobs, directly or indirectly, either pursuant to the terms of such contract or other agreement or through one or more subcontracts.

   b. "**Contractor**" means a prime contractor, a sub-contractor, or any other entity that enters into a Contract with Developer for any portion or component of the work necessary to construct the Project (excluding architectural, design and other "soft" components of the construction of the Project).

   c. "**Low Income Individual**" means a resident of the City of Santa Monica whose household income is no greater than 80% of the Median Income.

   d. "**Median Income**" means the median income for the Los Angeles-Long Beach Primary Metropolitan Statistical Area, as published from time to time by the City in connection with its Affordable Housing Production Program pursuant to SMMC Section 9.56.

   e. "**On-Site Jobs**" means all jobs by a Contractor under a Contract for which at least fifty percent (50%) of the work hours for such job requires the employee to be at the Project site, regardless of whether such job is in the nature of an employee or an independent contractor.

3. Priority for Targeted Job Applicants. Subject to Section 6 below in this Exhibit "F-1," the Local Hiring Policy provides that the Targeted Job Applicants shall be considered for each On-Site Job in the following order of priority:

   a. First Priority: Low Income Individuals living within one mile of the Project;

b. Second Priority: Low Income Individuals living in census tracts throughout the City for which household income is no greater than 80% of the Median Income;

c. Third Priority: Low Income Individuals living in the City, other than the first priority and second priority Low Income Individuals; and

d. Fourth Priority: City residents other than the first priority, second priority, and third priority City residents.

4. Coverage. The Local Hiring Policy shall apply to all hiring for On-Site Jobs related to the construction of the Project, by Developer and its Contractors.

5. Outreach. So that Targeted Job Applicants are made aware of the availability of On-Site Jobs, Developer or its Contractors shall advertise available On-Site Jobs in the *Santa Monica Daily Press* or similar local newspaper, or similar local media and electronically on a City-sponsored website, if such a resource exists. In addition, Developer shall consult with and provide written notice to at least two first source hiring organizations, which may include but are not limited to the following:

(i) Local first source hiring programs.

(ii) Trade unions.

(iii) Apprenticeship programs at local colleges.

(iv) Santa Monica educational institutions

(v) Other non-profit organizations involved in referring eligible applicants for job opportunities

6. Hiring. Developer and its prime contractor shall consider in good faith all applications submitted by Targeted Job Applicants for On-Site Jobs, in accordance with their respective normal hiring practices. The City acknowledges that the Contractors shall determine in their respective subjective business judgment whether any particular Targeted Job Applicant is qualified to perform the On-Site Job for which such Targeted Job Applicant has applied.

7. Term. The Local Hiring Policy shall continue to apply to the construction of the Project until the final certificate of occupancy for the Project has been issued by the City.

EXHIBIT "F-2"

LOCAL HIRING PROGRAM FOR PERMANENT EMPLOYMENT

Local Hiring Policy For Permanent Employment. The Developer (if an Operator) or Commercial Operator shall implement a local hiring policy (the "**Local Hiring Policy**"), consistent with the following guidelines:

1. Purpose. The purpose of the Local Hiring Policy is to facilitate the employment by the commercial tenants of the Project of residents of the City of Santa Monica (the "**Targeted Job Applicants**"), and in particular, those residents who are "Low-Income Individuals" (defined below) by ensuring Targeted Job Applicants are aware of Project employment opportunities and have a fair opportunity to apply and compete for such jobs. The goal of this policy is local hiring.

2. Findings.

   a. Approximately 73,000-74,000 individuals work in the City. The City has a resident labor force of approximately 56,800. However, only about one-third (32.2 percent) of the City's resident labor force works at jobs located in the City, with the balance working outside of the City. Consequently, a significant portion of the City's resident and non-resident work force is required to commute long distances to find work, causing increased traffic on state highways, increased pollution, increased use of gas and other fuels and other serious environmental impacts.

   b. Due to their employment outside of the City, many residents of the City are forced to leave for work very early in the morning and return late in the evening, often leaving children and teenagers alone and unsupervised during the hours between school and the parent return from work outside the area.

   c. Absentee parents and unsupervised youth can result in increased problems for families, communities and the City as a whole, including, but not limited to, increased crime, more frequent and serious injuries, poor homework accomplishments, failing grades and increased high school dropout rates.

   d. Of the approximately 45,000 households in the City, thirty percent are defined as low-income households or lower, with eleven percent of these households defined as extremely low income and eight percent very low income. Approximately 10.5% of the City's residents are unemployed.

   e. By ensuring that Targeted Job Applicants are aware of and have a fair opportunity to compete for Project jobs, this local hiring policy will facilitate job opportunities to City residents which would expand the City's

employment base and reduce the impacts on the environment caused by long commuting times to jobs outside the area.

3. Definitions.

   a. "**Low Income Individual**" means a resident of the City of Santa Monica whose household income is no greater than 80% of the Median Income.

   b. "**Median Income**" means the median income for the Los Angeles-Long Beach Primary Metropolitan Statistical Area, as published from time to time by the City in connection with its Affordable Housing Production Program pursuant to SMMC Section 9.56.

   c. "**On-Site Jobs**" means all jobs on the Project site within the non-residential uses of greater than 1,500 gross square feet, regardless of whether such job is in the nature of an employee or an independent contractor.

   d. "**Commercial Operator**" means the operators of non-residential uses on the Project site.

4. Priority for Targeted Job Applicants. Subject to Section 6 below in this Exhibit "F-2," the Local Hiring Policy provides that the Targeted Job Applicants shall be considered for each On-Site Job in the following order of priority:

   a. First Priority: Low Income Individuals living within one mile of the Project;

   b. Second Priority: Low Income Individuals living in the City, other than the first priority Low Income Individuals; and

   c. Third Priority: City residents other than the first priority and second priority City residents.

   For purposes of this Local Hiring Policy, the employer is authorized to rely on the most recent year's income tax records (W-2) and proof of residency (e.g. driver's license, utility bill, voter registration) if voluntarily submitted by a prospective job applicant for purposes of assessing a Targeted Job Applicant's place of residence and income.

5. Coverage. The Local Hiring Policy shall apply to all hiring for On-Site Jobs. Notwithstanding the foregoing, the Local Hiring Policy shall not apply to temporary employees utilized while a permanent employee is temporarily absent or while a replacement is being actively sought for a recently-departed permanent employee. Furthermore, the Local Hiring Policy shall not preclude the re-hiring of a prior employee or the transfer of an existing employee from another location.

6. Recruitment.

a. Advanced Local Recruitment - Initial Hiring for New Business. So that Targeted Job Applicants are made aware of the availability of On-Site Jobs, at least 30 days before recruitment ("**Advanced Recruitment Period**") is opened up to general circulation for the initial hiring by a new business, Operator shall advertise available On-Site Jobs in the *Santa Monica Daily Press,* or Santa Monica Police Activity League or similar organization, or similar local media and electronically on a City-sponsored website, if such a resource exists. In addition, Developer shall consult with and provide written notice to at least two first source hiring organizations, which may include but are not limited to the following:

(i) Local first source hiring programs

(ii) Trade unions

(iii) Apprenticeship programs at local colleges

(iv) Santa Monica educational institutions

(v) Other non-profit organizations involved in referring eligible applicants for job opportunities

b. Advanced Local Recruitment - Subsequent Hiring. For subsequent employment opportunities, the Advanced Recruitment Period for Targeted Job Applicants can be reduced to at least 7 days before recruitment is opened up to general circulation. Alternatively, the Developer may also use an established list of potential Targeted Job Applicants of not more than one year old.

c. Obligations After Completion of Advanced Recruitment Period. Once these advanced local recruitment obligations have been met, Developer is not precluded from advertising regionally or nationally for employees.

7. Hiring. Developer or Commercial Operator shall consider in good faith all applications submitted by Targeted Job Applicants for On-Site Jobs in accordance with their normal practice to hire the most qualified candidate for each position and shall be make good faith efforts to hire Targeted Job Applicants when such Applicants are most qualified or equally qualified as other applicants. The City acknowledges that the Developer or Commercial Operator shall determine in their respective subjective business judgment whether any particular Targeted Job Applicant is qualified to perform the On-Site Job for which such Targeted Job Applicant has applied.

8. Proactive Outreach. Developer shall designate a "**First-Source Hiring Coordinator**" (FHC) that shall manage all aspects of the Local Hiring Policy. The FHC shall be responsible for actively seeking partnerships with local first-source hiring organizations prior to employment opportunities being available. The FHC shall also be responsible for encouraging and making available

information on first-source hiring to respective commercial tenants of the Project. The FHC shall contact new employers on the Project site to inform them of the available resources on first-source hiring. In addition to implementation of the Local Hiring Policy, the FHC can have other work duties unrelated to the Local Hiring Policy.

9. Term. The Local Hiring Policy shall apply for the life of the Project.

EXHIBIT "G"

[RESERVED]

EXHIBIT "H"

CONSTRUCTION MITIGATION PLAN

Construction Mitigation Plan.

The applicant shall prepare, implement and maintain a Construction Mitigation Plan that shall be designed to:

- Prevent material traffic impacts on the surrounding roadway network.
- Minimize parking impacts both to public parking and access to private parking to the greatest extent practicable.
- Ensure safety for both those constructing the project and the surrounding community.
- Prevent substantial truck traffic through residential neighborhoods.

The Construction Mitigation Plan shall be subject to review and approval by the following City departments: Department of Public Works; Fire; Planning and Community Development; and Police. This review will ensure that the Plan has been designed in accordance with this mitigation measure. This review shall occur prior to commencement of any construction staging for the project. The Mitigation Plan shall, at a minimum, include the following:

Ongoing Requirements Throughout the Duration of Construction

- A detailed traffic control plan for work zones shall be maintained which includes at a minimum accurate existing and proposed: parking and travel lane configurations; warning, regulatory, guide and directional signage; and area sidewalks, bicycle lanes and parking lanes. The plan shall include specific information regarding the project's construction activities that may disrupt normal pedestrian and traffic flow and the measures to address these disruptions. Such plans must be reviewed and approved by the Transportation Management Division prior to commencement of construction and implemented in accordance with this approval.
- Work within the public right-of-way shall be performed between 9:00 AM and 4:00 PM, including: dirt and demolition material hauling and construction material delivery. Work within the public right-of-way outside of these hours shall only be allowed after the issuance of an after-hours construction permit.
- Streets and equipment shall be cleaned in accordance with established PW requirements.

- Trucks shall only travel on a City approved construction route. Truck queuing/staging shall not be allowed on Santa Monica streets. Limited queuing may occur on the construction site itself.

- Materials and equipment shall be minimally visible to the public; the preferred location for materials is to be on-site, with a minimum amount of materials within a work area in the public right-of-way, subject to a current Use of Public Property Permit.

- Any requests for work before or after normal construction hours within the public right-of-way shall be subject to review and approval through the After Hours Permit process administered by the Building and Safety Division.

- Off-street parking shall be provided for construction workers. This may include the use of a remote location with shuttle transport to the site, if determined necessary by the City of Santa Monica.

Project Coordination Elements That shall Be Implemented Prior to Commencement of Construction

- The traveling public shall be advised of impending construction activities (e.g. information signs, portable message signs, media listing/notification, implementation of an approved traffic control plan).

- Any construction work requiring encroachment into public rights-of-way, detours or any other work within the public right-of-way shall require approval from the City through issuance of a Use of Public Property Permit, Excavation Permit, Sewer Permit or Oversize Load Permit, as well as any Caltrans Permits required.

- Timely notification of construction schedules shall be given to all affected agencies (e.g., Big Blue Bus, Police Department, Fire Department, Department of Public Works, and Planning and Community Development Department) and to all owners and residential and commercial tenants of property within a radius of 500 feet.

- Construction work shall be coordinated with affected agencies in advance of start of work. Approvals may take up to two weeks per each submittal.

- The Strategic Transportation Planning Division shall approve of any haul routes, for earth, concrete or construction materials and equipment hauling.

(a) Diesel Equipment Mufflers.

All diesel equipment shall be operated with closed engine doors and shall be equipped with factory-recommended mufflers.

(b) Electrically-Powered Tools.

Electrical power shall be used to run air compressors and similar power tools.

(c) Restrictions on Excavation and Foundation/Conditioning.

Pile driving, excavation, foundation- laying, and conditioning activities (the noisiest phases of construction) shall be restricted to between the hours of 10:00 AM and 3:00 PM, Monday through Friday, in accordance with Section 4.12.110(d) of the Santa Monica Municipal Code.

(d) Additional Noise Attenuation Techniques.

For all noise generating construction activity on the project site, additional noise attenuation techniques shall be employed to reduce noise levels at to 83 dB or less from 8:00 to 6:00 PM weekdays and 9:00 AM to 5:00 PM Saturdays. Per the Noise Ordinance, construction noise may exceed 83 dB if it only occurs between 10:00 AM and 3:00 PM. Such techniques may include, but are not limited to, the use of sound blankets on noise generating equipment and the construction of temporary sound barriers around the perimeter of the project construction site.

(e) Construction Sign Posting.

In accordance with Municipal Code Section 4.12.120, the project applicant shall be required to post a sign informing all workers and subcontractors of the time restrictions for construction activities. The sign shall also include the City telephone numbers where violations can be reported and complaints associated with construction noise can be submitted.

(f) ROG Control Measures.

The applicant shall ensure that architectural coatings used on the project comply with SCAQMD Rule 1113, which limits the VOC content of architectural coatings.

(g) Fugitive Dust Control Measures.

The following shall be implemented during construction to minimize fugitive dust and associated particulate emissions:

- Sufficiently water all excavated or graded material to prevent excessive amounts of dust.
- Watering shall occur at least three times daily with complete coverage, preferably at the start of the day, in the late morning and after work is done for the day.
- Cease all grading, earth moving or excavation activities during periods of high winds (i.e., greater than 20 mph measured as instantaneous wind gusts) so as to prevent excessive amounts of dust. Securely cover all material transported on and off-site to prevent excessive amounts of dust.
- Cover all soil stockpiles.
- Limit on-site vehicle speeds to 15 mph.
- Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment leaving the site each trip.
- Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.
- Sweep streets at the end of the day using SCAQMD Rule 1186 certified street sweepers or roadway washing trucks if visible soil is carried onto adjacent public paved roads (recommend water sweepers with reclaimed water).

EXHIBIT "I"

ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By and
When Recorded Mail To:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into by and between _____, a California limited liability company ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

A. The City of Santa Monica ("City") and Assignor entered into that certain Development Agreement dated _____, 2013 (the "Development Agreement"), with respect to the real property located in the City of Santa Monica, State of California more particularly described in Exhibit "A" attached hereto (the "Project Site").

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of the Development Agreement and a vesting parcel map for the Project Site (collectively, the "Project Approvals").

C. Assignor intends to sell, and Assignee intends to purchase, the Project Site.

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Project Site. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Project Site.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Development Agreement and the Project

Approvals with respect to the Project Site. Assignee hereby accepts such assignment from Assignor. 531

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Project Site.

3. Effective Date. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of Los Angeles County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Project Site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

"ASSIGNOR"

_____

a California limited liability company

"ASSIGNEE"

RECEIPT BY CITY

532

The attached ASSIGNMENT AND ASSUMPTION AGREEMENT is received by the City of Santa Monica on this ___ day of _____, _____.

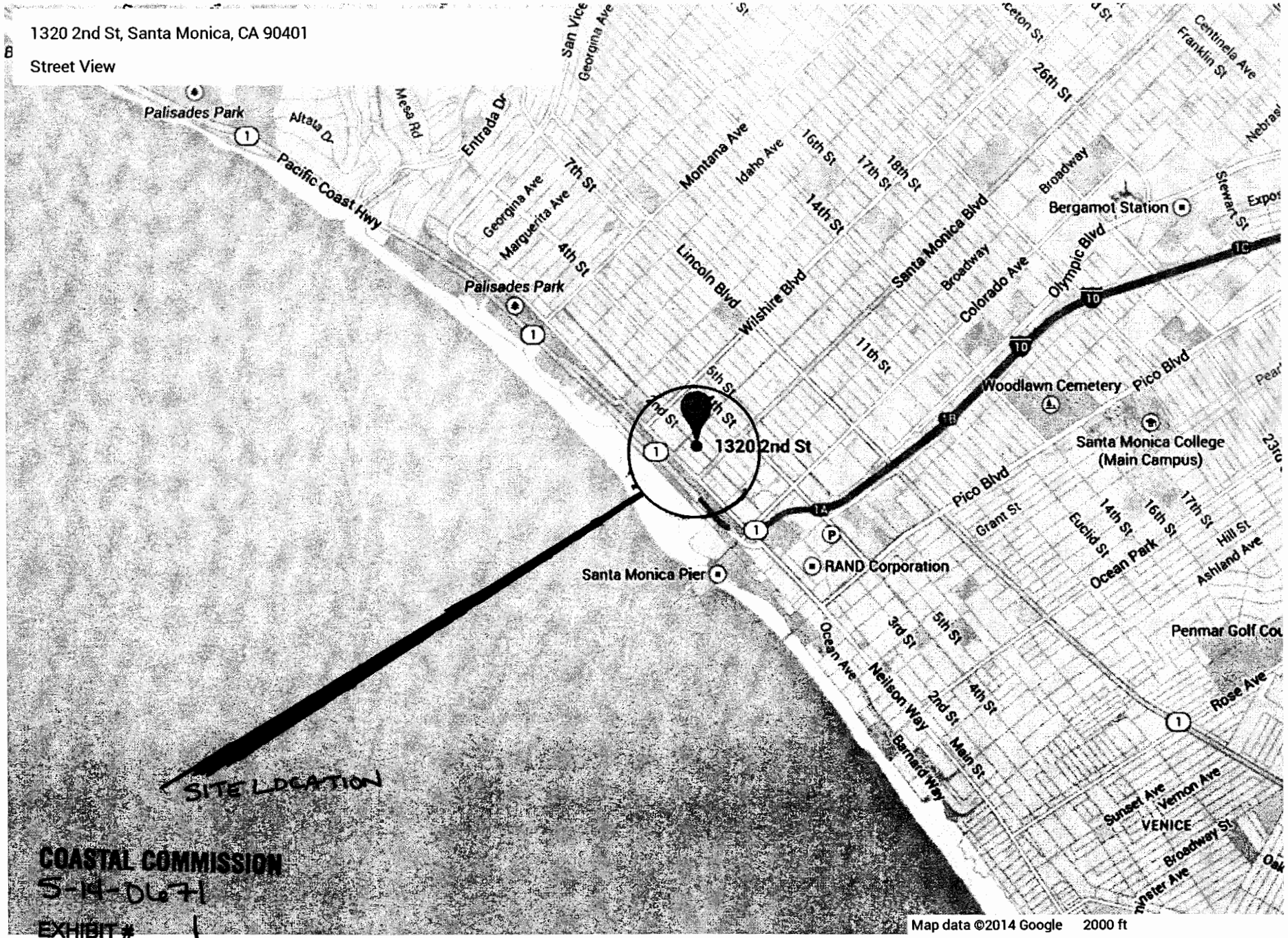
CITY OF SANTA MONICA

_____

By: _____
Planning Director

Attachment #2

EXHIBITS #1 & #2 From Staff Report For CDP No. 5-14-0671



COASTAL COMMISSION
5-14-0671
EXHIBIT # 1
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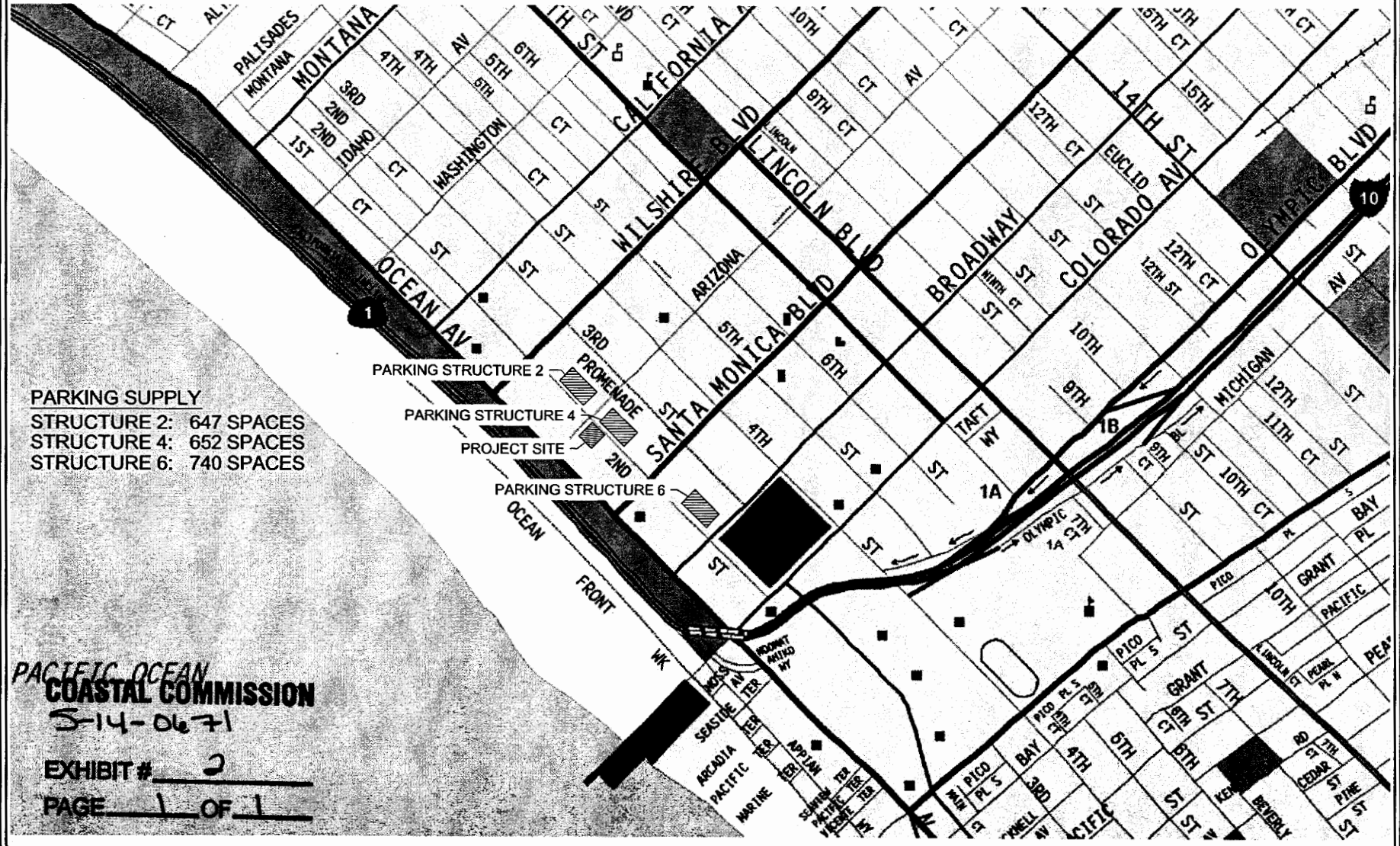

COASTAL COMMISSION
5-14-0671
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NOT TO SCALE

MAP SOURCE: RAND MCNALLY & COMPANY

FIGURE 1
VICINITY MAP

LINSCOTT, LAW & GREENSPAN, engineers

1320 SECOND STREET

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