



# Los Angeles City Planning Commission

200 North Spring Street, Room 532, City Hall, Los Angeles, CA 90012

[www.cityofla.org/PLN/index.htm](http://www.cityofla.org/PLN/index.htm)

Determination Mailing Date: NOV 02 2006

CITY COUNCIL  
Room 395, City Hall

**CASE NO.**

Location:  
Council District:  
Plan Area:  
Request(s):

**CPC 2006-7109-DA-SP-ZC**

Various  
9 J  
Central City  
Specific Plan Amendment,  
Zone Change, and  
Amendment to Amended  
and Restated Development  
Agreement

Applicant: L.A. Arena Land Company, LLC.  
and Flower Holdings, LLC.

At its meeting on October 26, 2006, the following action was taken by the City Planning Commission:

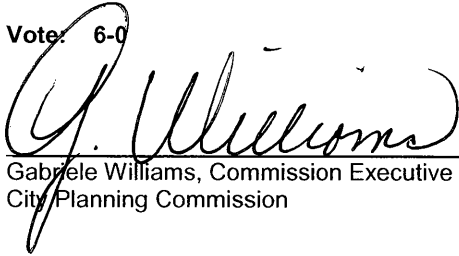
1. **Approved and Recommended** that the City Council **Adopt** the requested Specific Plan Amendments to the Los Angeles Sports and Entertainment District (LASED) Specific Plan, as modified, for the area generally bounded by Olympic Boulevard to the north, Cherry Street to the west, 11<sup>th</sup> Street to the south, and Figueroa Street to the east; the area generally bounded by 11<sup>th</sup> Street to the north, Figueroa Street to the west, Pico Boulevard to the south, and Flower Street to the east; and the area generally immediately north of Olympic Boulevard between Georgia Street and Francisco Street, as well as between Figueroa Street and Olympic Boulevard..
2. **Added** the following text to Section 12 and Section 13 of the draft Amended Specific Plan: "In connection with any requested amendment to Sections 12 or 13 of the Specific Plan, the Community Advisory Group identified in the Community Benefits Program set forth in the Development Agreement shall be provided early notification of the application filing by the Planning Department."
3. **Approved and Recommended** that the City Council **Adopt** the requested Zone Change to the Olympic North properties from the C2-4D Commercial Zone to the "LASED" Zone and amend the boundaries of the Specific Plan to include these properties.
4. **Approved and Recommended** that the City Council **Adopt** the requested Amendment to the Amended and Restated Development Agreement.
5. **Recommended** that the City Council **Adopt** an ordinance, subject to review by the City Attorney as to form and legality, authorizing the execution of the subject Amendment to the Amended and Restated Development Agreement.
6. **Adopted** the Findings contained in the Staff Recommendation Report (attached), including the related environmental finding that the Addendum prepared to ENV-2000-3577-EIR for this action is adequate environmental clearance for the subject requests.
7. **Recommended** that in the interest of time, alcohol related issues be resolved through the Planning and Land Use Management Committee.
8. **Advised** the Applicant that, pursuant to California State Public Resources Code Section 21081.6, the City shall monitor or require evidence that mitigation conditions are implemented and maintained throughout the life of the project and the City may require any necessary fees to cover the cost of such monitoring.
9. **Advised** the Applicant that pursuant to State Fish and Game Code Section 711.4, a Fish and Game Fee and / or Certificate of Fee Exemption is now required to be submitted to the County Clerk prior to or concurrent with the Environmental Notice of Determination (NOD) filing.

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

This action was taken by the following vote:

**Moved:** Usher  
**Seconded:** Kay  
**Ayes:** Cardoso, Freer, Kezios, Woo  
**Absent:** Irlando, Roschen  
**Recuse:** Hughes

Vote: 6-0



Gabriele Williams, Commission Executive Assistant II  
City Planning Commission

**Appeals:** If the Commission has disapproved the request on the Zone Change (ZC) in whole or in part, only the applicant may appeal that disapproval to the Council within 20 days after the mailing date of this determination. Any appeal not filed within the 20-day period shall not be considered by the Council. All appeals shall be filed on forms provided at the Planning Department's Public Counters at 201 N. Figueroa Street, Fourth Floor, Los Angeles, or at 6262 Van Nuys Boulevard, Suite 251, Van Nuys.

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

Attachments transmitted to City Council: Findings (Amendment to Amended and Restated Development Agreement / Specific Plan Amendment / Zone Change), Draft Amended Specific Plan, Draft Amended Development Agreement (w/ Ordinance) & Zone Change Ordinance Map

Note: Full Exhibits are available in the official case file.

c: Jeri, Burge, City Attorney's Office  
Building and Safety  
Notification List



City Hall • 200 N. Spring Street, Room • Los Angeles, CA 90012

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November 1, 2006

TO: Planning Land Use & Management Committee  
Attn: Barbara Greaves, Legislative Assistant

FROM: Gabriele Williams, Commission Executive Assistant II  
City Planning Commission

SUBJECT: **WAIVER OF APPEAL PERIOD - CITY PLAN CASE NO. 2006-7109-DA-SP-ZC**

The applicant, LA Land Arena Land Co. LLC, for the subject case, has submitted the attached document waving their rights to appeal the City Planning Commission's determination.

As such, you may proceed with scheduling the matter before your Committee.

Attachment

LA LAND ARENA LAND CO, L.L.C.

November 1, 2006

Mr. Kevin Keller  
Department of City Planning  
City of Los Angeles  
200 North Spring Street, Room 667  
Los Angeles, CA 90012

Re: CPC-2006-7109-DA-SP-ZC

Dear Mr. Keller:

L.A. Arena Land Company, LLC and Flower Holdings, LLC hereby waive their rights under Los Angeles Municipal Code Section 12.32.D.1 to appeal the City Planning Commission determination in the above-referenced matter in order to expedite the scheduling of this matter before the City Council.

We appreciate your assistance and all of your hard work on this matter.

Sincerely,



Ted Tanner  
L.A. Arena Land Company, LLC

## FINDINGS

### 1. Specific Plan Amendment and Zone Change Findings

#### A. Findings under Charter Section 556: Conformance with the General Plan

Los Angeles City Charter Section 556 and LAMC Section 12.32(C)(7) require that prior to adopting a land use ordinance, such as a specific plan amendment and zone change, the City Council make findings that the ordinance is in substantial conformance with the purposes, intent and provisions of the General Plan. The Specific Plan Amendments to the Los Angeles Sports and Entertainment District (LASED) and the zone change to add the Olympic North Subarea into the Specific Plan are in substantial conformance with the purposes, intent and provisions of the General Plan in the following respects:

#### 1. Central City Community Plan

The Specific Plan Amendments will promote the objectives, policies and goals of the Central City Community Plan and the Specific Plan by fostering the development of the LASED. Objectives 2-2, 2-3 and 2-4 and Policy 2-4.1 of the Central City Community Plan, which are set forth below, seek to promote a mixed-use, 24-hour downtown environment, including retail, dining, entertainment, night clubs, theatres and hotels that will foster the development of residential uses, business, conventions, trade shows and tourism.

**Objective 2-2** To retain the existing retail base in Central City.

**Objective 2-3** To promote land uses in Central City that will address the needs of all the visitors to Downtown for business, conventions, trade shows, and tourism.

**Objective 2-4** To encourage a mix of uses which create an active, 24-hour downtown environment for current residents and which would also foster increased tourism.

**Policy 2-4.1** Promote night life activity by encouraging restaurants, pubs, night clubs, small theaters, and other specialty uses to reinforce existing pockets of activity.

The Community Plan identifies the LASED as the program for implementing each of these objectives and policies. In addition, the purposes of the Specific Plan include providing "continued and expanded development of the site as a major entertainment/mixed use development", expanding the economic base of the City, and enhancing "the existing Convention Center and STAPLES Center development, by providing a Convention Center Hotel site". (See Specific Plan, Section 2.)

The Specific Plan Amendments are necessary to foster the development and success of the Convention Center Hotel, the Convention Center, STAPLES Center and the Los Angeles Sports and Entertainment District itself, including the "LA Live" project, in furtherance of these Community Plan and Specific Plan objectives and policies. The Specific Plan Amendments explicitly facilitate the development of the Convention Center Hotel; clubs, restaurants, shops, office uses, and cultural uses, including the proposed Grammy Museum, on the northeastern portion of the Olympic East Subarea; proposed cinemas (in lieu of health club uses) on the Olympic West Subarea; the Second Hotel on the Olympic North Subarea (in lieu of on the Figueroa South Subarea); and residential units proposed to be developed in conjunction with the Convention Center Hotel and the Second Hotel, which would provide much-needed additional downtown housing.

The influx of people staying at the hotels as well as the residents living within the LASED would result in people living, working and enjoying the recreational opportunities of the area on a 24-hour basis. In addition, the proposed restaurants, theater, cinemas, museum and shops, together with STAPLES Center and the Convention Center, will be an additional draw to bring residents throughout the Southern California region into the area. These amendments therefore are essential to further these Community Plan goals.

Approximately half of the floor area requested under the Specific Plan Amendments would serve to replace the retail, entertainment, restaurant and hotel floor area that has been transferred and converted to housing uses on the Figueroa Central Subarea. The balance of the new floor area would allow for the housing proposed in conjunction with the Convention Center Hotel and Second Hotel. In addition, with the approval of the Specific Plan Amendments, development within the Specific Plan area would have an FAR of approximately 4.8:1, which would remain well below the 6:1 FAR allowed within the entirety of the LASED, as well as below the 13:1 FAR allowed on lots within the LASED through the transfer of floor area provisions.

The Specific Plan Amendments also would further the goals of the LASED and the Central City Community Plan to improve the performance of the Convention Center and to promote the development of business, conventions, trade shows and tourism in downtown by facilitating the development of the Convention Center Hotel. In consultation with the Convention Center and Community Redevelopment Agency, the amendments would reduce the minimum room requirement for the Convention Center Hotel from 1,200 rooms to 1,000 rooms, permit an increased height from 600 feet to 660 feet, and clarify that the hotel may include residential units and locate its ballroom and banquet facilities across Georgia Street on the Olympic West Subarea.

These amendments would be consistent with the Hotel Agreement developed between the City and the Convention Center Hotel developer, including proposed amendments thereto, and their approval are a precondition to the Convention Center Hotel qualifying for the financial assistance provided by the City under that agreement. There is also a corresponding action to reduce the overall minimum hotel room requirement within the Specific Plan area from 1,400 rooms to 1,200 rooms to reflect the requested 200 room reduction in the minimum room requirement for the Convention Center Hotel. As proposed, the Specific Plan will continue to require that, at build-out, an additional hotel facility be constructed within its boundaries to provide a total of 1,200 rooms.

Based on market and feasibility studies conducted by independent consultants and hotel operators, the proposed size for the Convention Center Hotel would allow the City to successfully compete for regional, state and national meetings and conventions, increasing the number of events held in the City each year. Reducing the minimum number of required rooms, permitting the development of residential units as part of the hotel and allowing an increase in height to 660 feet to accommodate the residential development also would enhance the economic viability of the hotel.

Moreover, clarifying that the hotel's ballroom and banquet facilities may be located on the Olympic West Subarea would allow for greater interconnectedness between those Subareas of the Specific Plan, along with the proposed Convention Center expansion and the proposed cinemas, all of which may be operated together to host varying sizes and types of conventions and meetings. In addition, reducing the overall minimum hotel room requirement within the Specific Plan area by 200 rooms to reflect this same reduction in the minimum room requirement for the Convention Center Hotel is consistent with the original intent of the Specific Plan. The Specific Plan contemplated the development of a 1,200-room Convention Hotel and a second hotel of at least 200 rooms. With the approval of the Specific Plan amendments, the Convention Center

Hotel would be a minimum of 1,000 rooms, and the second hotel would still include a minimum of 200 rooms and could include up to 400 rooms or more per the Specific Plan Equivalency Matrix.

The amendments clarifying the configuration and permitted uses of the Convention Center Expansion Parcel would encourage the economic development of the Specific Plan area and would promote future Convention Center expansion, consistent with the General Plan. When the City adopted the original Specific Plan in 2001, only conceptual plans regarding the location of LASED uses had been developed, and plans had not yet been developed for the proposed Convention Center expansion on the Olympic West Subarea. Moreover, because at the time the Specific Plan was adopted, the Olympic West Subarea was not subdivided, the horizontal and vertical boundaries of the Convention Center Expansion Parcel (Development Site 1a) were not precisely defined.

With respect to the parking structure for the Olympic West Subarea, discussions at the time of the adoption of the Specific Plan included the possibility of that structure occurring entirely within Development Site 1 or also extending across the Convention Center Expansion Parcel (Development Site 1a). The Specific Plan incorporated certain protections for the Convention Center Expansion Parcel to ensure that if a parking structure were developed on that parcel, it would not interfere with potential Convention Center expansion. Moreover, Section 3.1.3.2 of the Development Agreement between the Applicant and the City authorizes the development of a parking structure on the Convention Center Expansion Parcel, but requires the Applicant to notify the City of its intent to develop the parking structure to provide the City with an opportunity to review how the parking structure will relate to potential Convention Center expansion.

In consultation with the Planning Department, Community Redevelopment Agency, and the Convention Center, the Applicant proposes to construct a subterranean and at-grade parking structure across Development Site 1 and Development Site 1b (the proposed subterranean and surface parcel below Development Site 1a), which will provide parking for LASED, STAPLES Center and Convention Center uses. The structure also will serve as the podium for future Convention Center expansion on Development Site 1a. Interim signage will also be permitted on the site.

On Development Site 1, the Applicant would construct the banquet and ballroom facilities, which will be connected to the Convention Center Hotel via an elevated pedestrian bridge over Georgia Street, and will promote synergy with future Convention Center expansion through joint-use opportunities. These clarifications and modifications to the Convention Center Expansion Parcel will allow development of the Convention Center Expansion Parcel to occur in such a way that the economic benefits to the City and region are maximized, thereby furthering the goals and purposes of the General Plan. As such, these amendments will not interfere with, and will promote, the future expansion of the Convention Center.

The Specific Plan Amendments also will facilitate the development of LA Live! and the Convention Center Hotel by clarifying allowable off-site signage, consistent with the purposes of the LASED to create a vibrant 24-hour, seven days a week mixed-used sports and entertainment district. The goal of the Specific Plan's signage provisions is to provide a lively and energetic pedestrian environment on-site, while simultaneously creating a visual identity for the LASED at a regional level. These amendments will allow for effective marketing of the Convention Center Hotel, "LA Live!", the Convention Center and Staples Center to local and out of town residents, in furtherance of this goal.

The amendments also will tailor signage provisions to the proposed development. Expanded signage opportunities would be provided in some locations, primarily on the Convention Center Hotel and facing the Central Plaza and 110 Harbor Freeway, and

reductions in signage would occur in other locations. At the time the Specific Plan was adopted, only a conceptual plan for development was available, and so the regulations regarding the types, size and locations of signage likewise did not reflect a detailed understanding of the ultimate development. Now that development plans have become more concrete, adjustments in these regulations are necessary to ensure the Specific Plan's signage goals are achieved. The amended signage regulations maintain the highest level of urban design and architectural guidelines for signage development, including transitions and gradients to create levels of higher sign intensity at critical public spaces of the entertainment district, and levels of lower sign intensity where appropriate adjacent to residential uses and neighborhoods. Adjustments are also necessary to ensure that the Convention Center Hotel has the signage rights needed to effectively market itself, along with the LASED, Staples Center, and the Convention Center.

The Specific Plan Amendments also include an amendment and corresponding Zoning Map Amendment to add the Olympic North Subarea to the Specific Plan area. Although the Olympic North Subarea is already subject to the Development Agreement that governs development in the 27 acres of sports and entertainment district analyzed by the EIR, it is not currently within the Specific Plan area. The Specific Plan currently requires a minimum of 1,400 rooms within the Specific Plan area, although the proposed amendments will reduce that requirement to 1,200 rooms, reflecting the revised minimum of 1,000 hotel rooms to be built on the Significant Hotel Parcel.

The Specific Plan originally contemplated the balance of the hotel rooms to be developed on the Figueroa South Subarea. However, in response to market demand, that parcel and the other parcels bounded by Figueroa and Flower Streets within and adjacent to the LASED are now being developed with residential and other mixed-uses. Based on market analysis and to better build off the current proposed Convention Center Hotel location, the Second Hotel now is proposed for the Olympic North Subarea. Because the Olympic North Subarea is not currently within the Specific Plan area, this amendment is necessary to further the goals of and ensure compliance with the Specific Plan's hotel room minimum requirement. This amendment also will promote the Central City Community Plan by allowing for a sufficient number of hotel rooms within the LASED and in close proximity to the Convention Center to address the needs of all the visitors to Downtown for business, conventions, trade shows, and tourism.

The Specific Plan Amendments also include certain other minor clarifications and modifications. These amendments will ensure that the Specific Plan reflects the current development proposed within the LASED, in light of changes that have occurred since the Specific Plan was adopted in 2001. For example, the amendments include updating certain text and exhibits to reflect project permit adjustments approved in connection with the approval of Project Permit Compliance Determinations and attaching the final version of the Streetscape Plan approved by the Planning Commission, and Other Minor Clarifications / Modifications.

These amendments are consistent with the purposes and intent of the Specific Plan.

## 2. General Plan Framework

The General Plan Framework, adopted in December 1996, provides current guidance on land use issues for the entire City. The Specific Plan area is located within an area designated as Downtown Center on the General Plan Framework. Land uses encouraged within the Downtown Center consist of major visitor and convention facilities, government offices, uses as recommended by the Downtown Strategic Plan, corporate and professional offices, retail commercial (including malls), offices, personal services, eating and drinking establishments, telecommunications centers, entertainment, major cultural facilities, (libraries, museums, (etc.)), commercial overnight

accommodations, mixed use structures integrating housing with commercial uses, multi-family housing (independent of commercial), major transit facilities, and inclusion of small parks and other community-oriented activity facilities. The Downtown Center is defined as “the principal government and business center of the region, with a worldwide market. It is intended to be the highest density center of the City and hub of regional transportation.” The Downtown Center is identified as a primary destination for businesspersons and travelers from around the world. In order to meet a Downtown Center goal of being maintained as the primary economic, governmental and social focal point of the region, Downtown Center development should reflect a high design standard.

The Specific Plan was developed according to the objectives and features set forth by the General Plan Framework. The Specific Plan Amendments further the objectives and features of the General Plan Framework, particularly as they relate to land use and economic development. Objective 3.11 of the General Plan Framework provides for “the continuation and expansion of government, business, cultural, entertainment, visitor-serving, housing, industries, transportation, supporting uses, and similar functions at a scale and intensity that distinguishes and uniquely identifies the Downtown Center.”

The Specific Plan Amendments would further the economic development goals of the General Plan Framework Element. An increase in the overall amount of hotel, retail, restaurant, entertainment and residential uses developed in the LASERD would stimulate additional economic activity, resulting in increased employment opportunities for local residents, increased revenue to the City and heightened use of Convention Center facilities. With the development of additional residential units, additional housing for downtown workers also would be provided. This would further the General Plan Framework Element’s Economic Development Policy 7.3.1, to maintain the downtown regional core as the preeminent center for office development in the City. The employment opportunities generated by the Specific Plan Amendments would be distributed across a wide variety of office, retail, and community-serving uses, as well as short-term construction, and would cover a broad spectrum of income levels, in accordance with the City’s goals. Moreover, as required by the adopted Development Agreement, the inclusion of a local hiring program in effect for all development within the LASERD will bring jobs to many neighborhoods surrounding the district, including South Park, Pico Union and areas to the south of the LASERD.

The amendments intended to facilitate the development of the Convention Center Hotel, the Second Hotel and Convention Center expansion will further the General Plan Framework Element’s fundamental economic development goals “to provide the physical locations and competitive financial environment necessary to attract various types of economic development to Los Angeles, and to encourage the geographic distribution of job growth in a manner supportive of the City’s overall planning objectives.” The introduction of at least 1,000 new rooms at the first-class Convention Center Hotel and up to 400 additional hotel rooms on the Olympic North Subarea would allow Los Angeles to successfully compete for regional, state and national meetings and conventions, increasing the number of events held in Los Angeles. Allowing residential units on the Significant Hotel Parcel also would make the Convention Center Hotel more economically feasible, and contribute to a 24/7 mixed-use environment. The amendments for the Convention Center Expansion Parcel would aid the development of hotel and conference facilities and conveniently located parking that will synergize with and facilitate Convention Center expansion. Amendments for signage would further incorporate the latest digital technologies, creating a greater diversity and intensity of signage types at key locations throughout the district, and further the economic development goals of the General Plan Framework by allowing for greater marketing opportunities of the LASERD, the Convention Center and STAPLES Center. The proposed signage amendments also are consistent with General Plan Framework Objective 5.8 and its supporting policies to provide “[w]ell lit exteriors fronting on the

sidewalk that provide safety and comfort commensurate with the intended nighttime use, ... and [to] encourage that signage be designed to be integrated with the architectural character of the buildings and convey a visually attractive character.” Other minor clarifications and updates to the Specific Plan also would promote the economic goals of the General Plan Framework by eliminating ambiguities that inhibit development.

### 3. Housing Element

The additional dwelling units proposed as part of the Specific Plan Amendments would help address local demand for housing in conformance with the goals and policies of the Housing Element. The City is within a major housing crisis, with supply not meeting demand. The Housing Element states that the population of the City will grow by 821,165 persons between 1993 and 2010. The amount of housing needed to accommodate citywide growth is estimated to be 60,280 dwelling units (from 1998-2005), which breaks down to an annual need of 8,037 dwelling units. Further, the City's home ownership rate at approximately 39% is far less than the nation's 66% home ownership rate. As a result, the City Council's Housing Crisis Task Force Committee suggested that the City should review the zoning code "with a view to increasing opportunities for 'for sale' residential development". The amendments propose up to 325 additional for-sale housing units within the Specific Plan area, which will help address this housing shortage in general, and within the downtown area in particular.

The amendments also will assist in aligning residential development with recent growth in population and jobs, and will further the goal of the General Plan Housing Element to provide an adequate supply of housing accessible to persons of all income levels within the Specific Plan area. Over the past several decades, the City has experienced a significant shortage in housing for persons of low and moderate income. Pursuant to the Development Agreement, for every five market-rate units constructed within the LASED, one affordable housing unit must be constructed on-site or within a three mile radius of the intersection of Figueroa and 11<sup>th</sup> Streets. Therefore, the Specific Plan Amendments will result in the creation of an estimated 65 additional affordable housing units in furtherance of the goals and policies of the Housing Element.

In addition, this increased number of residential units will improve the jobs/housing ratio in downtown Los Angeles consistent with Housing Element Objective 2.3. Locating housing in close proximity to the existing employment centers in downtown Los Angeles will allow more individuals to live near their places of work, resulting in improved quality of life, and reducing traffic and congestion. Incorporation of residential uses on the Significant Hotel Parcel is also consistent with General Plan Housing Element Objective 2.3 encouraging mixed use projects, and will also provide diversity among the residential options available to potential downtown residents consistent with General Plan Element Economic Development Objective 7.9. This diversity will complement downtown Los Angeles as a major employment center, which draws workers in many different employment sectors and across a broad spectrum of income levels.

### 4. Transportation Element

The Specific Plan Amendments are consistent with applicable objectives and policies of the Transportation Element, including Objective 3, related to supporting development in regional centers, community centers, major economic activity areas and along mixed-use boulevards as designated in the Community Plans. The LASED is a mixed-use district, designated as a regional center by the General Plan, and the amendments will promote additional development within a designated regional center. In addition, although the amendments will increase floor area within the LASED, the revised mix of uses included in the amendment includes uses with lower trip generation rates than originally proposed. As a result, the amendments will not increase vehicle trips during

the weekday am or pm peak hours and would only cause de minimus increase in trips during the Saturday evening pm peak period. Therefore, the amendments will not result in any significant transportation, parking or circulation issues not analyzed in the EIR.

#### 5. Public Recreation Plan of the Service Systems Element

Approval of the Specific Plan Amendments will permit the development of up to 325 additional dwelling units within the LASED. Through the imposition of Quimby fees and dwelling unit construction taxes on these units, the City will generate significant revenues for the development of new park and recreation facilities and improvements to existing facilities, in furtherance of the goals of the Public Recreation Plan of the Services System Element.

#### B. Findings under Charter Section 558

Los Angeles City Charter Section 558 and LAMC Section 12.32(C)(7) require that prior to adopting a land use ordinance, the City Council make findings that the ordinance conforms with public necessity, convenience, general welfare and good zoning practice. The Specific Plan Amendments and the LASED Specific Plan Zone amendment for the Olympic North Subarea conform to public necessity, convenience, general welfare and good zoning practice in the following respects:

The Specific Plan Amendments principally propose to replace floor area for hotel, entertainment, retail and restaurant uses to the Specific Plan Area, which was transferred to the Figueroa Central Subarea to facilitate the development of much-needed downtown housing, along with additional floor area to add up to 325 additional residential units on the Olympic East and Olympic North Subareas. As such, the amendments do not propose any new land uses, but rather uses that the City already has determined are appropriate for this area, are necessary to facilitate the development of a Convention Center Hotel and stimulate the success of the Convention Center, and are necessary to address the City's housing shortage.

Without the Specific Plan Amendments, the development of the project would be precluded, including that of the Convention Center Hotel; the clubs, restaurants, shops, office uses, and cultural uses, including the proposed Grammy Museum, on the northeastern portion of the Olympic East Subarea; proposed cinemas (in lieu of health club uses) on the Olympic West Subarea; the Second Hotel on the Olympic North Subarea (in lieu of on the Figueroa South Subarea); or any of the residential units proposed to be developed in conjunction with the Convention Center Hotel and the Second Hotel, which would provide much-needed additional downtown housing and are necessary to the development and financial success of those hotels.

Moreover, as conditioned, replacing the originally entitled floor area and permitting additional residential units would not result in any greater traffic, parking or other impacts to the area, would generally occur within the same development parameters permitted under the Specific Plan, and would be developed in conformance with the Specific Plan's urban design standards. In short, the amendments will allow only that development originally entitled for the Specific Plan area, plus much-needed housing that would be located in close proximity to mass transit, employment centers and community-serving uses, along with entitlements for additional office space. Therefore, replacing this commercial floor area and permitting additional housing conforms to public necessity, convenience, general welfare and good zoning practice.

The proposed amendments relating to the Convention Center Hotel also conform to public necessity, convenience, general welfare and good zoning practice. The amendments would reduce the minimum room requirement for the Convention Center Hotel from 1,200 rooms to 1,000 rooms, permit an increased height from 600 feet to 660

feet, and clarify that the hotel may include residential units and locate its ballroom and banquet facilities across Georgia Street on the Olympic West Subarea. These amendments are consistent with the goal to provide flexibility in the development of the Specific Plan area, while ensuring that environmental impacts do not exceed those analyzed in the EIR. These amendments would be consistent with the Hotel Agreement, including proposed amendments thereto, and their approval are a precondition to the Convention Center Hotel qualifying for the required financial assistance provided by the City under that agreement.

The Specific Plan established a minimum hotel room requirement for the Convention Center Hotel based on assumptions regarding the number of rooms that would be required to allow the Convention Center to compete with other major markets for conventions, trade shows and other large events. Based on market and feasibility studies conducted by independent consultants and hotel operators, the proposed size for the Convention Center Hotel would allow the City to successfully compete for regional, state and national meetings and conventions, increasing the number of events held in the City each year. In addition, the reduction of the overall minimum hotel room requirement within the Specific Plan area by 200 rooms to reflect this same reduction in the minimum room requirement for the Convention Center Hotel is consistent with the original intent of the Specific Plan. The Specific Plan contemplated the development of a 1,200-room Convention Hotel and a second hotel of at least 200 rooms. With the approval of the Specific Plan amendments, the Convention Center Hotel would be a minimum of 1,000 rooms, and the required second hotel would include a minimum of 200 rooms and could include up to 400 rooms. The second hotel would be required at build-out of the Specific Plan.

Increasing the maximum height for the Convention Center Hotel from 600 feet to 660 feet also will facilitate the development of the Convention Center Hotel by allowing for larger rooms and residential units, without increasing environmental impacts. Moreover, clarifying that the Convention Center Hotel may include residential units is necessary and desirable. The Specific Plan permits residential units throughout the plan, as entitled under the Specific Plan Equivalency Matrix, with the exception of the Significant Hotel Parcel, which was originally reserved solely for a Convention Center Hotel. The proposed amendments recognize the evolution of the hotel parcel, and permit the construction of residential units on the upper floors of the hotel itself, to create a more vibrant and active district, in addition to delivering the required hotel rooms. Clarifying that the hotel's ballroom and banquet facilities may be located on the Olympic West Subarea also would allow for greater interactions between the those facilities, the proposed Convention Center expansion and the proposed cinemas, all of which may be operated together in concert to host varying sizes and types of conventions and meetings.

The amendments clarifying the boundaries of the Convention Center Expansion Parcel also will be in conformance with public necessity, general welfare, and good zoning practice. At the time the Specific Plan was adopted, the Olympic West Subarea was not subdivided, and therefore the horizontal and vertical boundaries of the Convention Center Expansion Parcel (Development Site 1a) were not precisely defined. To ensure that the site remains available for future Convention Center expansion, the Specific Plan places restrictions on the use of that parcel for non-Convention Center uses. However, these restrictions do not acknowledge that parking and other certain uses could be developed on that parcel, which would be consistent with and assist with Convention Center expansion. The amendments therefore clarify the configuration of and uses permitted on the Convention Center Expansion Parcel.

In consultation with the Planning Department, Community Redevelopment Agency, and Convention Center the Applicant proposes to construct a subterranean and at-grade parking structure across Development Site 1 and Development Site 1b (the proposed

subterranean and surface parcel below Development Site 1a), which will provide parking both for LASED and Convention Center uses. The structure also will serve as the podium for future Convention Center expansion on Development Site 1a. On Development Site 1, the Applicant would construct the banquet and ballroom facilities, which will be connected to the Convention Center Hotel via an elevated pedestrian bridge over Georgia Street, and will promote connections with future Convention Center expansion through joint-use opportunities. As such, these amendments will not interfere with, and will promote the future expansion of the Convention Center. These clarifications and changes also will allow development of the Convention Center Expansion Parcel to occur in such a way that the economic benefits to the City and region are maximized.

The Specific Plan Amendments also will facilitate the development of "LA Live!" and the Convention Center Hotel by clarifying allowable on-site signage, consistent with the purposes of the LASED to create a vibrant 24-hour, seven days a week mixed-used sports and entertainment district. The goal of the Specific Plan's signage provisions is to provide a lively and energetic pedestrian environment on-site, while simultaneously creating a visual identity for the LASED at a regional level. These amendments will allow for effective marketing of the Convention Center Hotel, LA Live!, the Convention Center and Staples Center to local and out of town residents, in furtherance of this goal.

The Specific Plan Amendments related to signage also conform to the public necessity, general welfare, and good zoning practice. The Specific Plan Amendments also will facilitate the development of LA Live! and the Convention Center Hotel by clarifying allowable on-site signage, consistent with the purposes of the LASED to create a vibrant 24-hour, seven days a week mixed-used sports and entertainment district. The goal of the Specific Plan's signage provisions is to provide a lively and energetic pedestrian environment on-site, while simultaneously creating a visual identity for the LASED at a regional level. These amendments will allow for effective marketing of the Convention Center Hotel, LA Live!, the Convention Center and Staples Center to local and out of town residents, in furtherance of this goal. A reallocation of signage locations and orientation is the primary modification, the total square footage of signage itself is reduced over the current Specific Plan.

The addition of the Olympic North Subarea into the Specific Plan area conforms to the public necessity, general welfare, and good zoning practice by fostering a unified development between that property and the existing Specific Plan area. Incorporating the Olympic North Subarea into the Specific Plan area would ensure consistent, orderly development in conformance with the development parameters and design guidelines of the Specific Plan. Moreover, it would allow the development of the Second Hotel on that parcel and satisfaction of the Specific Plan's minimum hotel room requirement. A hotel use is already permitted by right on the Olympic North Subarea, the Specific Plan would allow the transfer of any required floor area to that parcel to allow for such development. Locating the hotel on Olympic North would therefore be consistent with good zoning practice. Furthermore, locating the Second Hotel immediately across the street from the Convention Center Hotel and its ballroom and banquet facilities will promote a network of diverse hotel offerings within a walkable distance from each other and the convention center. Shared parking and amenities may also be beneficial efficiencies.

The proposed amendments also conform to good zoning practice in that they clarify and make certain other design elements of the Specific Plan, conform the Specific Plan to previously approved project permit adjustments, and incorporate documents which have been adopted or amended since the adoption of the Specific Plan itself. These amendments are consistent with public necessity and convenience and good zoning practice in that they reflect the original intent of the City in its adoption of the Specific Plan.

## 2. Development Agreement Amendment Findings

- A. State Government Code Section 65868 authorizes the amendment of a previously approved development agreement.
- B. The City of Los Angeles has adopted rules and regulations establishing procedures and requirements for consideration of development agreements under Citywide Development Agreement Procedures (CF 85-2313-S3)
- C. The Development Agreement between the City of Los Angeles, L.A. Arena Land Company, Inc., and Flower Holdings, LLC was entered into on December 11, 2001 and recorded on December 18, 2001 in the Official Records of Los Angeles County, California as Instrument No. 01-2421128.
- D. The City of Los Angeles, L.A. Arena Land Company, Inc., and Flower Holdings, LLC entered into an Amendment to Development Agreement dated December 10, 2003 and recorded on January 14, 2004 in the Official Records of Los Angeles County, California as Instrument No. 04-0100217. This amendment clarified the provisions regarding the timing of construction of affordable housing.
- E. The City of Los Angeles, L.A. Arena Land Company, Inc., Flower Holdings, LLC, FIDM Residential, Inc., and Figueroa South Land, LLC entered into an Amended and Restated Development Agreement dated December 14, 2005 and recorded on December 19, 2005 in the Official Records of Los Angeles County, California as Instrument No. 05-3119740. This amendment clarified the rights and obligations of the project developer and its successors and transferees, as well as defined a process for determining satisfaction of the affordable housing and childcare requirements.
- F. L.A. Arena Land Company, Inc., and Flower Holdings (collectively, the "Applicant") requested that the City consider amending the Development Agreement in accordance with the Second Amended and Restated Development Agreement. The amendment process was initiated by the Applicant, and all proceedings have been taken in accordance with the City's adopted procedures.
- G. The Amended Agreement complies with all applicable City and State regulations governing development agreements.
- H. Pursuant to Section 65867.5 of the Government Code, the Amended Agreement is consistent with the objectives, policies and programs specified in the City of Los Angeles General Plan, including the Central City Community Plan and the Los Angeles Sports and Entertainment District Specific Plan. The Amended Agreement is consistent with the General Plan and Specific Plan in that it brings the Development Agreement into consistency with the proposed amendments to the Specific Plan, including additional floor area, clarifications to facilitate the development of the Convention Center Hotel and Convention Center expansion and incorporation of property covered under the Development Agreement into the Specific Plan area. Through the Amended Agreement, both the mix of uses originally contemplated under the Specific Plan, which are necessary to foster the development and success of the Convention Hotel, the Convention Center and the Los Angeles Sports and Entertainment District, as well as much-needed additional housing can be built. Moreover, the Amended Agreement provides necessary clarifications, consistent with the amendments to the Specific Plan, related to the development of the Convention Center Hotel and Convention Center expansion, to facilitate the development of each. The Amended Agreement therefore furthers the objectives of the Central City Community Plan and Specific Plan relating to the development of mixed uses by bringing the

Development Agreement into conformance with the requested amendments to the Specific Plan. The Amended Agreement also includes certain other minor clarifications to further define the obligations of transferees and the rights of lenders to developers, which will further reduce uncertainty and promote development. The Amended Agreement leaves unchanged and preserves the obligations and public requirements, including the Community Benefits Agreement, under the Development Agreement.

- I. The Amended Agreement will not be detrimental to the public health, safety and general welfare. Approval of the Amended Agreement brings the Development Agreement into consistency with the amendments to the Specific Plan. In addition, the Amended Agreement will not modify those provisions of the Development Agreement which specifically permit application to the Project of rules and regulations under City Municipal Code Section 98.0605 and 98.0606 relating to public health and safety. The Amended Agreement will promote the goals and policies of the General Plan and Specific Plan, by facilitating development of a downtown district providing a rich variety of hotel, retail, restaurant and entertainment options, as well as providing needed housing in close proximity to a variety of jobs. In so doing, the Amended Agreement will allow for the development of a mixed-use sports and entertainment district originally approved for the Specific Plan, plus additional, much-needed housing, without resulting in any new significant environmental impacts. The Amended Agreement will also contribute to the success of the Convention Center and Convention Center Hotel, thus promoting the public health, safety and general welfare. The Amended Agreement leaves unchanged and preserves the obligations and public requirements, including the Community Benefits Agreement, under the Development Agreement.
- J. The Amended Agreement will promote the orderly development of the subject property in accordance with good land use practice. The Amended Agreement brings the Development Agreement into conformance with the related modifications to the Specific Plan sought concurrently. These amendments will promote the development of the mixed-use, 24/7 sports and entertainment district originally contemplated under the Specific Plan, including a Convention Center Hotel, which are necessary to the success of the Convention Center. The amendments will ensure that the originally conceived project can be built as proposed, with additional housing, which will assist in meeting the housing demand in the downtown area. By further defining obligations of transferees and rights of lenders, the Amended Agreement also will facilitate development. The Amended Agreement will thus promote the orderly development of the Project in accordance with good land use practice.
- K. The Amended Agreement is necessary to strengthen the public planning process and to reduce the costs of development uncertainty. By further defining obligations of transferees and rights of lenders, the Amended Agreement will provide greater certainty to project developers and facilitate the transfer and financing of the properties subject to the Amended Agreement, thereby spurring development.
- L. The Amended Agreement is consistent with the conditions of previous discretionary approvals for the subject development, as well as with concurrently requested approvals.
- M. Based upon the above findings, the Amended Agreement is deemed consistent with public necessity, convenience, general welfare and good zoning practice.

### 3. Statement of Environmental Effects and Findings

#### A. Land use

##### 1. Approved Project Impacts

The Approved Project would develop the individual Subareas of the LASED, with the exception of the Figueroa South Subarea with floor area ratios (FARs) between 0.82 and 6.0, which are within the maximum 6.0 FAR allowed by the Los Angeles Municipal Code (LAMC). The Approved Project, as analyzed in the Final EIR and subsequent environmental documentation, would be consistent with the goals and policies set forth in the City of Los Angeles General Plan and with the majority of surrounding land uses. Overall, the Approved Project is within the allowable densities, building heights and all other development standards regulated by the LAMC and/or the Central City Community Plan and thus, no significant impacts related to Approved Project consistency with the Central City Community Plan or the LAMC would occur. The Approved Project also would be compatible with the majority of surrounding land uses and would not result in any significant land use compatibility impacts.

##### 2. Revised Project Impacts

Under the Revised Project, the maximum amount of permitted development within the LASED Specific Plan area would increase from 3,750,000 square feet to 5,147,000 square feet. As demonstrated throughout the Addendum, this increased level of development does not result in any new significant impacts or in a substantial increase of previously identified significant impacts. The Revised Project also would modify the land use mix within the Olympic Properties (i.e., Olympic West, Olympic East and Olympic North Subareas) and the Figueroa North Subarea, while no changes are proposed to occur within the Figueroa Central and Figueroa South Subareas. The proposed changes within the Olympic Properties are generally described as follows: (1) Olympic West – adding a cinema in lieu of health club uses and relocating the Convention Hotel ballroom/support facilities from the Olympic East Subarea to the Olympic West Subarea; (2) Olympic East – overall increases in retail/entertainment/restaurant, office and residential development; as well as a decrease in the amount of hotel development (i.e., both square footage and room count); and (3) Olympic North – developing hotel and residential uses in lieu of office development. As these changes reflect a continuation of the types and general quantities of development already anticipated to occur within the LASED, these changes unto themselves do not result in any land use impacts.

The Revised Project on an individual Subarea basis in these locations would result in FARs between 1.90 and 7.77. The FAR within the Olympic North Subarea would increase from a FAR of 2.18 to 7.77. The Central City Community Plan permits a FAR of up to 13:1 within the LASED Specific Plan area pursuant to the Specific Plan's transfer of floor area provisions. The Revised Project is consistent with applicable density standards per the provisions of the Central City Community Plan since the overall FAR for the LASED Specific Plan area under the Revised Project would be 4.72. With the adoption of the proposed Specific Plan Amendment, the FAR for the Olympic North Subarea would be consistent with that allowed under the Specific Plan. Thus, as is the case with the Approved Project, the Revised Project would result in a less than significant impact with respect to this issue.

The Revised Project does not meet the existing Specific Plan requirement regarding developing a minimum of 1,200 hotel rooms within the Significant Hotel Parcel. As such, the requested Specific Plan Amendment includes a modification to reduce this requirement to 1,000 hotel rooms, although up to 1,080 hotel rooms may be

developed on this site under the Revised Project. As modified as recommended by Staff, the proposed amendment to the Specific Plan will reduce the Specific Plan's overall minimum hotel room requirement from 1,400 rooms to 1,200 rooms to reflect the 200 room reduction for the Convention Hotel. As these changes are limited to regulatory provisions of the LASED Specific Plan, the implementation of these proposed reductions in hotel development within the Olympic East Subarea and the Specific Plan in general would not result in any physical changes that would result in new significant impacts or in a substantial worsening of a previously identified significant impact. In addition, the addition of the Olympic North Subarea into the Specific Plan area does not raise any environmental issues that have not already been analyzed, as the Olympic North property was included in the original EIR, although the Addendum does analyze the proposed land use changes within the Olympic North Subarea.

The Revised Project also includes modifications to the signage program set forth in Section 16 of the LASED Specific Plan. These modifications generally redistribute location where signage can occur and result in more permissive on-site signage. As the overall amount of permitted signage would not increase (overall signage will decrease under the proposed amendments), this aspect of the Revised Project would not result in a new significant land use impact.

The proposed Specific Plan amendment also includes the establishment of an airspace parcel, Development Site 1B, within the Olympic West Subarea. The creation of the airspace parcel only involves the subdivision of land which does not result in any environmental impacts. As such, no further analysis of this component of the proposed Specific Plan Amendment is required.

The August 10, 2005 Addendum addressed a proposed a boundary line adjustment between Development Site 1 and Development Site 1a (Convention Center Expansion Parcel) to accommodate hotel banquet and meeting facilities, parking and other anticipated support uses for the Convention Center Hotel on Development Site 1. As the boundary line adjustment does not affect the amount of development nor any of the other development standards set forth in the LASED Specific Plan, this boundary line adjustment has no material environmental impacts, and thus, the slight shifting of the boundary line would result in a less than significant land use impact.

As part of the proposed Specific Plan amendment, the maximum height of the hotel tower would be increased from 600 feet to 660 feet, while the location of the hotel tower would remain the same. Based on the analysis presented in the August 10, 2005 Addendum, increasing the allowable tower height to 660 feet within the tower footprint proposed within the northwest corner of the Olympic East Subarea would not create any new significant impacts or substantially worsen a previously identified significant impact. Potential environmental impacts related to land use compatibility and aesthetics are addressed in the Addendum and the conclusions of these analyses are that the implementation of the proposed changes to the hotel tower would not result in any new significant impacts or in a substantial worsening of a previously identified significant impact.

Implementation of the proposed Specific Plan Amendment would also result in a land use mix and resultant environmental impacts that exceed some of the environmental thresholds set forth in Appendix D of the LASED Specific Plan. Based on the analyses presented in the Addendum, implementation of the Revised Project would not result in any new significant impacts or substantially worsen a previously identified significant impact with regard to this issue.

All other aspects of the Revised Project are consistent with the land use regulations of the LASED Specific Plan. Thus, upon approval of the proposed Specific Plan

Amendment, development under the Revised Project, as with the Approved Project, would result in less than significant impacts with regard to consistency with the LASED Specific Plan. Furthermore, the Revised Project would be consistent with the General Plan Framework's land use objectives, the Central Business District Redevelopment Plan, the Downtown Strategic Plan, the South Park Development Strategies and Design Guidelines and the Figueroa Corridor Economic Development Strategy, the Central City Community Plan, the LASED Specific Plan, and all of the other applicable land use plans and regulations, including the LAMC.

The Revised Project would also develop the same types of land uses as the Approved Project, though in a different mix, approved through the amended Specific Plan Equivalency Matrix. Since the Revised Project would not introduce land uses that were not previously anticipated as part of the Approved Project, land use compatibility impacts under the Revised Project would be the same as those that would occur under the Approved Project.

### 3. Revised Project Finding

Implementation of the Revised Project would not introduce a new significant land use impact or substantially worsen the Approved Project's land use impacts. Thus, the land use impacts of the Revised Project would be consistent with those analyzed in the Final EIR.

## B. **Aesthetics - Visual Quality**

### 1. Approved Project Impacts

During construction, the proposed temporary covered walkways along the public streets adjoining the LASED, along with other temporary construction barriers, could potentially serve as targets for graffiti and other unattractive visual features if not properly monitored. In addition, the Approved Project would alter the visual character of the LASED through the replacement of the existing surface parking lots and warehouse buildings with hotels, entertainment, retail, and residential buildings.

The Final EIR concluded that the Approved Project would reduce the existing views of STAPLES Center and the Convention Center from locations north of the LASED and that the Approved Project would result in a potential significant impact on views. Prior addenda analyzed increased tower heights from those identified in the Final EIR for portions of the Olympic East, Figueroa Central, and Figueroa South Subareas and concluded that such increases would not result in new significant impacts or substantially worsen the significant impacts identified in the Final EIR. In addition, the Final EIR concluded that although the Approved Project's signage would be consistent with applicable plans and regulations, impacts to visual quality due to the proposed signage program are significant due to the substantial signage that would be introduced as part of the Approved Project in relation to existing conditions.

### 2. Revised Project Impacts

The visual quality impact during construction of the Approved Project results from the temporary creation of a construction site (i.e., the placement of graffiti on construction barriers). While the additional construction that would occur under the Revised Project might extend the duration of on-site construction, the implementation of the Approved Project's recommended mitigation measure would reduce the Revised Project's impacts to less than significant levels, regardless of the duration of Revised Project construction.

The Revised Project would be developed in accordance with the urban design program that has been established for the LASED. As a result, Revised Project development would not increase potential visual character impacts.

As concluded in the August 2005 Addendum with regard to the Olympic East Subarea, the December 2005 Addendum with regard to the Figueroa Central Subarea, and the September 2006 Addendum with regard to the Figueroa South Subarea, the proposed height increases could potentially increase the view impacts from the locations to the north of the Project that have southerly views of STAPLES Center and the Convention Center. However, the significant impact identified in the Final EIR results from the introduction of high-rise structures in comparison to the existing conditions wherein there are no above-grade structures within the Olympic East Subarea and above-grade structures within the Figueroa Central Subarea are limited to a couple of low-rise mechanical buildings. Thus, the Revised Project constitutes an incremental, rather than a substantial, increase relative to the significant impact identified in the Final EIR. Thus, the Revised Project would not substantially increase the severity of this previously identified significant impact by increasing the building height from 600 feet to a potential maximum of 660 feet on the Olympic East Subarea, from 450 feet to a potential maximum of 494 feet within the Figueroa Central Subarea, and from 350 feet to a potential maximum of 400 feet within the Figueroa South Subarea. Additionally, the Revised Project's increased building height would result in less than significant impacts on views from other vantage points around the LASED.

The proposed changes to the approved signage program, with regard to environmental issues of concern, can be summarized as follows: (1) increasing the amount of signage within and facing the central plaza of the Olympic East Subarea and on the Convention Center Hotel, (2) increasing signage on the façades of the Olympic West Subarea fronting the Harbor Freeway (SR-110), (3) increasing signage within the Olympic North Subarea as part of the proposal to add this Subarea to the LASED Specific Plan area, and (4) more permissive sign content restrictions. The first proposed change would focus more of the signage onto the central plaza rather than on building facades that face adjacent streets and would represent only an incremental increase in impacts. The second signage change for increasing signage on the façades fronting the freeway would orient signage towards a larger population of viewers and would thus be more visible to motorists on the freeway. As restricted by the proposed amendment, this second signage change would represent an incremental increase in impacts to visual character from signage. The third signage change would increase the amount of signage within the Olympic North Subarea and would not result in a substantial increase in the severity of a previously identified significant impact as surrounding properties would already be exposed to signage. Lastly, the fourth signage change to allow more permissive sign content would not have any environmental effects since the change is limited to the content of the signage, rather than the amount or characteristics of the signage. Thus, the Revised Project would not result in a new significant impact or a substantial increase in the severity of a previously identified significant impact.

### 3. Revised Project Finding

Overall, the Revised Project would not introduce new or substantially worsen impacts regarding visual quality. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## C. **Aesthetics – Light and Glare**

### 1. Approved Project Impacts

The Approved Project would result in less than significant lighting and/or glare impacts during construction because construction materials and equipment are not anticipated to generate glare, and construction hours would be limited to prevent construction light impacts at night.

The Approved Project would introduce new sources of nighttime illumination within the LASED associated with the hotels, retail, commercial, entertainment and residential facilities. Although Approved Project illumination would be consistent with applicable regulations and guidelines, the increase in illumination from the proposed Project would result in a significant impact to adjacent sensitive receptors. The buildings for the Approved Project would be constructed of materials with minimal potential for glare generation. Any glass or reflective surface to be used on building façades would have low-reflectivity, accompanied by a non-glare coating, or would be screened to prevent off-site glare impacts. Therefore, as determined in the Final EIR, the Approved Project would result in less than significant lighting and/or glare impacts.

### 2. Revised Project Impacts

The Revised Project would introduce the same types of nighttime illumination (i.e., commercial and residential lighting) that would occur under the Approved Project. However, as the Revised Project would result in an increase in development within the LASED Specific Plan area, the overall level of illumination would be increased. Increases in illumination under the Revised Project may also result from the additional signage proposed for the Olympic North Subarea (e.g., increased signage along the Subarea's Olympic Boulevard frontage as well as illuminated signage located on the Francisco Street frontage across from a four-story apartment building). Thus, the significant impact previously identified for the Approved Project would still occur under the Revised Project. However, the incremental increase in impact under the Revised Project would not result in a substantial increase in the severity of a previously identified significant impact.

Moreover, since the preparation of the Addendum, at staff direction, the Applicant has revised the application request to permit some portions of non-tenant identification signage containing illumination to exceed 150 feet up to a maximum of 225 feet only on the Convention Hotel facades facing the Central Plaza. Because this increase in height for illuminated signage would only occur for a portion of the signage, would only occur on the Convention Hotel facades facing the Central Plaza, and substantial nighttime illumination already is anticipated to occur from the Convention Hotel at these heights, this increase would result in only an incremental increase in a previously identified impact. As the impact associated with the Approved Project results from the substantial change between existing conditions and the Approved Project, the incremental increase in impact under the Revised Project would not result in a substantial increase in the severity of a previously identified significant impact. Further, because the Revised Project would not change the architectural design of the Approved Project, less than significant glare impacts would result from the Revised Project.

### 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts regarding light or glare. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the EIR.

**D. Aesthetics – Shade/Shadow****1. Approved Project Impacts**

Development to the maximum heights permitted under the Approved Project, as concluded in the Final EIR, would result in significant shading impacts (i.e., shading longer than three hours) to five off-site shadow-sensitive uses during the winter. These impacts would be reduced with implementation of the Project design guidelines and the recommended mitigation measure. However, a significant shading impact could occur because it may not be feasible to reduce all shading impacts to less than significant and still be consistent with the functions and uses anticipated to occur within the LASED. No off-site shadow sensitive uses were concluded to be significantly impacted by the Approved Project during the summer.

**2. Revised Project Impacts**

The Revised Project would increase the maximum building height occurring within the Olympic East Subarea, and thus would alter shadow patterns. While the increased height (i.e., from 600 feet to 660 feet, inclusive of rooftop elements) for the Convention Center Hotel would incrementally increase the length of the shadows, no new sensitive uses would be shaded by the proposed height for the Convention Center Hotel. Thus, the Revised Project would not result in a new significant impact or a substantial worsening of a previously identified significant impact.

The Revised Project would also amend the Specific Plan to reflect the previously approved increase in height for the Figueroa Central Subarea from 450 feet to 494 feet, inclusive of rooftop elements, which was previously analyzed in the December 2005 Addendum, as well as the previously approved increase in height for the Figueroa South Subarea from 350 feet to 400 feet, which was previously analyzed in the September 2006 Addendum. While some sensitive uses would be shaded by this component of the Revised Project, none would be shaded longer than three hours therefore the proposed height for the Figueroa Central Subarea would not create a new significant impact or a substantial worsening of a previously identified significant impact.

The remaining Subareas would be developed to the same heights as the Approved Project. As such, the Revised Project would not create a new significant impact or increase the severity of the previously identified significant impact.

**3. Revised Project Findings**

Overall, the Revised Project would not introduce a new significant impact or substantially worsen the previously identified significant impacts with regard to shade/shadows. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

**E. Population, Housing and Employment****1. Approved Project Impacts**

The Approved Project's population and housing impacts would be less than significant. The Approved Project's current total of 1,504 residential units (1,348 units within the Specific Plan area and 156 units on the Figueroa North

Properties) would generate approximately 4,271 residents. This population and housing growth would be within the growth projected for the Central City Community Plan area and the City of Los Angeles subregion. Although the Approved Project would constitute a notable proportion of the population and housing growth projected for the Community Plan area, such growth is indicative of the rapid growth of residential uses and associated supporting urban uses in downtown Los Angeles. The Approved Project's 1,504 residential units would further the policies of the City and SCAG by supporting the development of the downtown area as a mixed-use area and an around-the-clock urban environment and by increasing the amount of housing in the jobs rich area. Overall, the Approved Project would be consistent with regional and local growth policies. Approximately 4,355 workers would be employed during construction of the Approved Project and approximately 4,127 new jobs would be generated by the Project. While constituting a large majority of the forecasted growth, this level of employment growth would be a favorable impact on employment, and as such represents a less than significant impact.

## 2. Revised Project Impacts

The Revised Project would develop a total of 1,941 residential units, which is an increase of 437 units as compared to the currently Approved Project. The Revised Project's residential units are forecasted to generate 5,512 residents, which is an increase of 1,241 residents over the Approved Project. Although the Revised Project's residential population would exceed the forecasted population and housing growth for the Community Plan Area, market conditions in the downtown have changed substantially since those growth projections were developed. In addition the Revised Project would facilitate the achievement of current local and regional policies to provide housing in the downtown area and to address the job/housing balance. Thus, the Revised Project would result in beneficial population/housing impacts, which, by their very nature would be less than significant. In addition, population/housing impacts associated with the Revised Project would be less than significant as the Revised Project would not cause a substantial alteration in the location, distribution, density, or growth rate of population and housing anticipated for the area and would not conflict with the basic goals and expectations set forth in the City's or SCAG's plans.

The Revised Project's commercial development is conservatively estimated to generate approximately 5,070 jobs—an increase of 943 jobs from the Approved Project—thereby supporting the policies of the City and SCAG with regard to improving the jobs-housing ratio in the downtown area. Thus, population, housing and employment impacts associated with the Revised Project would be less than significant.

The balance of the proposed Specific Plan amendments analyzed in the addendum would have no impact upon population, housing and employment issues.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to population, housing, and employment. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## F. Drainage and Surface Water Quality

### 1. Approved Project Impacts

Construction of the Approved Project would not result in a significant change to existing hydrologic conditions. Thus, a less than significant drainage impact would occur during construction of the Approved Project. Operation of the Approved Project would also not result in a significant change to existing hydrologic conditions and would actually have a beneficial impact on runoff by increasing the amount of pervious areas through landscaping. Thus, a less than significant drainage impact would occur during operation of the Approved Project.

With implementation of Best Management Practices (BMPs) and compliance with all relevant storm water quality management programs, the Approved Project would result in less than significant impacts to surface water quality during construction. During operation, the Approved Project would also increase the amount of contaminants in stormwater runoff as a result of the proposed land uses and increase in automobile traffic. However, with implementation of BMPs, the Approved Project would not violate any water quality standards or waste discharge requirements, nor would the Project impair the beneficial uses of receiving waters. In fact, by replacing the existing surface parking lots with urban land uses, the quantity of urban contaminants in relation to existing Project uses would be reduced; this is a beneficial effect. As a result, less than significant impacts to surface water quality during Approved Project operations would occur.

## 2. Revised Project Impacts

While the total amount of development would be increased under the Revised Project, the total amount of impervious and pervious surface areas would remain unchanged. Therefore, the rate and amount of stormwater runoff would be similar, and thus, drainage impacts for the Revised Project would be the same as those identified for the Approved Project. The local storm drain infrastructure would be adequate to accommodate the increased residential and commercial uses. The Revised Project would result in less than significant impacts to drainage.

With regard to surface water quality, similar to the Approved Project, the Revised Project would implement BMPs and would comply with relevant storm water quality management programs. Surface water quality impacts during operation of the Revised Project would be identical to the Approved Project. Therefore, surface water quality impacts during construction would be less than significant.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to drainage and surface water quality. Thus, the environmental impacts of the Revised Project would be consistent with those of the Approved Project.

## G. **Air Quality**

### 1. Approved Project Impacts

Construction activities under the Approved Project would generate NO<sub>x</sub>, CO, ROC, and PM<sub>10</sub> emissions that would exceed SCAQMD regional significance thresholds for construction activities. Mitigation measures would reduce these impacts, but not to a less than significant level. As such, the Approved Project would result in significant and unavoidable impacts on regional air quality during construction. Localized construction PM<sub>10</sub> impacts on all sensitive receptors and concurrent grading/excavation fugitive dust and equipment PM<sub>10</sub> emission

impacts on sensitive receptors would both be less than significant. During operation of the Approved Project, traffic and other pollutant sources (e.g., consumption of energy) would result in regional emissions of NO<sub>x</sub>, CO, ROC, and PM<sub>10</sub> that would exceed SCAQMD regional significance thresholds. Therefore, operation of the Approved Project would result in a significant and unavoidable impact on regional air quality. Sensitive receptors in the area would not be significantly affected by localized CO emissions generated by traffic attributable to the Approved Project. Therefore, localized air quality impacts related to mobile source emissions would therefore be less than significant.

## 2. Revised Project Impacts

While the total amount of development and construction activities would be increased from the Approved Project to the Revised Project, the extent of grading/excavation to construct the Revised Project is not substantially greater than that associated with the Approved Project. As a result, the Revised Project would not substantially increase the severity of the significant and unavoidable regional construction-related air quality impact associated with the Approved Project. In addition, the Revised Project would result in a less than significant localized construction impact and would not substantially increase the localized construction impacts attributable to the Approved Project.

With respect to operations, the change in vehicle trips under the Revised Project in conjunction with the change in land use types result in a reduction in traffic-related emissions. However, the Revised Project would result in an increase in emissions related to the operation of the proposed land uses (i.e., natural gas consumption, electricity usage, etc.). Under the Revised Project the reduction in mobile source emissions is greater than the increase in stationary source emissions and as a result, total air emissions under the Revised Project are less than those set forth in the Final EIR. Therefore the Revised Project would not substantially increase the severity of the significant construction and operational impacts identified in the Final EIR.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen the previously identified significant impacts with regard to air quality. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

# H. **Transportation/Circulation – Traffic**

## 1. Approved Project Impacts

The traffic analysis included in the Final EIR concluded that 17 intersections would be significantly impacted during the weekday p.m. peak hour and 10 intersections during the Saturday evening peak hour. However, with implementation of the required mitigation measures, significant impacts would be reduced to 15 intersections during the weekday p.m. peak hour and 8 intersections during the Saturday evening peak hour. The Final EIR also concluded that a significant impact would occur at the 9<sup>th</sup> Street (James Wood Boulevard) northbound off-ramp from the SR-110 Harbor Freeway. Finally, the Final EIR concluded that significant impacts would also occur at two CMP Freeway monitoring locations along the SR-110 segment south of US-101 and along the SR-110 segment at Alpine Street. These impacts remain significant and unavoidable. The 695 transit trips during the weekday p.m. peak hour and

575 transit trips during the Saturday evening peak hour would result in less than significant impacts.

## 2. Revised Project Impacts

The Revised Project would not create new or substantially increase the severity of the temporary significant construction impact associated with the Approved Project. The changes in the maximum amount of daily construction activity for the Revised Project would not be sufficiently different to result in a substantial increase in construction traffic impacts relative to those forecasted to occur under the Approved Project.

Traffic impacts of the Revised Project, as is the case with the previously Approved Project, result from the number of vehicle trips generated by the land uses that would be developed. The Revised Project would generate a total of 2,970 p.m. peak hour trips: a total of 1,464 inbound trips (22% less than in the Final EIR); and 1,505 outbound trips (13% less than in the Final EIR). As the overall trip total for the Revised Project, as well as both of the inbound and outbound trip totals, would be less than the corresponding number of trips analyzed in the Final EIR, the Revised Project would not create any new significant traffic impacts, or substantially worsen the previously identified significant impacts in the p.m. peak hour. The Revised Project would generate a total of 4,891 trips in the Saturday Evening peak hour, or 6% less than the total of 5,181 trips identified in the Final EIR. As the overall trip total for the Revised Project, and both of the inbound and outbound trip totals, would be less than analyzed in the Final EIR, it is concluded that the Revised Project would not create any new significant traffic impacts, or substantially worsen the previously identified significant impacts, during the Saturday Evening peak hour.

The Revised Project would provide a total of 6,968 on-site parking spaces (across the six-block LASED district) as compared to the Final EIR, which anticipated providing a total of 5,305 on-site parking spaces. This is primarily a result of the increase in residential uses in the Revised Project – which in aggregate require more parking but generate proportionally far fewer trips (than commercial uses). The overall parking supply levels anticipated in the Revised Project, and the distribution within the Project site, are not substantially different from those in the Final EIR, and thus, would not lead to substantial differences in trip distribution when compared to the Approved Project.

In summary, the Revised Project would not create any new significant impacts or substantially worsen the significant traffic impacts identified in the Final EIR with regard to intersections, freeway ramps, CMP Freeway monitoring locations, transit system and residential streets.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen the significant impacts identified in the Final EIR with regard to traffic. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

### I. **Transportation/Circulation – Parking**

#### 1. Approved Project Impacts

No significant parking impacts would occur during construction or operation of the Approved Project. During the operation of the Approved Project, weekday

parking demand would be met through compliance with City parking code requirements, while any excess need for parking during peak hours on Saturdays would be met by nearby off-site parking in public and private lots.

## 2. Revised Project Impacts

The Revised Project, as with the Approved Project, would utilize nearby STAPLES Center parking lots for construction parking. Notwithstanding changes in the amounts and types of uses to be developed under the Revised Project, it is anticipated that the changes in the maximum amount of daily construction activity for the Revised Project, if they occur at all, would not be sufficiently different from those of the Approved Project to result in a substantial increase in construction parking impacts. Therefore, construction parking impacts of the Revised Project would be comparable to those of the Approved Project, and construction parking impacts would be less than significant.

The Revised Project would provide a total of 6,968 spaces on-site, and 370 spaces off-site, for a total of 7,388 spaces. This would meet the code requirement of 7,307 spaces. In comparison, the number of parking spaces would be higher for the Revised Project than that shown in the Final EIR, while the trips generated by the land uses would be lower than the Final EIR trip totals because the increase in residential land uses under the Revised Project require in aggregate more parking but generate proportionally far fewer trips than commercial uses. The Revised Project would conform to the requirements of the LAMC and parking impacts would be less than significant. Furthermore, the Revised Project would not introduce new or substantially worsen impacts with regard to parking supply. In addition, the ratio of overall parking supply between the Olympic and Figueroa Properties is very similar between that analyzed in the Final EIR and the parking supplies for the Revised Project.

With regard to parking demand, the parking need for the Revised Project would be very similar to that analyzed in the Final EIR between weekdays and Saturdays, with the peak time of demand occurring between 8:00 p.m. and 9:00 p.m. in both cases. Although the on-site visitor parking need for the Revised Project of 7,338 spaces would be 370 spaces more than the on-site supply of 6,968 spaces, this on-site shortfall would be accommodated in the 370 off-site parking spaces provided by the Revised Project. Thus, there would be no significant parking impacts on a Typical Day. For the Revised Project on a Peak Day, the total peak parking need of 10,407 parking spaces on a Saturday would be more than the total parking supply of 7,338 spaces, by 3,069 spaces. The on-site visitor need of 9,670 spaces would be more than the on-site supply of 6,968 spaces, by 2,702 spaces. However, the excess of parking need would be met by use of off-site parking in nearby public and private lots. In addition, the Revised Project would continue to provide 775 off-site employee parking spaces. As such, parking demand impacts for the Revised Project are less than significant and the Revised Project would not introduce new or substantially worsen impacts with regard to parking demand.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to parking. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## J. **Transportation/Circulation - Pedestrian safety**

### 1. Approved Project Impacts

Construction of the Approved Project would have the potential to impact pedestrian movement in the immediate vicinity of the construction sites. However, potential impacts to pedestrians were concluded in the Final EIR to be less than significant. Based on the estimated peak pedestrian volumes during operation of the Approved Project, all segments of the sidewalk system would operate at acceptable levels of service. Furthermore, the Specific Plan requires the provision of expanded sidewalks along Figueroa Street and portions of Olympic Boulevard and 11<sup>th</sup> Street. Thus, less than significant impacts with regard to pedestrian safety would occur with the Approved Project.

## 2. Revised Project Impacts

Maximum daily construction activities for the Revised Project would be the same as for the Approved Project. As with the Approved Project, potential impacts to pedestrians under the Revised Project would be less than significant since numerous alternative routes exist for pedestrians to access the LASED site, STAPLES Center, and the Convention Center, and since any disruptions to pedestrian movements would be temporary. Operational pedestrian safety impacts are also concluded to be less than significant because the increase in on-site residents and visitors are not of a sufficient magnitude to cause a significant impact on sidewalk capacity. In addition, special measures would be undertaken under the Revised Project to appropriately manage the large pedestrian volumes that could occur during large and/or special events.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to pedestrian safety. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## K. **Hazardous Materials**

### 1. Approved Project Impacts

With implementation of the mitigation measures, construction-related impacts regarding hazardous materials due to release contaminants into the air and demolition of the two asbestos/lead-containing structures would be reduced to less than significant levels. Operational impacts regarding hazardous materials would also be less than significant as all hazardous materials would be stored, handled, and disposed of in accordance with all applicable federal, state, and local regulations.

### 2. Revised Project Impacts

The Revised Project would require additional construction activities due to the overall increase in the amount of development, and, as such, would result in an increase in the handling and storage of hazardous materials during construction. However, via compliance with existing regulations, as well as the adopted mitigation measures, no additional risk to the public would result and the construction impacts of the Revised Project would be less than significant.

The Revised Project would develop the same types of land uses as the Approved Project, and thus would involve the use of the same types of hazardous materials. Although the use of hazardous materials during operation of the Revised Project would be incrementally increased, all potentially hazardous materials would be stored, handled, and disposed of properly. Thus, the

operational impacts of the Revised Project, as is the case with the Approved Project, would be less than significant.

### 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to hazardous materials. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## L. **Noise**

### 1. Approved Project Impacts

Construction-related noise would be significant and unavoidable for the Approved Project as it would have the potential to exceed 75 dBA within 500 feet of off-site residential uses. Even with the incorporation of all feasible mitigation measures, construction noise would still significantly impact nearby sensitive receptors. The Approved Project would also result in a significant impact regarding traffic noise along Francisco Street during the weekdays and on Saturdays. Outdoor events associated with the Approved Project; noise from parking structures and the parking lots; noise from the Approved Project's hotel, retail, office, and residential uses; and noise associated with mechanical equipment atop the proposed structures would all result in less than significant impacts.

### 2. Revised Project Impacts

Revised Project noise levels under the conservative scenario in which multiple, adjacent portions of the Project site are under construction at the same time would not substantially increase from those set forth within the Final EIR. No more than a minor incremental increase in construction noise levels at each of the analyzed sensitive receptors would occur compared to the levels analyzed in the FEIR, which analyzed maximum construction activities occurring closest to each sensitive receptor. Therefore, the construction of the Revised Project would not substantially worsen the severity of a previously identified significant impact from construction noise.

The Revised Project would not substantially increase traffic noise because traffic volumes and distribution are comparable to those of the Approved Project. The Revised Project also would develop the same types of uses. The Revised Project would not result in an increase in noise, event noise, parking structure/lot mechanical equipment noise or noise attributable to on-site noise due both to compliance with the City's noise ordinance and the ambient noise levels in the LASED area. Development under the Revised Project would therefore not substantially worsen the previously identified significant traffic noise impact. Further, any potential impacts from outdoor recreational facilities on the proposed hotel within the Olympic North Subarea would be managed such that a less than significant impact would occur.

### 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen the previously identified significant impacts with regard to noise. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## M. **Public Services**

## **Fire Protection**

### **1. Approved Project Impacts**

Traffic disruptions during construction would be temporary and are not anticipated to significantly affect emergency access or response as there is a wide selection of alternate routes to and through the LASED. Therefore, no significant impacts to fire protection services would occur during construction.

During operation, the Approved Project's land uses would increase the need for LAFD services. However, with implementation of the adopted mitigation measures, this impact would be reduced to a less than significant level. Impacts with respect to response distance would also be less than significant. Further, the implementation of the adopted mitigation measures, any post-event period emergency response time delays would be reduced to a less than significant level. Finally, as the Approved Project would implement mitigation measures to ensure fire flows would be adequate, impacts to fire flow service would be less than significant.

### **2. Revised Project Impacts**

Although the Revised Project would increase the total amount of development within the LASED, impacts with regard to emergency access are not anticipated since Revised Project construction traffic would typically occur during off-peak hours and be predominantly freeway oriented. As such, Revised Project impacts with regard to emergency access would not be substantially greater than those resulting from construction activities associated with the Approved Project.

During operation, the Revised Project's increased development levels would potentially result in a higher demand for fire protection services compared to the Approved Project. However, implementation of the mitigation measures in the Final EIR would reduce all potential impacts to a less than significant level. As the Revised Project would not increase the traffic generation attributable to the Approved Project, the Revised Project would also result in a less than significant impact on LAFD emergency response times during post-event periods, with the implementation of the adopted mitigation measures. Additionally, implementation of mitigation measures would ensure that the Revised Project would result in a less than significant impact with regard to LAFD's fire flow requirements. Therefore, impacts on fire protection services would be less than significant, as is the case with the Approved Project.

### **3. Revised Project Findings**

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to fire protection services. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## **Police**

### **4. Approved Project Impacts**

With the implementation of the adopted mitigation measures, construction impacts with regard to police services would be reduced to less than significant levels. During operation, the Approved Project would generate an increased need for police protection services on-site and off-site during events within the

LASED or at STAPLES Center. The Approved Project would include security features that would minimize the potential for on-site crime and reduce the demand for additional police services. These security features, with implementation of mitigation measures, would reduce the Approved Project's impact on police services to a less than significant level. Further, the Approved Project would implement mitigation measures to reduce emergency access delay impact to a less than significant level.

#### 5. Revised Project Impacts

The Revised Project would increase the total amount of development within the LASED. Revised Project impacts with regard to emergency access would not be substantially greater than those resulting from construction activities associated with the Approved Project because any increases in construction traffic would typically occur during off-peak hours and be predominantly freeway oriented. Thus, as is the case with the Approved Project, implementation of mitigation measures would reduce the Revised Project's construction impacts on police protection services to less than significant levels.

During operation, the Revised Project's increased activity levels would create a higher demand on police protection services than the Approved Project. Thus, the Revised Project would incrementally, but not substantially, increase the demand for the delivery of police protection services. The security features and implementation of the mitigation measures would reduce this impact for the Revised Project to a less than significant level. Additionally, the Revised Project would result in a less than significant impact on emergency response with the implementation of the adopted mitigation measures. Therefore, impacts on police protection services would be less than significant, as is the case with the Approved Project.

#### 6. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to police services. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

#### **Schools**

#### 7. Approved Project Impacts

The Approved Project would generate a total of 1,843 new students, consisting of 944 elementary students, 382 middle school students, and 517 high school students. The students generated by the Approved Project would exceed each of the school's forecasted future capacity. However, the Approved Project would pay development fees pursuant to Government Code Section 65995, the payment of which constitutes full mitigation of school impacts and results in a less than significant impact for the Approved Project.

#### 8. Revised Project Impacts

The Revised Project would increase the amount of residential development to 1,941 units (2,344 students) and would also increase the amount of commercial uses. The Revised Project would pay development fees to the LAUSD. Per the provisions of Government Code Section 65995, the payment of these fees would fully mitigate the school impacts attributable to the Revised Project. Thus, as with the Approved Project, the impacts of the Revised Project would be less than significant.

## 9. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to schools. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

### **Parks and Recreation**

## 10. Approved Project Impacts

The previously Approved Project's new residential population of 4,271 would result in the increased use of existing neighborhood, community and regional parks. While the Approved Project would satisfy the City's open space requirements as set forth in the LAMC, the Approved Project would not meet the Department of Recreation and Parks standard of four acres per 1,000 residents. Therefore, the Final EIR concluded that a significant impact on parks and recreational facilities would occur.

## 11. Revised Project Impacts

The Revised Project's residential units would result in a residential population of approximately 5,512 persons, which is an increase of 1,241 over the Approved Project. Development of the Revised Project would comply with all LAMC open space provisions, and therefore parks and recreational demands attributable to the increased growth in residential population that occurs under the Revised Project would be generally satisfied and to the same degree as under the Approved Project. The Applicant would also be required to pay in-lieu park fees under the Quimby Act to offset the demand for park facilities by future Revised Project results. Although payment of in-lieu fees would not meet the demand for open space due to real estate costs in the downtown area, they would reduce the impacts of the Revised Project to a sufficient extent such that the incremental impact of the Revised Project would constitute a less than substantial increase in the severity of a previously identified significant impact. Therefore, as with the Approved Project, impacts on parks and recreational facilities of the Revised Project would be significant, although the Revised Project would not substantially increase the severity of the significant impact identified in the Final EIR.

## 12. Revised Project Findings

Overall, the Revised Project would not substantially worsen the previously identified significant impacts with regard to parks and recreation services. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

## **N. Utilities**

### **Water**

## 1. Approved Project Impacts

The Approved Project's water demand during construction would result in less than significant impacts with regard to existing water service, water lines, or facilities. Although the Approved Project's operational water demand would constitute a small portion of the regional water demand, impacts regarding water supply would be significant. However, impacts regarding water infrastructure

would be less than significant as the DWP has indicated that the existing water system would be adequate to provide for the Approved Project's water demand.

## 2. Revised Project Impacts

With regard to construction, the amount of excavation and earth moving would be the same under both the Approved Project and the Revised Project as the incremental increase in development under the Revised Project would not result in increased site preparation activities (i.e., excavation and earth moving). Therefore, water demand during construction would also be the same as the Approved Project.

With regard to water demand during operation, the Revised Project's proposed changes to the development program of the Approved Project would change the estimated amount of water consumption within the LASED to approximately 1,825,135 gpd, or approximately 343,396 gpd more than the Approved Project. The Revised Project's water consumption, like that of the Approved Project, would result in a significant impact with regard to available water supplies. Because the Approved Project's water demand would constitute a small portion of the regional water demand, however, the Revised Project's increase in water consumption would only incrementally increase the demand for water and would not substantially worsen a previously identified significant impact.

It is anticipated that the existing water infrastructure would be sufficient to serve the higher water demand of the Revised Project. In the event that insufficient capacity is available, improvements to the infrastructure system would be made in accordance with standard City practices and procedures to address any and all system deficiencies. As such, environmental impacts associated with potential system expansion would be reduced to less than significant levels and the Revised Project would have a less than significant impact with regard to infrastructure within which the water would be conveyed.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen the previously identified significant impacts with regard to water supplies and water infrastructure. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR

### **Sewer**

## 4. Approved Project Impacts

Operation of the Approved Project would generate approximately 1,234,783 gallons per day (gpd) of sewage. The existing sewer lines and trunk sewer surrounding the LASED, as well as the Hyperion Wastewater Treatment Plant, have available capacity to accommodate sewage generated by the Approved Project. No significant impacts regarding sewage would occur with the Approved Project. Nonetheless, the Approved Project would implement mitigation measures to ensure that wastewater generation would be reduced to the maximum extent feasible.

## 5. Revised Project Impacts

The Revised Project would generate approximately 1,520,947 gpd of sewage, which is approximately 286,164 gpd more than the Approved Project. It is anticipated that the existing sewage infrastructure would also be sufficient to

serve the Revised Project because it is anticipated that sufficient capacity would exist for this incremental increase. In the event that insufficient capacity is available, improvements to the infrastructure system would be made in accordance with standard City practices and procedures to address any and all system deficiencies. As such, environmental impacts associated with potential system expansion would be reduced to less than significant levels and a less than significant impacts regarding sewage would occur with the Revised Project.

#### 6. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to sewage. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

#### **Solid Waste**

#### 7. Approved Project Impacts

Less than significant impacts with regard to solid waste (e.g., rock, concrete, brick, sand, soil, asphalt, sheetrock, wood, metal, drywall, and cardboard) disposal capacity are anticipated during construction of the Approved Project because on-site source separation of waste materials for recycling would be implemented. During operation, the Final EIR concludes that the Approved Project would have a less than significant impact to the remaining disposal capacity of available landfill facilities or their anticipated closure dates. As a result, the development of the Approved Project would result in a less than significant impacts regarding solid waste.

#### 8. Revised Project Impacts

The Revised Project would result in an increase in the amount of solid waste generated during construction. However, because construction and demolition waste would be minimized and recycled to the extent practicable, the Revised Project would not substantially worsen construction-related solid waste impacts. With regard to solid waste generation during operation, the Revised Project would consume approximately 29,966 pounds per day or 5,000 tons per year, which is approximately 1,475 tons more per year than the Approved Project. The Revised Project's annual solid waste generation would represent approximately 3.1 percent of the remaining capacity at Bradley Landfill, 0.2 percent at Sunshine Canyon Landfill, and 0.01 percent at Chiquita Canyon. Thus, the Revised Project's impacts to landfill disposal capacity would remain less than significant and development under the Revised Project would not substantially worsen impacts regarding solid waste.

#### 9. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to solid waste. Thus, the environmental implications of the revised Project would be consistent with those analyzed in the Final EIR.

### O. **Geology/Seismic Hazards**

#### 1. Approved Project Impacts

The Approved Project would be designed so that there would be no increased threat of exposing people, property, or infrastructure to geotechnical or seismic hazards. Therefore, with implementation of the adopted mitigation measures,

any potential geologic or seismic impacts would be reduced to less than significant levels. In addition, with implementation of the adopted mitigation measures, potential impacts related to subsidence would be reduced to a less than significant level.

## 2. Revised Project Impacts

The Revised Project would construct subterranean parking on Development Site 1b (beneath Site 1a), and as such would be subject to increased geologic and seismic hazards during construction. However, via compliance with the adopted mitigation measures, the Revised Project's geologic and seismic hazards would not be substantially greater than that anticipated for the Approved Project.

Due to the increase in residential and commercial development, the Revised Project would result in an incremental, but not substantial, increase in the exposure of residents and visitors to geologic and seismic hazards. However, the Revised Project would implement mitigation measures to reduce geologic and seismic impacts to less than significant levels. Thus, the Revised Project, as is the case with the Approved Project, would result in a less than significant impact with regard to potential geologic and seismic hazards.

## 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to geology/seismic hazards. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

# P. **Architectural/Historic Resources**

## 1. Approved Project Impacts

The Approved Project would not result in any adverse effects to historic resources. There are no historic resources located within the LASED. Further, construction activities associated with the Approved Project would not result in any significant impacts to the historic resources in the vicinity of the Project site. With regard to operation, the Approved Project would result in less than significant impacts with regard to the Variety Arts Center and would have no physical or indirect impacts on the Petroleum Building and Hotel Figueroa, which lie outside the LASED boundary. As such, the Approved Project would have less than significant impacts on these buildings, and the potential impacts of the Approved Project with regard to architectural/historic resources are concluded in the Final EIR to be less than significant.

## 2. Revised Project Impacts

There are no historic resources located within the LASED. The Variety Arts Center, Petroleum Building, and Hotel Figueroa, which lie outside the LASED boundary, have been identified as eligible or potentially eligible for designation as historic resources under CEQA. As the Revised Project's proposed increase in tower height within the Olympic East Subarea would not create any new impacts to the identified historic resources, the potential impacts of the Revised Project with regard to architectural/historic resources would be the same as those for the Approved Project. As with the Approved Project, the Revised Project would not result in significant impacts to the Variety Arts Center, Petroleum Building or Hotel Figueroa. Thus, as is the case with the Approved Project, impacts to

architectural/historic resources under the Revised Project would be less than significant.

### 3. Revised Project Findings

Overall, the Revised Project would not introduce new or substantially worsen impacts with regard to architectural/historic resources. Thus, the environmental implications of the Revised Project would be consistent with those analyzed in the Final EIR.

### 4. **Other CEQA Considerations**

- A. The City of Los Angeles, acting through the Planning Department, is the "Lead Agency" for the Revised Project evaluated in the Addendum. The City finds that the Addendum was prepared in compliance with CEQA and the CEQA Guidelines. The City finds that it has independently reviewed and analyzed the Addendum for the Revised Project and that the Addendum reflects its independent judgment.
- B. The Planning Commission finds and determines that the information contained in the Addendum and staff errata for the Revised Project is adequate for matters related to the Amendments, which are before the Planning Commission, and that the Planning Commission has reviewed and considered the information contained therein pursuant to the State CEQA Guidelines, and the City CEQA Guidelines along with other factors related to this matter.
- C. The Planning Commission finds and determines that, based on the information set forth in the Addendum and in the Statement of Environmental Effects and Findings and other staff errata, with respect to the potentially significant impacts analyzed in the EIR, the Revised Project will not create any new or result in any substantial increase in the severity of previously identified potentially significant impacts in any of the analyzed environmental impact categories and that no new mitigation measures are identified in the Addendum that would modify the Mitigation Monitoring and Reporting Program adopted in connection with certification of the EIR and which are incorporated into the Addendum by reference.
- D. The Planning Commission finds and determines that, pursuant to Section 15162(a)(3) of the State CEQA Guidelines, the Revised Project, as compared to the Approved Project, neither constitutes nor contains new information of substantial importance that was not known or could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete.
- E. The Planning Commission finds and determines that no additional environmental impacts other than those identified in the EIR will have a significant effect or result in a substantial or potentially substantial adverse effect on the environment as a result of the Revised Project.

# **Exhibit B-1**

**updated 10/26/06**

Proposed Amended Los Angeles Sports and Entertainment  
District Specific Plan

Clean Proposed Copy

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

# LOS ANGELES SPORTS AND ENTERTAINMENT DISTRICT

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## Specific Plan

Ordinance No. 174,224  
Effective October 21, 2001

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LASED Streetscape -	

A Part of the General Plan - City of Los Angeles

<http://cityplanning.lacity.org> (General Plan - Specific Plan)

# **LOS ANGELES SPORTS AND ENTERTAINMENT DISTRICT**

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## **Specific Plan**

An ordinance establishing a Specific Plan, known as the Los Angeles Sports and Entertainment District Specific Plan, for a portion of the Central City Community Plan area.

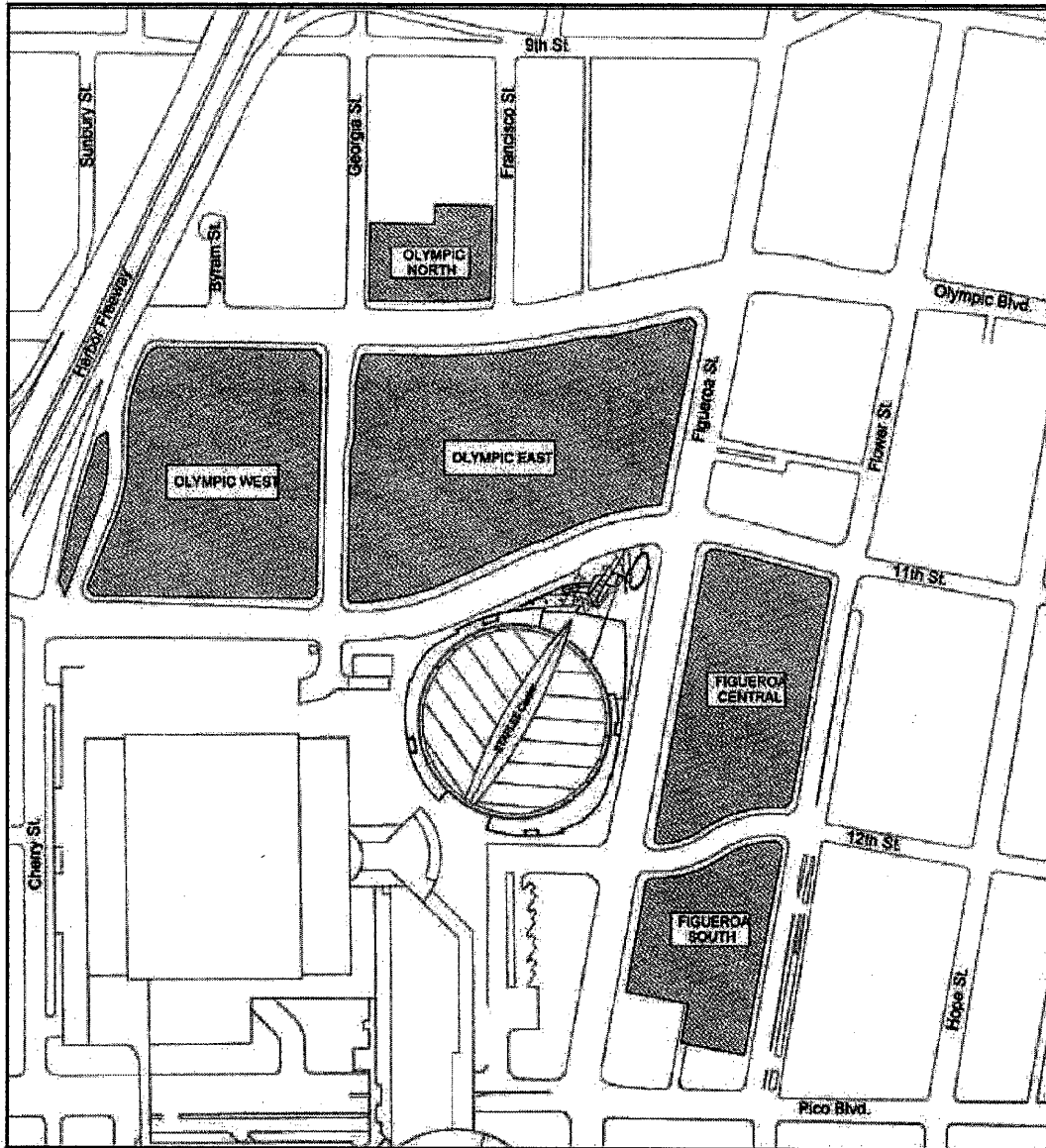
THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

### **Section 1.**

#### **ESTABLISHMENT OF THE LOS ANGELES SPORTS AND ENTERTAINMENT DISTRICT SPECIFIC PLAN**

The City Council establishes the Los Angeles Sports and Entertainment District Specific Plan (LASED) for the area bounded generally by Olympic Boulevard on the north; Flower Street on the east; Pico Boulevard on the south; and the 110 Freeway on the west; and including the area north of Olympic Boulevard between Georgia Street and Francisco Street, as shown upon the following Map 1 within the heavy dashed lines:

**MAP 1:  
BOUNDARIES OF SPECIFIC PLAN AREA**



**Section 2.**

**PURPOSES.**

This Specific Plan is intended to:

- A. Provide regulatory controls and incentives for the systematic and incremental execution of that portion of the General Plan which relates to this geographic area and to provide for public needs, convenience and general welfare as the development of such area necessitates;
- B. Assure orderly development and appropriate capacity of public facilities for the intensity and design of development by establishing general procedures for development within the Specific Plan area;
- C. Provide continued and expanded development of the site as a major entertainment/mixed-use development providing hotel, retail, entertainment, residential (including residential condominium units), live theaters, movie theaters, sound stages, office, medical clinic/sports medicine center, tourism, and similar or related uses within the Specific Plan area, in conformance with the goals and objectives of local and regional plans and policies;
- D. Expand the economic base of the City, by providing additional employment opportunities and additional revenues to the region;
- E. Enhance the existing Convention Center and STAPLES Center development, by providing a convention center hotel site, public gathering places and a pedestrian friendly environment through the establishment of unique streetscape design guidelines; and
- F. Ensure adequate parking for the STAPLES Center and the mix of uses anticipated by this Specific Plan, through the use of shared parking, reduced parking and/or other similar measures. This Specific Plan acknowledges that the current designated parking for the STAPLES Center is within the Specific Plan area and within the Convention Center parking facilities pursuant to the Parking Lease by and between the City of Los Angeles and the LA Arena Land Company, Inc, but that parking may also be provided outside the Specific Plan area within 1500 feet of the Specific Plan boundary as provided in Section 14(D)(3).

**Section 3.**

**RELATIONSHIP TO THE LOS ANGELES MUNICIPAL CODE.**

- A. The regulations of this Specific Plan are in addition to those set forth in the planning and zoning provisions of the Los Angeles Municipal Code (LAMC), Chapter 1 as amended, and any other relevant ordinances, and do not convey any rights not otherwise granted under the provisions and procedures contained in the LAMC or other ordinances, except as specifically provided for here.
- B. Wherever this Specific Plan contains provisions which establish regulations (including, but not limited to, standards such as densities, heights, uses, parking, signage, open space and landscape requirements), which are different from, more restrictive or more permissive than would be allowed pursuant to the provisions contained in the LAMC, this Specific Plan shall prevail and supersede the applicable provisions of the LAMC and those relevant ordinances.

- C. **Site Plan Review Ordinance.** Approvals pursuant to LAMC Sections 16.05 and 12.24 U 14 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes those sections.
- D. **Commercial Corner and Mini-Shopping Centers Ordinance.** Approvals pursuant to LAMC Sections 12.23 A 23, and 12.24 W 27 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes those sections.
- E. **Developments Combining Residential and Commercial Uses.** Approvals pursuant to LAMC Sections 12.22 A 18, 12.24 V 2 and 12.24 W 15 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes those sections.
- F. **Floor Area Averaging.** Approvals pursuant to LAMC Sections 12.22 A 18, 12.24 V 2 and 12.24 W 15 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes those sections.
- G. **Hotels When Located Within 500 Feet of an A or R Zone.** Approvals pursuant to LAMC Section 12.24 W 24 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes that section.
- H. **Transfer of Floor Area.** Approvals pursuant to LAMC Article 4.5, et seq., are not required for Projects within this Specific Plan area, because the Specific Plan supersedes that Article.
- I. **Open Space Requirements.** Approvals pursuant to LAMC Section 12.21 G are not required for Projects within this Specific Plan area, because the Specific Plan supersedes those sections.
- J. **Sign Ordinance.** This Specific Plan shall supersede the city-wide sign regulations in the LAMC that address types of signs permitted, sign heights, maximum sign area permitted, sign face, location of signs including freeway exposure and spacing between signs, illumination of signs, permitted sign devices, projection of signs and combination of signs. The Sign regulations contained in this Specific Plan shall supersede those restrictions or prohibitions established by Interim Control Ordinance No. 173,681, and any extensions.
- K. **Guest Rooms and Dwelling Unit Densities.** This Specific Plan shall supersede any regulations in the LAMC which address the number of guest rooms or dwelling units permitted within the buildable area of a lot, for purposes of determining permitted density.
- L. **Conditional Use Permit for Alcoholic Beverages.** Approvals pursuant to LAMC Sections 12.24 W 1 and 12.24 X 2 are not required for the sale of alcohol specifically authorized in Section 12 and 13 of this Specific Plan, because the Specific Plan supersedes those sections.
- M. **Conditional Use Permit for Drive-Through Establishments.** Approvals pursuant to LAMC Section 12.24 W 17 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes that section.

N. **Telecommunications.** Approvals pursuant to LAMC Section 12.24 W 49 are not required for Projects within this Specific Plan area, because the Specific Plan supersedes that section..

O. **Other Uses permitted by Conditional Use Permit Pursuant to LAMC Section 12.24, et seq.** These approvals shall be processed in accordance with the procedures established in Section 12.24.

#### Section 4.

#### DEFINITIONS.

Whenever the following terms are used in this Specific Plan, they shall be construed as defined in this section. Words and phrases not defined here shall be construed as defined in LAMC Sections 12.03, or 91.201-227, or Section 16 of this Specific Plan.

**Alcohol Use Approval.** A Zoning Administrator review of each proposed establishment or special event permit for the sale of alcoholic beverages, as set forth in Sections 12 and 13 of this Specific Plan.

**Applicant.** Any person, as defined in LAMC Section 11.01, or entity submitting an application for a Project Permit Compliance Review.

**Arena Parking.** Those 2,198 parking spaces that must be provided for use by the Arena during scheduled Arena events, pursuant to the LAMC

**Central Plaza.** An area located within the Olympic Properties, measuring at least 30,000 square feet in size, as further described in Section 10. The location of this plaza is as set forth on Map 2.

**Condo-Hotel Units.** Hotel rooms which are owned by third parties as condominium/hotel rooms but are managed and operated as part of a hotel pursuant to a management agreement that addresses such issues as reservations, check-in and check-out procedures, restrictions on length of stay, room access, housekeeping, and the collection and remittance of the transient occupancy tax. Condo-Hotel Units shall be treated as Hotel Rooms for purposes of the Equivalency Matrix of the Specific Plan.

**Convention Center Expansion Parcel.** An airspace parcel (lot 15 of VTTM 53383) on Development Site 1a in the Olympic West Subarea of this Specific Plan, as noted on the Specific Plan Land Use Map 2.

**Convention Center Expansion Uses.** These uses include Convention Center related uses, including meeting rooms, display rooms, exhibition rooms, offices used by employees of the Convention Center, loading, storage, concourses, food service relating to convention activities (but not including restaurants open to the public) and parking.

**Development Agreement.** A development agreement, authorized pursuant to California Government Code Section 65864, et seq., entered into by the City of Los Angeles, the LA Arena Land Company, Inc, and Flower Holdings, LLC., in September of 2001, relating to, among other things, the Specific Plan area, as amended in December 2003, September 2005, and in \_\_\_\_\_ 2006.

**Development Site.** An area within the Specific Plan which is proposed for that amount and type of development as set forth in Map 2.

**Director.** The Director of Planning or his or her designee.

**Donor Site.** A lot or lots within the Specific Plan area from which all or a portion of the unused Floor Area permitted on the lot or lots is

transferred to another lot or lots within the Specific Plan area, pursuant to Section 15.

**Eleventh Street Pedestrian Area.** That area within the public right-of-way of Eleventh Street, between Figueroa Street and Georgia Street, as shown on Map 2, and which is designated in this Specific Plan for pedestrian activity during specified times.

**Entertainment Uses.** This term includes entertainment and recreational uses which include, but are not limited to: amphitheaters, arenas, auditoriums or other similar facilities; museums; live theaters; movie theaters; live entertainment; cabarets; comedy clubs; dance clubs; billiards; bowling alleys; electronic/game arcades; family entertainment centers; ice and in-line skating rinks; and similar uses or enterprises which are oriented, marketed and intended for tourists, visitors and/or recreational consumers and permitted by the LASED Zone.

**Equivalency Transfers.** The ability to exchange a certain amount of square feet for one type of use (e.g., office use) to a certain amount of square feet for a different use (e.g., hotel use), based on an equivalency factor established in Section 6 of this Specific Plan.

**Figueroa Central Subarea.** That area bounded by Figueroa Street on the west, Flower Street on the east, Eleventh Street on the north and 12<sup>th</sup> Street on the south, as shown on Map 1.

**Figueroa South Subarea.** That area bounded by Figueroa Street on the west, Flower Street on the east, 12<sup>th</sup> Street on the north and almost to Pico Boulevard on the south, as shown on Map 1.

**Floor Area.** Floor Area shall be as defined in LAMC Section 12.03, except that outdoor eating areas on all floors and on Private Setback areas shall not count as Floor Area.

**Floor Area Transfer.** The conveyance of Floor Area from a Donor Site to a Receiver Site or the Unused Floor Area Pool, in accordance with the requirements of Section 15.

**General Manager.** The General Manager of the Department of Transportation, or his or her designee.

**Grade (Adjacent Ground Elevation).** Is the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than 5 feet from the building, between the building and a line 5 feet from the building. Except that, light wells, stair wells and driveways shall not be considered in determining the lowest point of elevation of the finished surface of the ground.

**Height, Podium.** The vertical distance above grade measured to the highest point of the podium roof. Retaining walls shall not be used for the purpose of raising the effective elevation of the finished grade for purposes of measuring the height of the podium. In addition, roof-top equipment shall be permitted pursuant to LAMC Section 12.21.1 B 3. The podium is that portion of a building which rises from grade to a maximum height, as set forth in Section 10, and provides a base for a building tower.

**Height, Tower.** The vertical distance above grade measured to the highest point of the tower roof, structure or the parapet wall, whichever is highest. Retaining walls shall not be used for the purpose of raising

the effective elevation of the finished grade for purposes of measuring the height of a tower. In addition, roof-top equipment shall be permitted pursuant to LAMC Section 12.21.1 B 3. The tower is that portion of a building which rises from grade to a maximum height, as set forth in Section 10.

**Hotel Uses.** These uses include hotel related uses, including hotel rooms; meeting and ballroom facilities; retail, restaurant, office or entertainment uses that are ancillary to the operation of a hotel; parking; and other hotel amenities.

**LASED.** Los Angeles Sports and Entertainment District Specific Plan.

**Olympic East Subarea.** That area bounded by Georgia Street on the west, Figueroa Street on the east, Olympic Boulevard on the north and 11<sup>th</sup> Street on the south, as shown on Map 1.

**Olympic North Subarea.** That area bounded by Georgia Street on the west, Francisco Street on the east, Olympic Boulevard on the south, and extending approximately 1/3 of the length of the block to James M. Wood Boulevard on the north, as shown on Map 1.

**Olympic West Subarea.** That area bounded by the 110 Freeway (Harbor Freeway) on the west, Georgia Street on the east, Olympic Boulevard on the north and 11<sup>th</sup> Street on the south, as shown on Map 1.

**Pass-By Trip.** A Trip made as an intermediate stop on the way from an origin to a primary Trip destination.

**Peak Hour.** That highest single traffic volume hour, as determined by the General Manager.

**Pedestrian Linkage.** Those areas linking the Specific Plan to the LA Convention Center, STAPLES Center, South Park District, 7<sup>th</sup>/Flower Metro Station, Pico/Flower Metro Station and Central Business District which would provide pedestrian use, and consisting of attractive hardscape, landscape, lighting, improvements and directional signs.

**Private Setback.** That portion of a lot located adjacent to the public sidewalk area, which may be used for landscaping, outdoor dining or uses which incorporate non-permanent and non-habitable structures.

**Project.** The construction, erection, addition to or structural alteration of any building or structure, or use of building or land or change of use of a building or land on a lot located in whole or in part within the Specific Plan area which requires the issuance of a grading permit, foundation permit, building permit, or use of land permit.

A Project shall not include the following:

1. Demolition;
2. Interior remodeling of a building, or the change of use of a building or land or the relocation of existing uses, so long as the remodeling, change of use or relocation is consistent with the Environmental Equivalency Matrix, unless the interior remodeling, change of use or relocation:
  - a. changes the footprint of a building by more than 10% in area; or

- b. increases the Floor Area by more than ten percent and exceeds 50,000 additional square feet of Floor Area within a lot; or
- 3. Exterior remodeling of a building, unless the aggregate value of the work, in any one 24-month period, is greater than 50 percent of the replacement value of the building or structure before the alterations or additions, as determined by the Department of Building and Safety; or
- 4. Notwithstanding LAMC Section 12.23 A 4, the rehabilitation or reconstruction of a conforming or nonconforming building or structure which was damaged or destroyed by fire, flood, wind, earthquake or other natural or man-made disaster.

**Project Permit Compliance Review.** A determination by the Director that a Project complies with the regulations of this Specific Plan, including the Appendices, and that the Project complies with all applicable environmental mitigation measures as set forth in Appendix E.

**Receiver Site.** A lot or lots within the Specific Plan area to which unused permitted Floor Area is transferred from one or more Donor Sites within the Specific Plan area, pursuant to Section 15.

**Residential Uses.** This term shall include rental apartment units and lofts, residential condominium units, assisted/elderly units, and live-work artisan/professional units.

**Significant Hotel Parcel.** Development Site 2 in the Olympic East Subarea of this Specific Plan, as noted on the Specific Plan Land Use Map 2.

**Specific Plan.** The Los Angeles Sports and Entertainment District Specific Plan.

**Sports Bar.** An establishment with a full service kitchen that offers a full menu of food items. These establishments typically include a bar or lounge area for the service of alcoholic beverages and also sports-related entertainment activities, such as televised viewing of sporting events. Sports Bars have at least one television screen or video monitor for each 500 square feet of floor area that is accessible to patrons.

**Trip.** The arrival at or departure from a Project during the Peak Hour by a motor vehicle.

**Unused Floor Area Pool.** That Floor Area within the Specific Plan area, which has not been developed and which may be transferred from one or more Donor Sites within the Specific Plan area, pursuant to Section 15, or transferred to one or more lots outside of the Specific Plan area by separate application and approval as set forth in Section 15. The owner of all unused floor area is LA Arena Land Company, Inc., or its successor.

**Section 5.**

**PROHIBITION.**

**A. Project Permit Compliance Review.**

- 1. No grading permit, foundation permit, building permit, or use of land permit shall be issued for any Project on any lot located in whole or in part within the Specific Plan area,

unless the Director has issued a Project Permit Compliance Review approval pursuant to the procedures set forth in LAMC Section 11.5.7. In issuing a Project Permit Compliance, the Director's review shall determine whether an individual Project is in compliance with those regulations, guidelines and mitigation measures which are set forth in this Specific Plan.

2. The Director shall consult with the Administrator of the Community Redevelopment Agency, prior to issuance of a Project Permit Compliance Review Approval.
  3. Any Project which utilizes an Environmental Equivalency Transfer shall be reviewed by the Director to determine if it exceeds any of the environmental thresholds set forth in Appendix D. If the Project does not exceed any of the environmental thresholds set forth in Appendix D, the Director shall then review the Project pursuant to the Project Permit Compliance Review. If the Project does exceed any of the environmental thresholds set forth in Appendix D, additional environmental review shall be required.
  4. The prohibition in Subdivision 1 shall not apply to any construction for which a permit is required in order to comply with an order issued by the Department of Building and Safety to repair or replace an unsafe or substandard condition.
- B. **Maximum Permitted Floor Area.** The maximum total permitted Floor Area within the Specific Plan area shall not exceed 5,147,000 square feet.
- C. **Project Land Use.** The Specific Plan shall be developed with the following land uses. These land uses shall be developed in those locations, as shown on Map 2, the Specific Plan Land Use Map; provided, however, that the amount of square footage permitted for the individual uses listed below may be modified, and the locations of these land uses may be modified, pursuant to Equivalency Transfers as set forth in Section 9 of this Specific Plan.

Land Use Category	Square Footage
Hotel and Ballroom	1,417,000
Retail/Entertainment/Restaurant	768,200
Convention Center Expansion	250,000
Office	245,800
Residential	2,346,000
Cinema	<u>120,000</u>
Total Square Footage	5,147,000

- D. Land area subject to easements granted pursuant to Section 10 F2 shall be counted as buildable area for the purposes of determining maximum floor area ratio.

**Section 6.**

**LAND USE EQUIVALENCY TRANSFERS.**

- A. **Purpose.** The Land Use Equivalency Matrix is established to provide development flexibility by permitting shifts of permitted Floor Area between certain land uses over the life of the Specific Plan, while maintaining the intent and regulatory requirements of the Plan. The Land Use Equivalency Matrix allows for Floor Area

reallocations between the land uses, utilizing conversion factors that are based upon environmental impact equivalencies.

**B. Limitations.**

1. The land use designated on all portions of the Development Site may be exchanged for another land use, so long as the new use is otherwise permitted by this Specific Plan and the Floor Area of the new use is in conformance with the Land Use Equivalency Matrix. In no event shall the maximum permitted Floor Area exceed 5,147,000 square feet.
2. There shall be no fewer than 500 dwelling units (approximately 543,750 square feet) at build out constructed within the Specific Plan area. No Equivalency Transfer shall be permitted which would conflict with this requirement.
3. There shall be no fewer than 1200 hotel rooms (approximately 1,236,200 square feet) at build out constructed within the Specific Plan area. Up to 200 of these required hotel rooms may be provided as Condo-Hotel Units. There shall be no Condo-Hotel Units on the Significant Hotel Parcel. No Equivalency Transfer shall be permitted which would conflict with this requirement.
4. Notwithstanding Subdivisions 1, 2 and 3, development on the Convention Center Expansion Parcel shall be limited to 250,000 square feet of development for Convention Center Expansion Uses, parking, or temporary uses (including but not limited to construction staging) and signage, unless the Director of Planning determines that such temporary uses or signage will interfere with Convention Center Expansion Uses. In the event the development of the Convention Center Expansion does not occur by October 21, 2021, the Convention Center Expansion Parcel may be used for any other use permitted by this Specific Plan.
5. Notwithstanding Subdivisions 1, 2 and 3, development on the Significant Hotel Parcel shall be limited to Hotel Uses and Residential Uses, developed in conjunction with the Convention Center Hotel, surface parking or construction staging, unless the Director of Planning determines that construction staging will interfere with the development of the Significant Hotel Parcel. The hotel or hotels that comprise the Convention Center Hotel collectively shall contain a minimum of 1,000 rooms. Notwithstanding Sections 6.B.3 of this Specific Plan, in the event the development of the Convention Center Hotel does not occur by October 21 2021, the Significant Hotel Parcel may be used for any other use permitted by this Specific Plan. Meeting and ballroom facilities servicing the Convention Center Hotel may be located on Development Site 1.

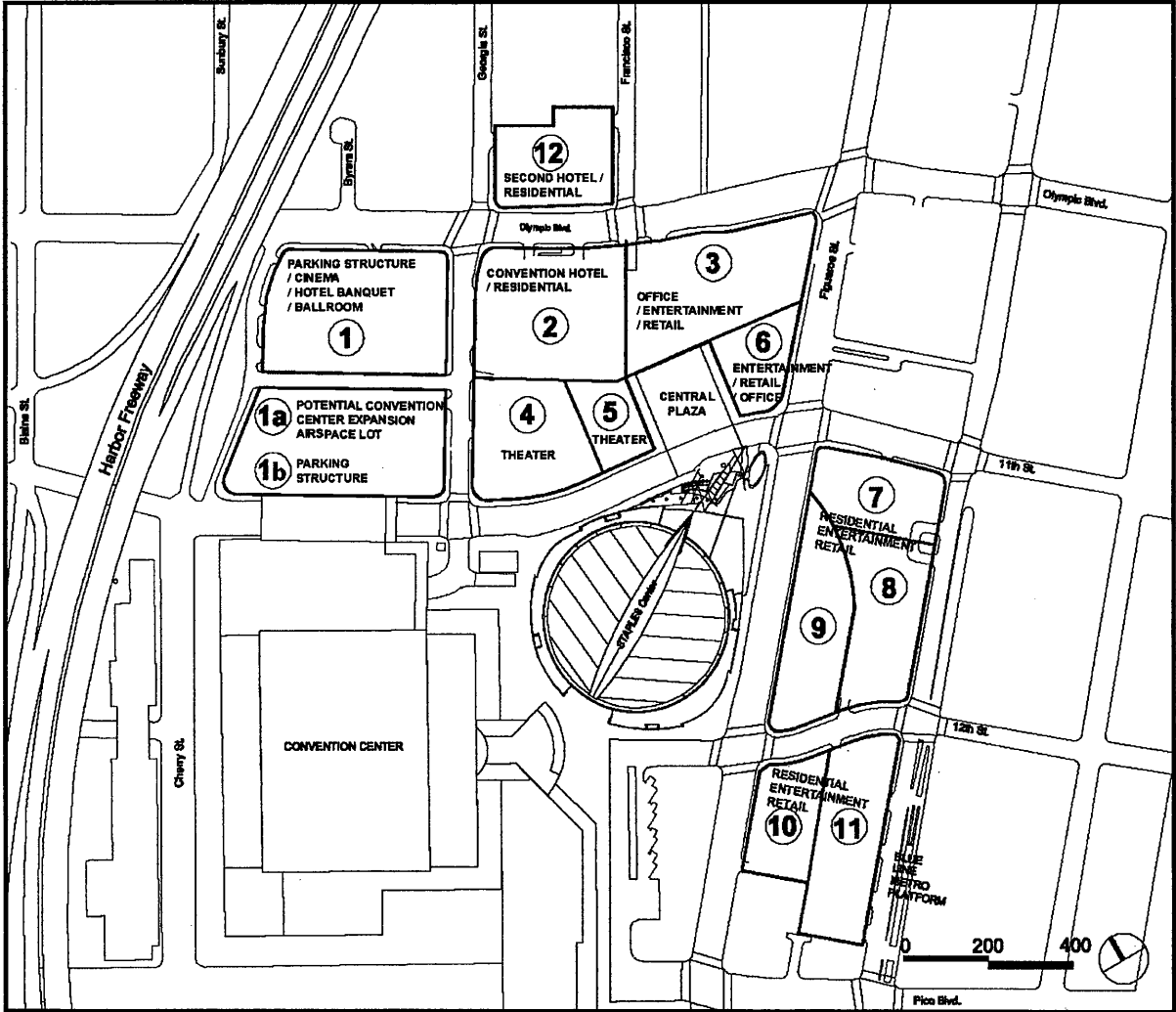
**EQUIVALENCY MATRIX –  
LAND USE SQUARE FOOTAGE CONVERSION FACTORS**

From this land use ↓	To this land use →	Hotel	Live Theater	Enter-tainment	Museum	Restaurant	Retail	General Office	Residential	Sports Broadcast Office	Cinemas	Convention Center Expansion
Hotel		NA	17.111 <sup>1</sup>	0.417 <sup>2</sup>	0.349	0.093	0.169	0.272	1.203 <sup>3</sup>	0.800	4.968	0.376
Live Theater		0.058 <sup>4</sup>	NA	0.024 <sup>5</sup>	0.020	0.005	0.010	0.016	0.070 <sup>6</sup>	0.047	0.290	0.022
Entertainment		2.399 <sup>7</sup>	41.056 <sup>8</sup>	NA	0.838	0.224	0.404	0.653	2.887 <sup>9</sup>	1.919	11.919	0.901
Museum		2.864	49.000	1.193	NA	0.267	0.483	0.779	3.445	2.291	14.226	1.076
Restaurant		10.714	183.333	4.465	3.741	NA	1.806	2.915	12.891	8.571	53.226	4.024
Retail		5.932	101.500	2.472	2.071	0.554	NA	1.614	7.137	4.745	29.468	2.228
General Office		3.675	62.889	1.532	1.283	0.343	0.620	NA	4.422	2.941	18.258	1.381
Residential		0.831 <sup>10</sup>	14.222 <sup>11</sup>	0.346 <sup>12</sup>	0.290	0.078	0.140	0.226	NA	0.665	4.129	0.312
Sports Broadcast Office		1.250	21.389	0.521	0.436	0.117	0.211	0.340	1.504	NA	6.210	0.470
Cinemas		0.201	3.444	0.084	0.070	0.019	0.034	0.055	0.242	0.161	NA	0.076
Convention Center Expansion		2.662	45.556	1.110	0.930	0.248	0.449	0.724	3.203	2.130	13.226	NA

- Numbers shown in table represent conversion factors for square footage from one land use to another, to maintain trip totals equivalent to and not exceeding those assumed in the DEIR.
  - Numbers are based on weekday PM peak hour trip generation data.
- For example, if it was desired to convert project square footage from retail to restaurant uses, the conversion factor to be used is 0.554, i.e. 75,000 sf of retail uses could be replaced with 41,550 sf of restaurant uses (75,000 x 0.554) without increasing the number of trips.

1. Ratios are conversion factors from rooms to seats.
2. Ratios are conversion factors from rooms to 1,000 sf.
3. Ratios are conversion factors from rooms to DU's.
4. Ratios are conversion factors from seats to rooms.
5. Ratios are conversion factors from seats to 1,000 sf.
6. Ratios are conversion factors from seats to DU's.
7. Ratios are conversion factors from 1,000 sf to rooms.
8. Ratios are conversion factors from 1,000 sf to seats.
9. Ratios are conversion factors from 1,000 sf to DU's.
10. Ratios are conversion factors from DU's to rooms.
11. Ratios are conversion factors from DU's to seats.
12. Ratios are conversion factors from DU's to 1,000 sf.

**MAP 2  
SPECIFIC PLAN LAND USE MAP**



DEVELOPMENT SITE	USE						TOTAL (SF)
	Convention Ct. Exp (SF)	Cinema (SF)	Hotel and Ballroom (SF)	Office (SF)	Residential (SF)	Retail/Ent./Restaurant (SF)	
1		120,000	205,000				325,000
1a	250,000						250,000
1b*							0
2			862,000 (1,080 rooms)			504,000 (225 DU)	1,366,000
3				170,500		237,700	408,200
4 & 5						195,500	195,500
6				75,300		37,000	112,300
7-9					870,000 (700 DU)	250,000	1,120,000
10 & 11					822,000 (648 DU)	48,000	870,000
12			350,000 (400 rooms)		150,000 (100 DU)		500,000
<b>Total (SF) Total Specific Plan</b>	<b>250,000</b>	<b>120,000</b>	<b>1,417,000 (1,480 rooms)</b>	<b>245,800</b>	<b>2,346,000 (1,673 DU)</b>	<b>768,200</b>	<b>5,147,000</b>

\* LASED Parking shall be permitted on Development Site 1b.

**Section 7.**

**ANNUAL REPORT.**

An Annual Report shall be prepared and submitted to the Area Planning Commission each year in accordance with the adopted Development Agreement.

**Section 8.**

**DIRECTOR REVIEW OF EXTERIOR REMODELING OF EXISTING BUILDINGS.**

- A. **Director's Authority.** The Director shall review the exterior remodeling of existing buildings, for compliance with the following design guidelines set forth in Appendix A, as applicable: architectural character; articulation and fenestration; material and colors; and lighting. The Director shall have the authority to review a proposed exterior remodeling and determine if it is compliance with the Specific Plan.
- B. **Time Limit.** The Director shall complete this review within ten days from the date a complete application is submitted by the Applicant and is deemed complete by the City Planning Department.
- C. **Appeal.** The procedure for processing appeals of Director's determinations on exterior remodeling of existing buildings shall be the same as those set forth for Project Permit Compliance Review determinations.

**Section 9.**

**LAND USE.**

- A. **Designation of Subareas.** The Specific Plan contains five Subareas, as shown on the Subareas Map, Map 3 in this Section. The Subareas are designated as: Olympic West; Olympic East; Olympic North; Figueroa Central; and Figueroa South.
- B. **Podium Height/Tower Height Limits.** Each lot within the Specific Plan includes Podium Height/Tower Height (Height) limits as provided for in Section 10.

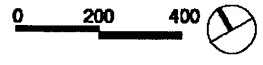
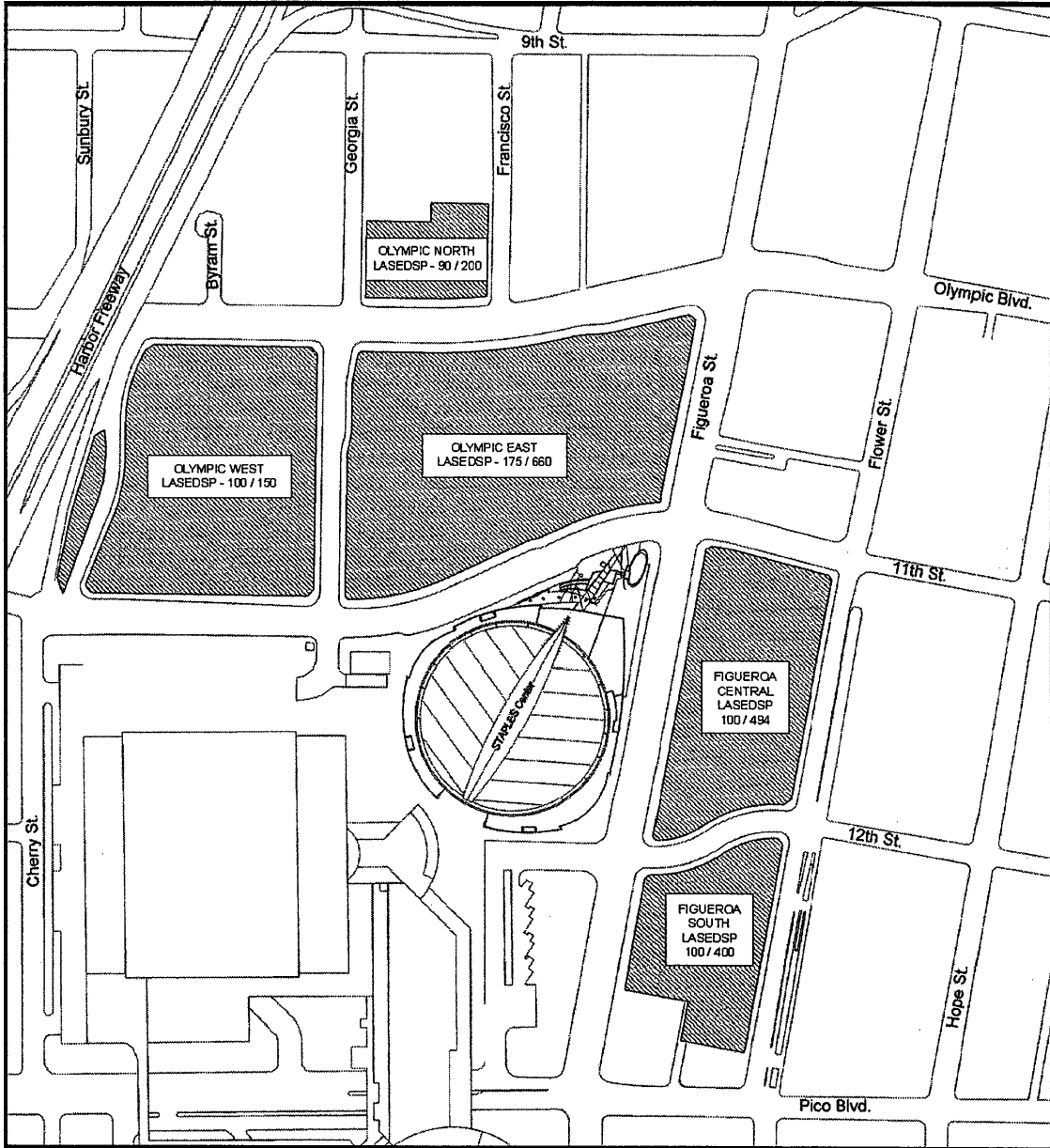
C. **Permitted Uses.** The use regulations of the C2 Zone, as specified in LAMC Section 12.14 and the use of that portion of the M1 Zone as specified in LAMC Section 12.17.6 A 4 (assemblies of more than 3,000 individuals) shall apply to all lots in the LASED Zone, which are located within the Specific Plan area. In addition, the following uses shall be permitted:

1. **Outdoor Eating Areas.** Notwithstanding LAMC Section 12.14 A 1(a)(10), outdoor eating areas on all floors of buildings, Private Setback areas and on public sidewalk areas, in compliance with all other applicable local, state and federal code requirements. Outdoor eating areas shall be designed in accordance with Urban Design Guidelines set forth in Appendix A.
2. **Outdoor Vendor Carts.** These uses shall be permitted within the Specific Plan area and within the Eleventh Street Pedestrian Area when Eleventh Street is not used for vehicular traffic. At no time shall there be more than 300 outdoor vendor carts operated within the Eleventh Street Pedestrian Area.
3. **Transit Stations and Related Facilities and Uses.**
4. **Alcohol Use Approvals for the Sale and Service of Alcoholic Beverages for On-Site Consumption, Including Restaurants, Cafes, Hotels, Nightclubs, Cabarets, Comedy Clubs, Dance Clubs, Sports Bars and Similar Uses, and Within the Central Plaza.** Twenty-two Alcohol Use Approvals for on-site consumption shall be permitted and subject to the restrictions set forth in Section 12.
5. **Dancing and Live Entertainment.** While permitted by this Specific Plan, these uses must still have dancing/live entertainment permits from the Los Angeles Police Commission, if applicable or required by the LAMC.
6. **Alcohol Use Approvals for the Sale of Alcoholic Beverages for Off-Site Consumption.** Two Alcohol Use Approvals for off-site consumption shall be permitted and subject to the restrictions set forth in Section 13.
7. **Entertainment and Commercial Recreation Uses and Establishments Including Billiards, Bowling Alleys, Live Theaters, Museums, Cinemas, Electronic/Game Arcades, Family Entertainment Centers, In-Line and Ice Skating Rink and Similar Uses.**
8. **Special Events and Temporary Uses Including Carnivals, Circuses, Parades, Street Fairs and Festivals, Outdoor Performances, TV/Movie Stages and Sets and Other Similar Uses, So Long as the Use Is Consistent with the Provisions in Section 11 B.**
9. **Surface and Structured Parking Lots (Including Those at Grade, Above Grade and Subterranean).**
10. **Telecom Facilities, Including Transmission, Switching Stations, Up links and Satellite Dishes.** Telecom facilities shall be permitted within any floor of a building except the first floor, unless that first floor telecom facility pertains to movie, television, theatrical or music studio uses. Exterior satellite

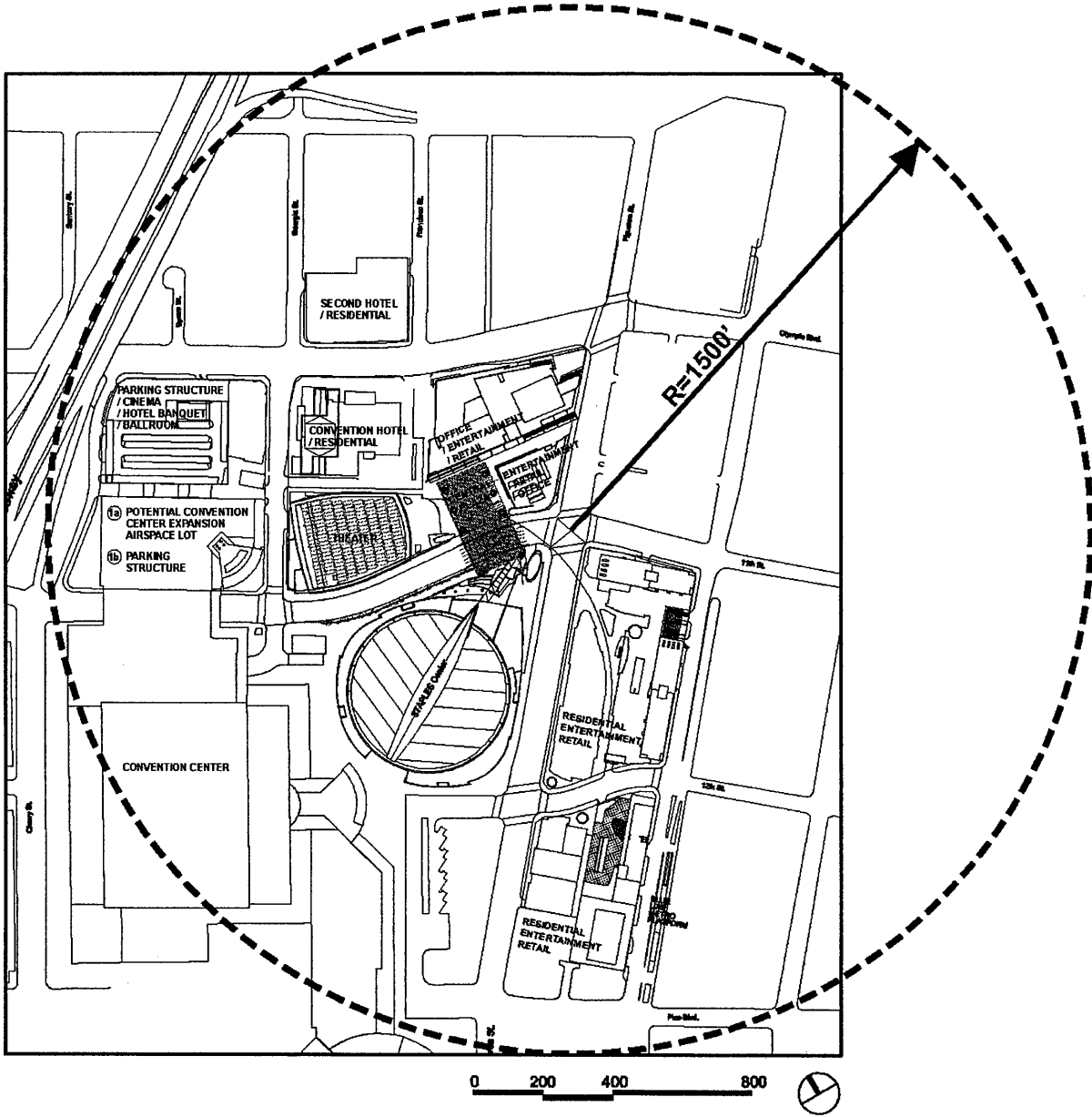
dishes shall be either screened from view or shall be incorporated into the architectural design and character of the building.

11. **Motion Picture, Television and Broadcast Studios, Indoor or Outdoor Stages and Sets, Video and Media Production.**
  12. **Hotels Located Within 500 Feet of an R Zone, which May Also Contain Residential Condominiums.**
  13. **Public Artwork.**
  14. **Mixed-Use Developments, which May Include Residential, Hotel, Retail, Entertainment, Office or Other Uses Permitted by this Specific Plan.**
  15. **Klieg Lights and Laser Beams.**
  16. **Conditional Uses Listed in LAMC Section 12.24 when Approved Pursuant to that Section.** This includes establishments that sell and serve alcoholic beverages for on-site and off-site consumption pursuant to LAMC Section 12.24 W.
  17. **Helistops and Infrequent Helicopter Landings.** The Applicant may file for the establishment of up to two helistops for commercial use as provided for in LAMC Section 12.24 U 1. These helistops shall be located as indicated on Map 5 or as otherwise permitted by conditional use. In addition, infrequent helicopter landings and takeoffs as permitted in LAMC Section 12.22 A 6 shall be permitted. Helistops shall be designed and operated in accordance with all applicable federal and state (FAA and CALTRANS) laws and regulations.
  18. **Child Care.**
- D. **Prohibited Uses.** The following uses, when located within the Specific Plan Area and within 1,500 feet of the intersection of Figueroa Street and Eleventh Street, as indicated on Map 4, shall be prohibited:
1. Adult-oriented business, as defined in the LAMC;
  2. Strip tease show.
- E. **Yard and Setback Regulations.** Notwithstanding the requirements set forth in the LAMC, no Project shall be required to provide front, side or rear yards or building setbacks. A Project shall be required to provide a Private Setback, as defined by this Specific Plan, and as required in Appendix A.

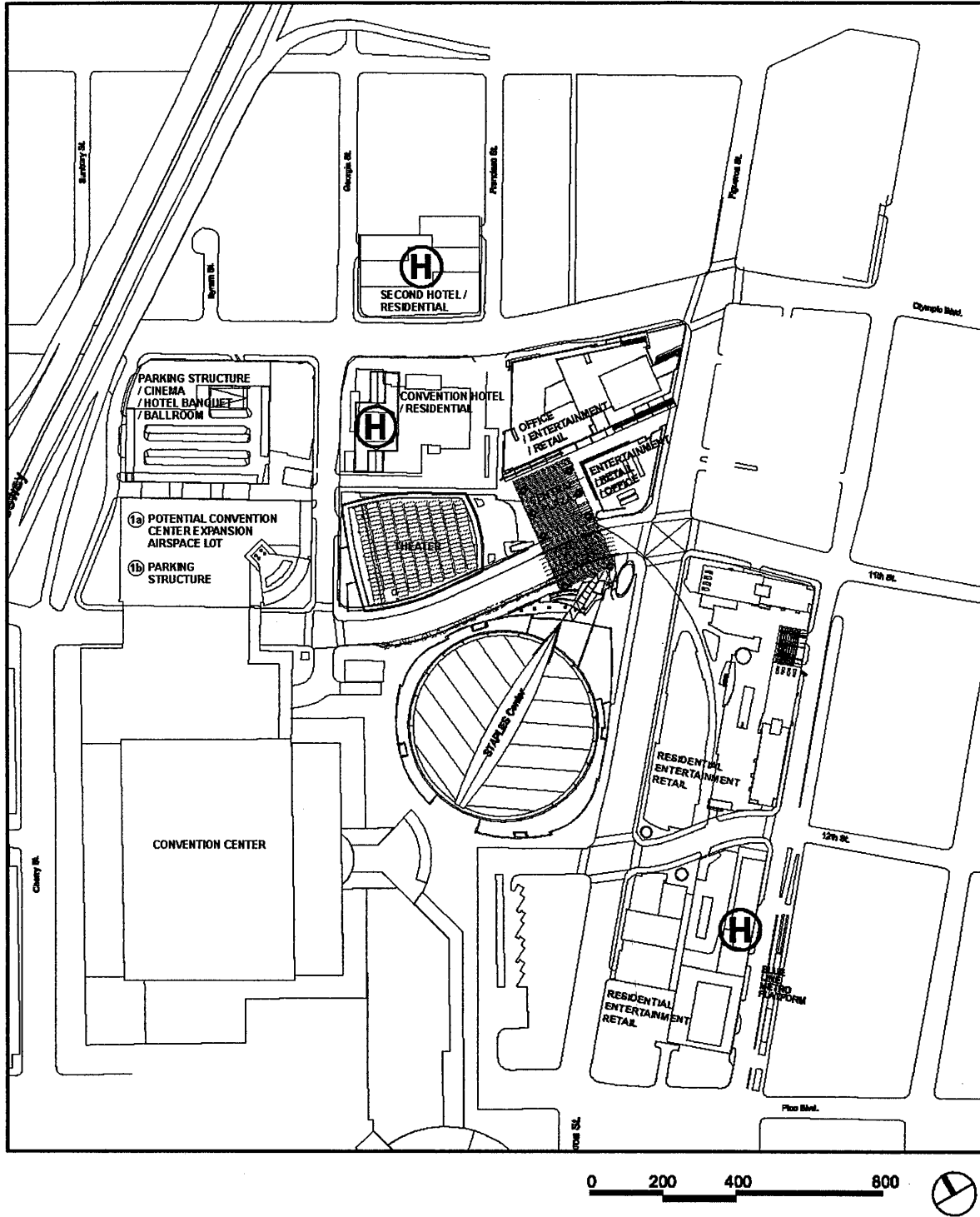
MAP 3  
SUB AREAS



**MAP 4**  
**PROHIBITED USE AREA (Section 9.D)**



**MAP 5  
CONCEPTUAL HELISTOP LOCATIONS (Section 9.C.17)**



Section 10.

**URBAN DESIGN REGULATIONS.**

**A. Building Height and Massing.**

1. **Olympic West Subarea.** The maximum permitted height of any Project on a lot within the Olympic West Subarea, as shown on Map 3 and Diagram 1, shall be limited as follows:

Podium Height: Podiums shall not exceed 100 feet in height.

Tower Height: Towers shall not exceed 150 feet in height; however, the footprint of all Towers in this Subarea combined shall not exceed 20% of total land area within this Subarea.

2. **Olympic East Subarea.** The maximum permitted height and setback of any Project on a lot within the Olympic East Subarea, as shown on Map 3 and Diagram 2, shall be limited as follows:

Podium Height: Podiums shall not exceed 175 feet in height.

Tower Height: Towers shall not exceed 660 feet in height; however, the footprint of all Towers in this Subarea combined shall not exceed 15% of total land area within this Subarea.

Tower Setback: Towers which are adjacent to 11<sup>th</sup> Street frontage shall be set back 20 feet from that edge of the Podium which is adjacent to 11<sup>th</sup> Street.

3. **Olympic North Subarea.** The maximum permitted height and setback for any Project on a lot within the Olympic North Subarea, as shown on Map 3 and Diagram 4, shall be limited as follows:

Podium Height: Podiums shall not exceed 90 feet in height.

Tower Height: Towers shall not exceed 200 feet in height; however the footprint of all Towers in this Subarea combined shall not exceed 60% of the total land within this Subarea.

4. **Figueroa Central Subarea.** The maximum permitted height and setback of any Project on a lot within the Figueroa Central Subarea, as shown on Map 3 and Diagram 3, shall be limited as follows:

Podium Height: Podiums shall not exceed 100 feet in height.

Tower Height: This part of the Subarea may be developed with a combination of tower heights, ranging from over 100 feet up to 494 feet in height, subject to the following limitations:

- (a) The combination of all Towers over 100 feet and up to 160 feet in height shall

not exceed 75% of the total land area within the Subarea; or

(b) The combination of all Towers which are over 160 feet in height shall not exceed 25% of the total land area within the Subarea, and the combination of all Towers which are over 350 feet and up to 494 feet in height shall not exceed 10% of the total land area within the Subarea; or

(c) Alternatively, the Applicant may request the Director of Planning to approve a combination of Tower heights, as long as the total mass (land area coverage) is not greater than the greater of alternatives (a) or (b) above.

**Tower Setback:** Towers which are adjacent to Figueroa Street frontage shall be set back 20 feet from that edge of the Podium which is adjacent to Figueroa Street.

5. **Figueroa South Subarea.** The maximum permitted height of any Project on a lot within the Figueroa South Subarea, as shown on Map 3 and Diagram 4, shall be limited as follows:

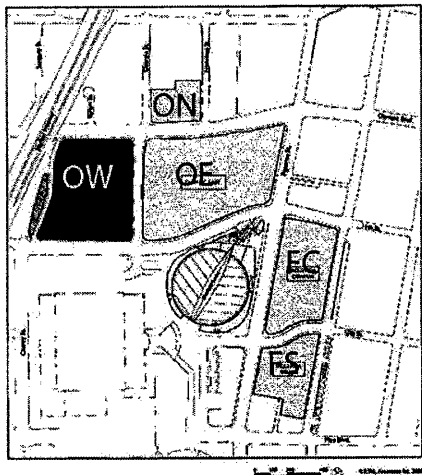
**Podium Height:** Podiums shall not exceed 100 feet in height.

**Tower Height:** Towers shall not exceed 400 feet in height; however, the footprint of all Towers in this Subarea combined shall not exceed 20% of total land area within this Subarea.

**Tower Setback:** Towers which are adjacent to Figueroa Street frontage shall be set back 20 feet from that edge of the Podium which is adjacent to Figueroa Street.

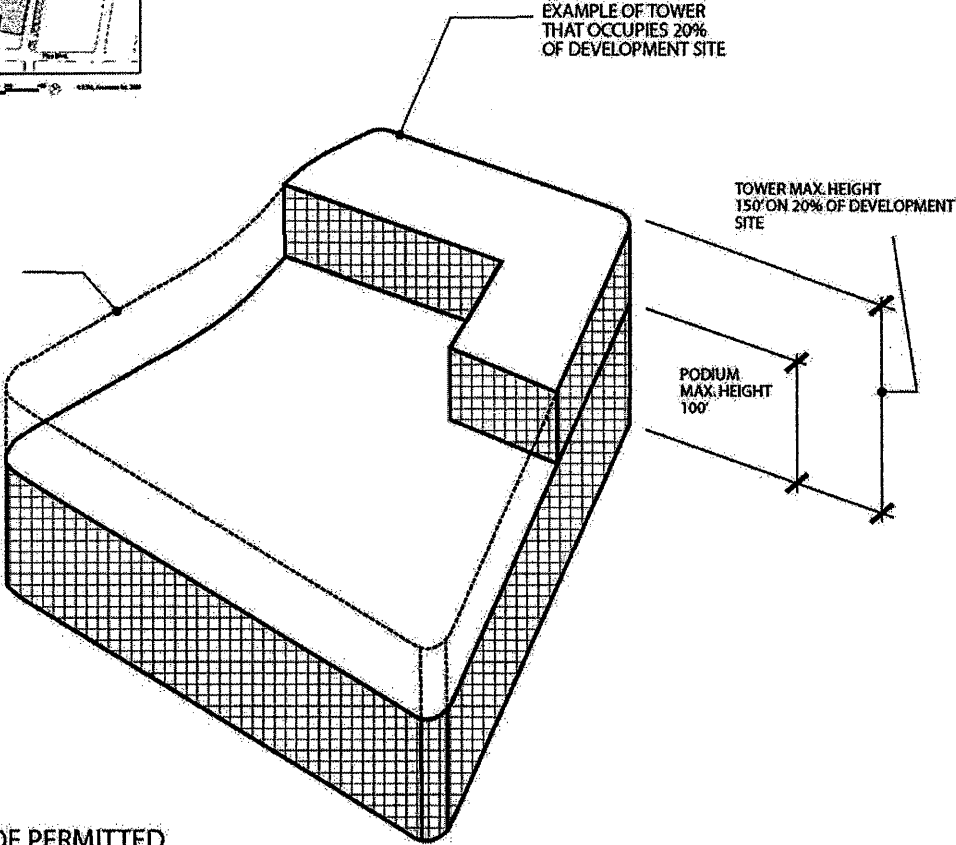
B. **Urban Design Guidelines.** Projects shall comply with the Urban Design Guidelines specified in Appendix A. The City Planning Commission may revise the Urban Design Guidelines after notice and hearing.

EXHIBIT 1  
ALLOWABLE BUILDING HEIGHT & MASSING  
OLYMPIC WEST SUB-AREA



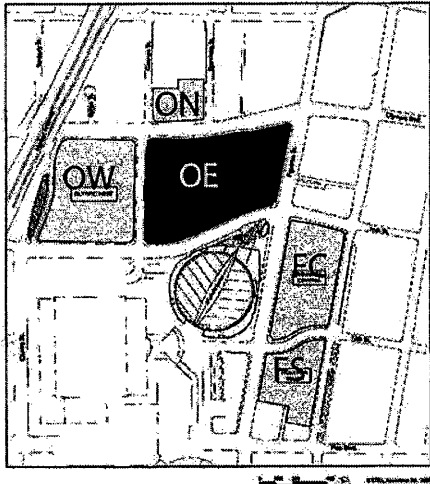
SUB-AREA LOCATION

TOWER MAY BE LOCATED ANYWHERE WITHIN THIS ENVELOPE

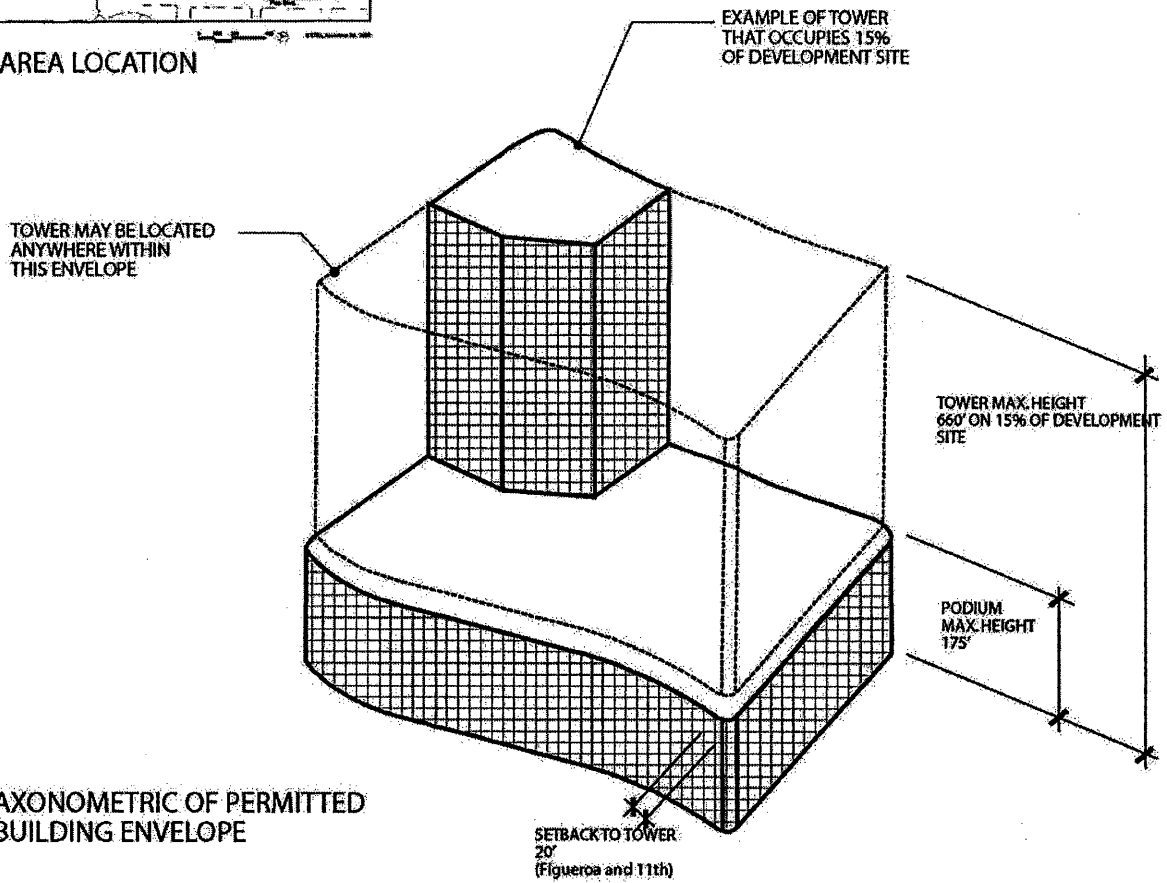


AXONOMETRIC OF PERMITTED BUILDING ENVELOPE

EXHIBIT 2  
ALLOWABLE BUILDING HEIGHT & MASSING  
OLYMPIC EAST SUB-AREA

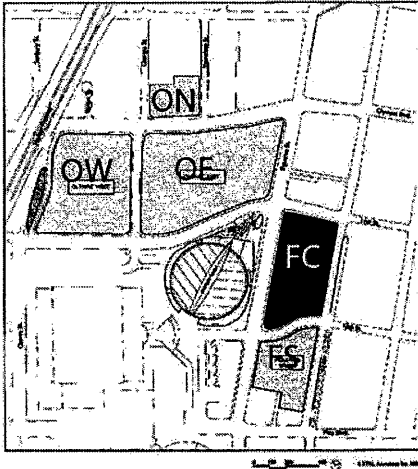


SUB-AREA LOCATION

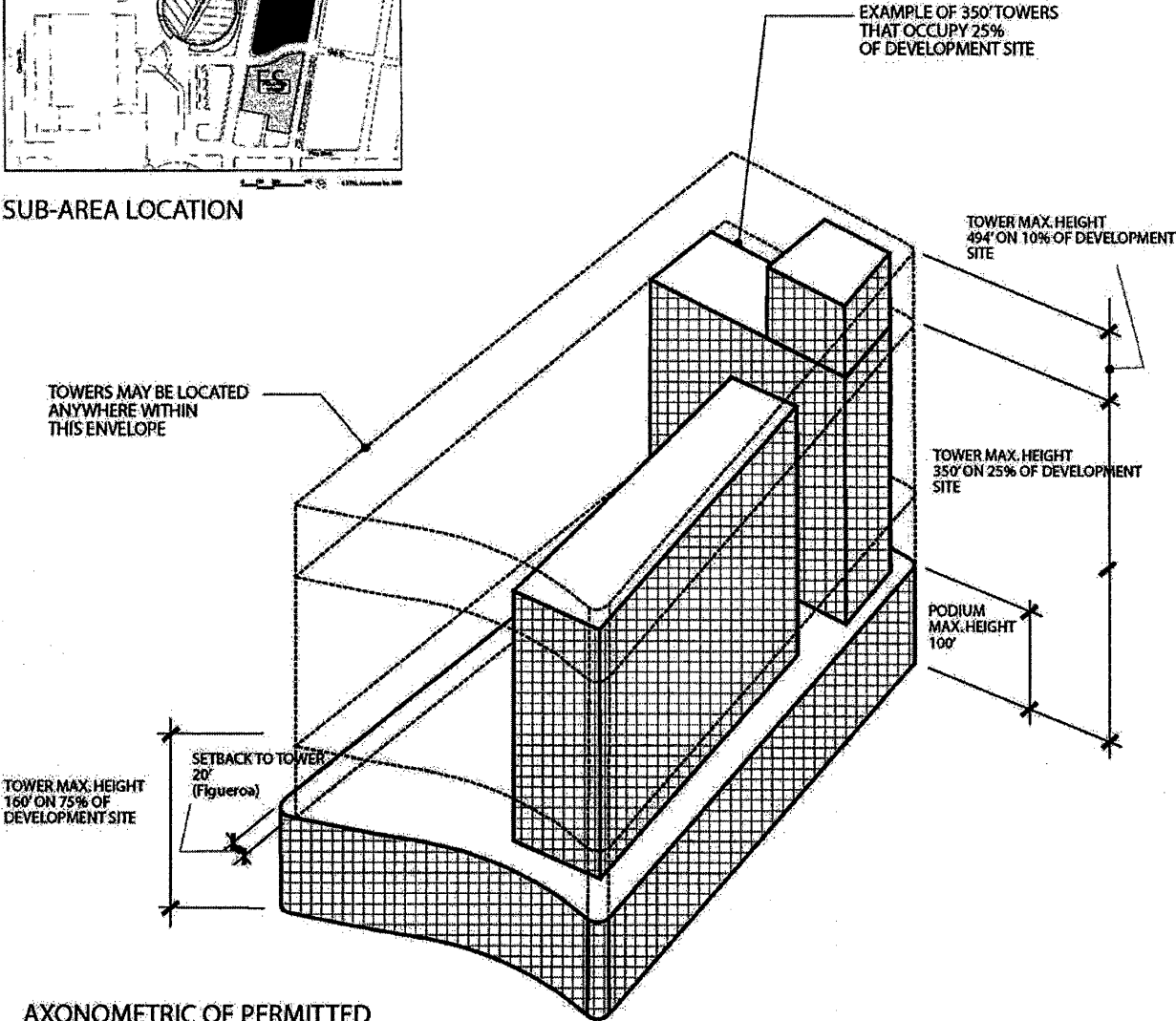


AXONOMETRIC OF PERMITTED BUILDING ENVELOPE

**EXHIBIT 3  
ALLOWABLE BUILDING HEIGHT & MASSING  
FIGUEROA CENTRAL SUB-AREA**

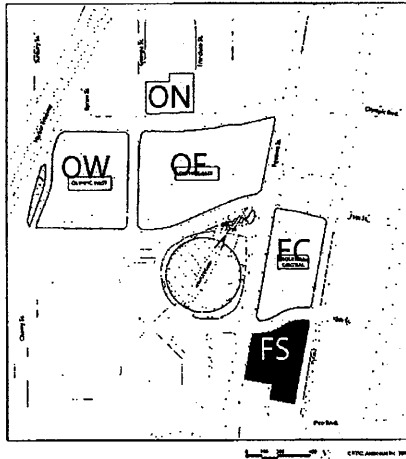


**SUB-AREA LOCATION**



**AXONOMETRIC OF PERMITTED  
BUILDING ENVELOPE**

EXHIBIT 4  
ALLOWABLE BUILDING HEIGHT & MASSING  
FIGUEROA SOUTH SUB-AREA



SUB-AREA LOCATION

TOWER MAY BE LOCATED ANYWHERE WITHIN THIS ENVELOPE

SETBACK TO TOWER 20' (Figueroa)

AXONOMETRIC OF PERMITTED BUILDING ENVELOPE

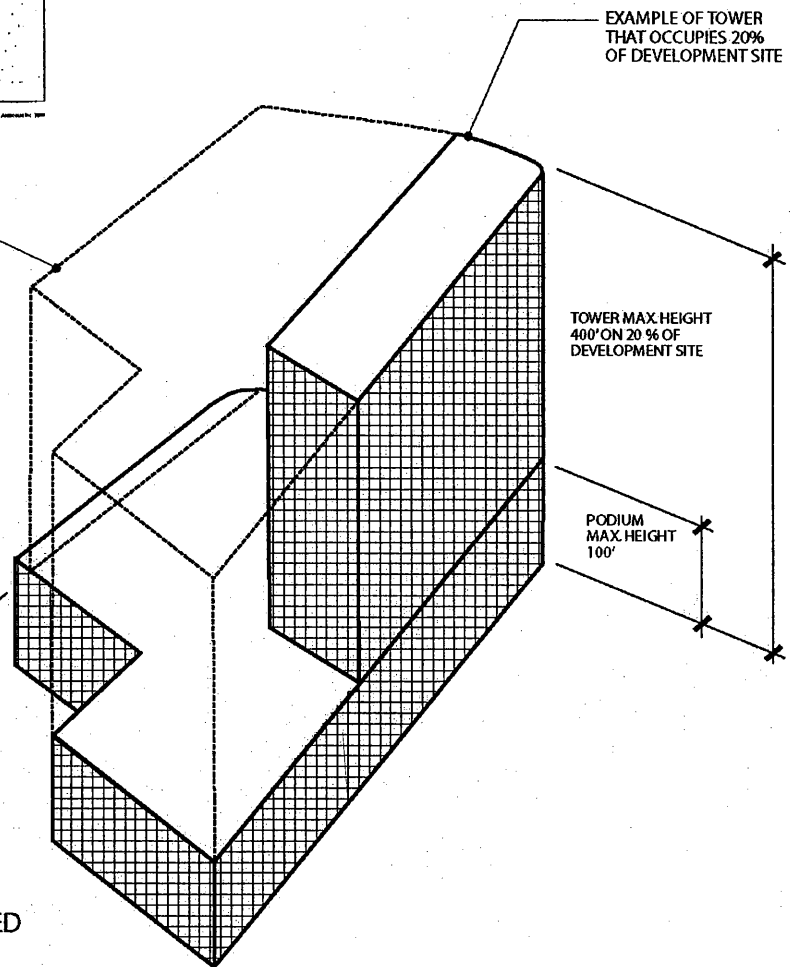
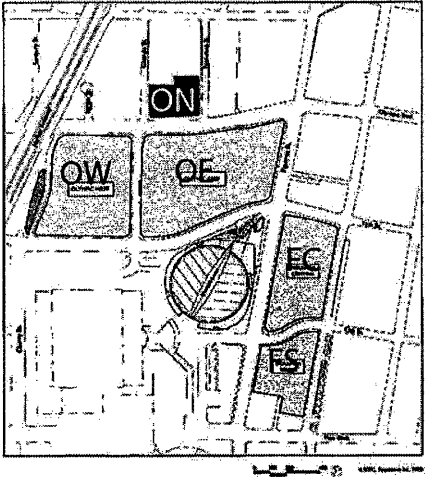
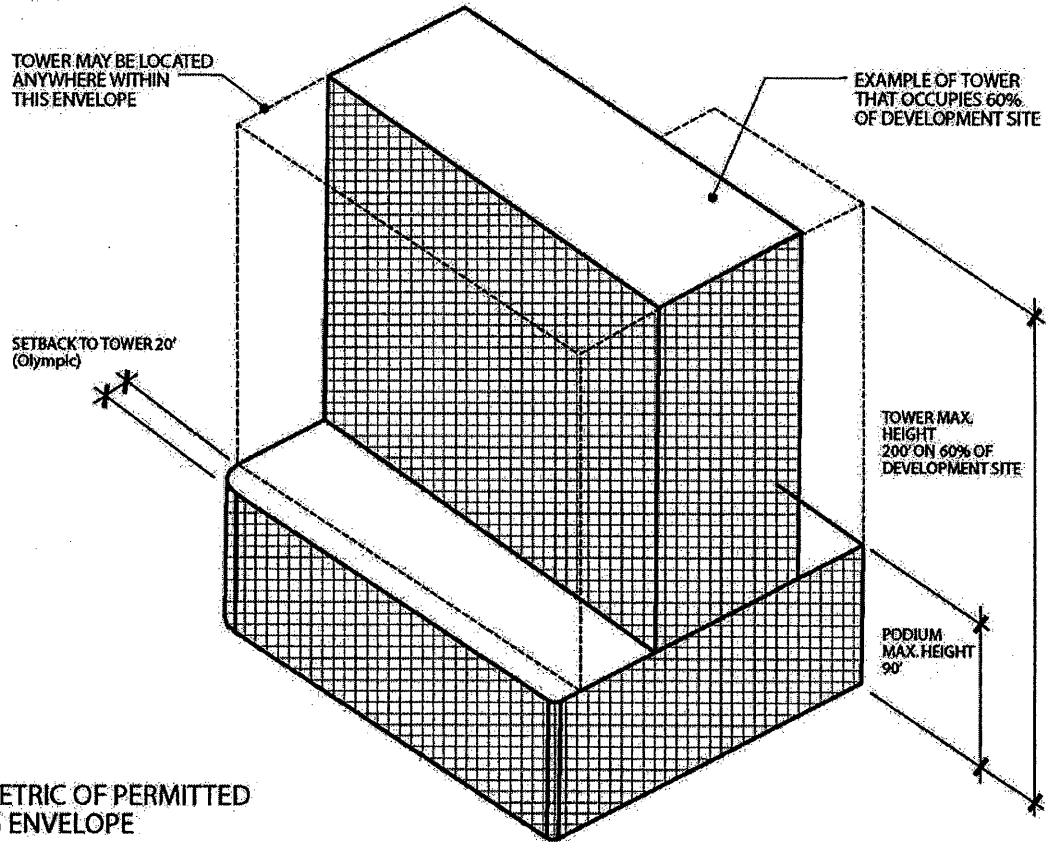


EXHIBIT 4a  
ALLOWABLE BUILDING HEIGHT & MASSING  
OLYMPIC NORTH SUB-AREA



SUB-AREA LOCATION



AXONOMETRIC OF PERMITTED BUILDING ENVELOPE

C. **Central Plaza Regulations.** The Central Plaza area shall be located within the Olympic East Subarea, as indicated on Map 2. The Central Plaza shall be open to the public during normal business hours, except for restricted access during occasional private events. It may include retail and food kiosks and carts. Hours of operation for permitted uses within the Central Plaza shall be 8:00 a.m. to 2:00 a.m., seven days a week. The Central Plaza shall be a minimum of 30,000 square feet in size, and shall be developed in accordance with those guidelines set forth in Appendix A.

D. **Open Space/Landscape/Pedestrian Linkage Regulations.**

1. **General Open Space Requirements.**

- a. A minimum total of 150,000 square feet of open space shall be provided within the Specific Plan area.
- b. Required open space may be located at or above grade, or on rooftops. Parking areas, driveways, service access and facilities shall not qualify as open space.
- c. Required open space may be provided in the form of courtyards, plazas, including the Central Plaza, pedestrian paseos, Private Setbacks, roof terraces, gardens, or other similar outdoor gathering places. Open space may be distributed throughout the Specific Plan area as set forth in Map 5.
- d. Required open space need not be dedicated to the City as publicly owned property.
- e. Open space shall be provided in accordance with the Design Guidelines set forth in Appendix A.

2. **Residential Open Space Requirements.** A minimum total of 150 square feet of residential open space area shall be provided for each residential unit, and may be provided in any combination of common or private residential open space areas.

- a. No more than 50 square feet of the Central Plaza per residential dwelling unit may be used to satisfy this requirement.
- b. Residential open space may be provided at or above grade, or on rooftops.
- c. Except for the Central Plaza and open space provided in connection with buildings that include both Residential Uses and Hotel Uses, common residential open space shall be devoted to the use of inhabitants of the Specific Plan area in order to be counted toward the minimum residential open space requirement. In addition, recreation rooms of at least 600 square feet may qualify for up to 25 percent of the total residential open space area requirements.
- d. Common residential open space areas shall be accessible to all residents and open to the sky, except for a

pedestrian arcade or similar amenity. Additionally, a common open space area shall be a minimum of 400 square feet in area, with no horizontal dimension less than 15 feet, in order to be counted toward the residential open space requirement.

- e. Residential open space may be counted toward the total open space requirement for the Specific Plan area.
- f. A private residential open space area shall be contiguous to the dwelling unit and maintain a minimum eight foot clearance under any projection in order to be counted toward the open space requirement.

**E. General Landscape Requirements.**

- 1. All planted areas shall be designed and installed in compliance with the Design Guidelines set forth in Appendix A.
- 2. Open space areas, including plazas, courtyards and roof terraces, but excluding paseos, the Central Plaza and Pedestrian Linkages, shall contain a minimum of 15% planted area which can include trees, shrubs, and/or groundcovers. Planters, planter boxes and similar planting containers may be counted toward this requirement. Common residential open space areas shall contain a minimum of 25% planted area; however, this requirement does not apply to any indoor recreation room counted toward the open space requirements, pursuant to Subsection D 2 (c) above.
- 3. The Central Plaza shall contain a minimum of ten percent planted area including, but not limited to, trees, shrubs and groundcovers. Planters, planter boxes and similar planting containers may be counted toward this requirement.
- 4. Automatic Irrigation: All planted areas shall be provided with automatic irrigation systems and conform to City's water conservation requirements.
- 5. No additional landscaping shall be required for the interior of those surface parking lots that exist at the time of the adoption of this ordinance. However, perimeter landscaping of existing surface lots shall be maintained so long as the surface lot is maintained.

**F. General Pedestrian Linkage Requirements.**

- 1. Pedestrian Linkages shall be provided, as set forth in Exhibit 5. Pedestrian linkages shall link the Specific Plan with the following surrounding uses/districts:

LA Convention Center  
STAPLES Center  
South Park District.  
7<sup>th</sup>/Flower Metro Station.  
Pico/Flower Metro Station.  
Central Business District (CBD).

- 2. Pedestrian Linkages shall consist of attractive hardscape, landscape, lighting improvements, and directional signs. Accordingly, projects shall provide a public sidewalk width

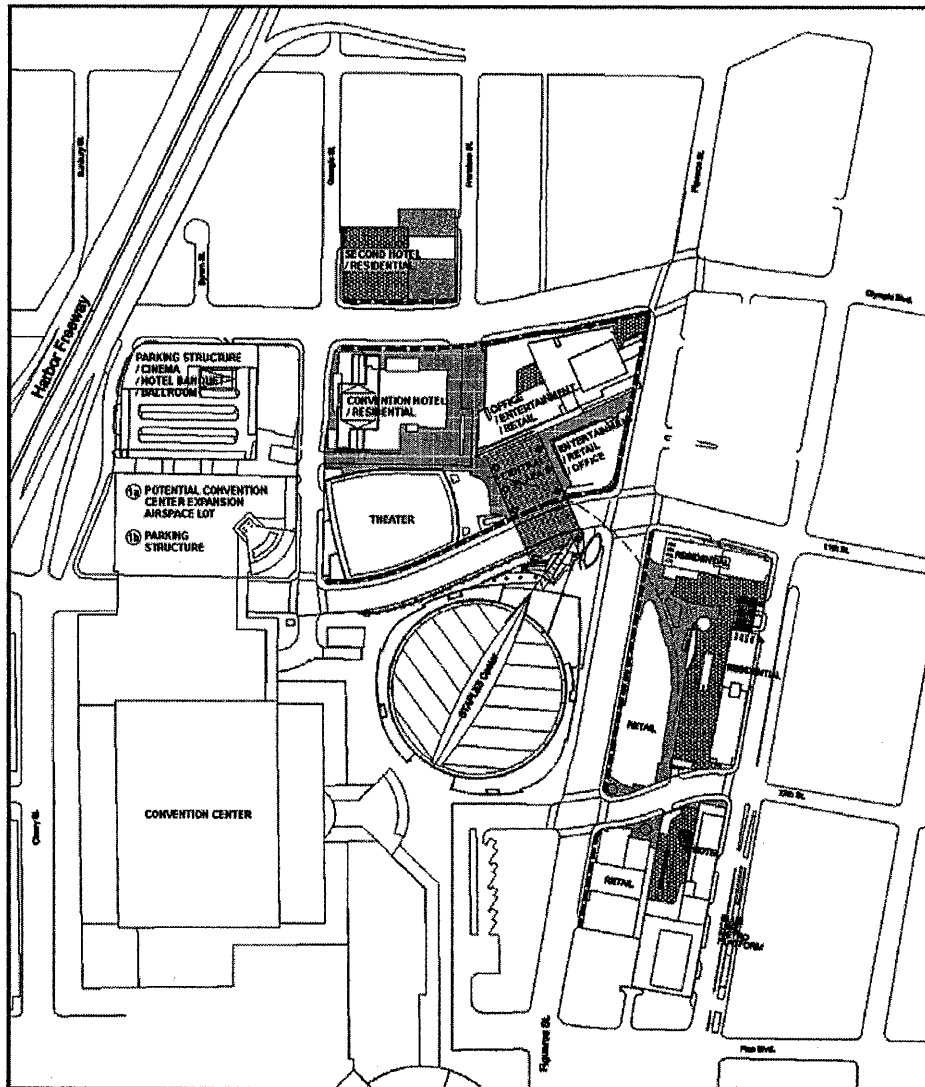
and a Private Setback width, as set forth in Appendix A. In most instances, the public sidewalk shall be 15 feet in width. However, due to limited public right-of-way, should the public sidewalk be less than 15 feet in width, the Applicant shall record a non-exclusive easement in favor of the City of Los Angeles over that portion of the adjoining Private Setback area, in order to achieve a total of 15 feet in width for public sidewalk purposes. The easement shall prohibit constructions or erections of any permanent barriers, such as permanent planters, curbs or railings, but shall permit placement of temporary or movable items, such as planters, street furniture, tables, chairs or benches. The easement shall be required prior to issuance of a certificate of occupancy for the Project, and the easement shall be reviewed and approved by the City prior to recordation.

The Specific Plan requires the provision of private setbacks in certain locations to increase the width of the pedestrian realm, as required by Design Guideline 2 of Appendix A. Street furniture, sidewalk dining amenities, tables, chairs, lighting, heating, decorative dining area railings no higher than 42", and other such elements are permitted within this setback, subject to the approval of the Director of Planning. Service and washing areas, habitable structures, and dining area enclosures above 42" are not permitted.





Notwithstanding the above, within the Olympic East subarea only, buildings may encroach into the Private Setback area, provided that such building encroachments are 30 feet or more above grade and otherwise conform to the Design Guidelines outlined in Appendix A. Building encroachments which are less than 30 feet from grade shall be permitted only pursuant to a Director's finding that such building encroachment does not impact pedestrian uses and streetscape trees and other amenities within the Private Setback area.

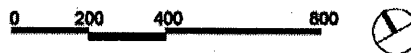
3. Bus stops located along Pedestrian Linkages shall provide appropriate landing areas for pedestrian boarding or disembarking.
4. LASED Streetscape Plan. All Projects shall comply with the LASED Streetscape Plan set forth in Appendix F.
5. Prior to issuance of a certificate of occupancy for any Project, the Director may require the Applicant to record a covenant guaranteeing to the City that the Project shall improve and maintain the public right-of-way in accordance with the LASED Streetscape Plan. Prior to recordation, the City Planning Department must review and approve any required covenant.

**MAP 6  
GENERAL OPEN SPACE COMPONENTS**

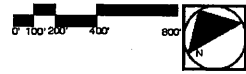


**OPEN SPACE COMPONENTS**

-  PLAZA / PASEO (94.9 KSF / 2.18 AC)
-  TERRACE (141.1 KSF / 3.23 AC)
-  PRIVATE SETBACK (25.8 KSF / 0.59 AC)
-  CENTRAL PLAZA (30.3 KSF / 0.70 AC)



**EXHIBIT 5  
PEDESTRIAN LINKAGES**



**Section 11.**

**ELEVENTH STREET PEDESTRIAN AREA.**

- A. **Purpose.** The Specific Plan permits that Eleventh Street, between Figueroa Street and Georgia Street, will be used as a public gathering place and a place for public activities during non-peak hour traffic periods, subject to the approval of the General Manager and pursuant to applicable State law.
- B. **Limitations on Use.** During those non-peak hour traffic periods, when Eleventh Street is not required for use as a public right-of-way for vehicular traffic, as determined by the General Manager, retail and food kiosks and carts may be permitted within the Eleventh Street Pedestrian Area. No alcoholic beverages may be sold or served within the Eleventh Street Pedestrian Area.
- C. **General Design Requirements.** The following requirements shall be designed and implemented subject to the approval of the General Manager.
1. The use of Eleventh Street as a Pedestrian Area shall be limited to that portion of Eleventh Street between Georgia Street and Figueroa Street.
  2. Temporary closure of the street to vehicular traffic shall be accomplished with traffic barriers, removable bollards or other devices. The Applicant shall submit a temporary closure plan to the Department of Transportation for review and approval prior to the start of any closure.
  3. The roadway width of Eleventh Street used for vehicular traffic shall be a minimum of 65 feet and equipped with rolling curbs, removable bollards or similar devices that define the edge of the area used for vehicular traffic when operating as a through street.
  4. Permanent street trees and planting shall be restricted to outside of vehicular space; removable planters shall be permitted within vehicular space only during those periods of street closure.
  5. Special paving treatment shall differentiate that portion of the street under temporary closure and shall complement and unify this space with the Central Plaza and Star Plaza at STAPLES Center satisfactory to the General Manager and to the Bureau of Engineering.
  6. Permanent furniture shall be restricted to outside of vehicular space; removable furniture shall be permitted within vehicular space only during those periods of street closure.
  7. The Eleventh Street Pedestrian Area shall be developed in accordance with those guidelines set forth in Appendix A.
  8. An annual closure plan shall be submitted to the Departments of Public Works and Transportation and may be included in the Annual Report provided for in any Development Agreement involving the Specific Plan area.

## Section 12.

### ON-SITE ALCOHOL CONSUMPTION REGULATIONS.

The sale and service of alcoholic beverages for on-site consumption shall be permitted. Entities that sell and serve alcoholic beverages for on-site consumption shall obtain approvals from other jurisdictions, as required, including licenses or permits from the State Department of Alcoholic Beverage Control (ABC). In connection with any requested amendments to Section 12 or Section 13 of the Specific Plan, the Community Advisory Group identified in the Community Benefits Program set forth in the Development Agreement shall be provided early notification of the application filing by the Planning Department.

**A. LASED Alcohol Use Approvals for Alcoholic Beverage Sales for On-Site Consumption.** Except as set forth below, Alcohol Use Approvals shall be allowed for the sale and service of a full line of alcoholic beverages for on-site consumption and processed pursuant to the procedures in LAMC Section 12.24 M:

1. **Establishments.** A maximum of twenty-two establishments, which include but are not limited to, hotels, restaurants, night clubs, theaters or bars. Each hotel shall be considered a single establishment and shall be permitted to sell a full line of alcoholic beverages: (i) as part of its banquet, lobby, meeting room, pool area and room services; (ii) within mini-bars located in each guest room; and (iii) within other establishments that are physically located within the hotel. The Convention Center Hotel shall be considered a single establishment, as set forth in this Section 12.A.1, even if it is comprised of more than one hotel on the Significant Hotel Parcel. One performing arts center shall be considered a single establishment and shall be permitted to sell a full line of alcoholic beverages.
2. **Special events.** One entity within the Central Plaza area for special event purposes. No alcoholic beverages may be sold or served within the Eleventh Street Pedestrian Area.
3. **Requirements regarding purchase of existing alcoholic beverage permits.** Of the twenty-two on-site Alcohol Use Approvals and the two off-site Alcohol Use Approvals allowed by this Specific Plan, seven shall be purchased from existing State ABC licensed establishments located outside of the Specific Plan area and within the Central City Community Plan Area or the Pico Union I and II Redevelopment Project Areas. For every five Alcohol Use Approvals issued, at least one shall be from among the seven State ABC licenses required to be purchased from existing licensed establishments, as referenced above. In addition to these seven permits which are required to be purchased, a good-faith effort shall be made, to the satisfaction of the Zoning Administrator, to purchase an additional three State ABC licenses from existing licensed establishments which are located outside of the Specific Plan area and within the Central City Community Plan Area and the Pico Union I and II Redevelopment Project Areas. Further, of the seven State ABC licenses which are required to be purchased, there shall be a priority to acquire these permits from establishments that have created problems in the community, as determined by the State ABC.

**B. Conditions.** Conditions for on-site alcohol consumption, consistent with the volunteered conditions identified in the Development Agreement are listed in Table 1. The Zoning Administrator, or his

or her designee, through the Alcohol Use Approval process, shall review applications for compliance with Table 1.

Applicants for Alcohol Use Approval shall also provide the following information, as applicable: number of seats; square footage and floor plan; signage; security measures to be provided; the proposed menu, if applicable; number of employees at any given time; minimum age requirements for patrons and enforcement measures.

- C. **Public Hearings by a Zoning Administrator.** The Zoning Administrator shall conduct public hearings on at least six of the twenty-four Alcohol Use Approval applications, with particular attention to nightclubs and Sportsbars, but may conduct public hearings on any of the twenty-four Alcohol Use Approvals.
- D. **Discontinuance of Use.** Notwithstanding LAMC Section 12.24 Q to the contrary, the twenty-four Alcohol Use Approvals permitted by this Specific Plan shall continue through the life of the Specific Plan. However, the Zoning Administrator may require an additional Alcohol Use Approval for replacement establishments if there is reasonable and credible evidence of nuisance activities associated with the previous establishment.
- E. **Revocation.** If the conditions of this Subsection have not been complied with, the City may give notice to the property owner or lessee of the real property affected to appear at a time and place fixed by the City and show cause why the use permitted by this Subsection should not be modified, discontinued or revoked. These proceedings shall be in accordance with LAMC Section 12.24 Z.

### Section 13.

#### **OFF-SITE ALCOHOL CONSUMPTION REGULATIONS.**

The sale and service of alcoholic beverages for off-site consumption shall be permitted. Establishments that sell alcoholic beverages for off-site consumption shall obtain approvals from other jurisdictions, as required, including licenses or permits from the ABC. In connection with any requested amendments to Section 12 or Section 13 of the Specific Plan, the Community Advisory Group identified in the Community Benefits Program set forth in the Development Agreement shall be provided early notification of the application filing by the Planning Department.

- A. **LASED Alcohol Use Approvals for Alcoholic Beverages for Off-Site Consumption.** Two Alcohol Use Approvals shall be allowed for the sale of a full line of alcoholic beverages for off-site consumption, as follows:
  - 1. **Establishments.** A maximum of two permits.
  - 2. **Requirements regarding purchase of existing alcoholic beverage permits.** Of the twenty-two on-site Alcohol Use Approvals and the two off-site Alcohol Use Approvals allowed by this Specific Plan, seven shall be purchased from existing State ABC licensed establishments located outside of the Specific Plan area and within the Central City Community Plan Area or the Pico Union I and II Redevelopment Project Areas. For every five Alcohol Use Approvals issued, at least one shall be from among the seven State ABC licenses required to be purchased from existing licensed establishments, as referenced above. In addition to these seven permits which are required to be purchased, a good-

faith effort shall be made, to the satisfaction of the Zoning Administrator, to purchase an additional three State ABC licenses from existing licensed establishments which are located outside of the Specific Plan area and within the Central City Community Plan Area and the Pico Union I and II Redevelopment Project Areas. Further, of the seven State ABC licenses which are required to be purchased, there shall be a priority to acquire these permits from establishments that have created problems in the community, as determined by the State ABC.

- B. **Conditions.** Conditions for off-site alcohol consumption, consistent with the volunteered conditions identified in the Development Agreement are listed in Table 2. The Zoning Administrator, or his or her designee, through the Alcohol Use Approval process, shall review applications for compliance with Table 2.

Applicants for Alcohol Use Approvals shall also provide the following information, as applicable: square footage and floor plan; amount of shelf space anticipated for display and sale of alcoholic beverages; signage; security measures to be provided; the number of employees at any given time.

- C. **Public Hearings by a Zoning Administrator.** The Zoning Administrator shall conduct public hearings on at least six of the twenty-four Alcohol Use Approvals applications, with particular attention to nightclubs and Sportsbars, but may conduct public hearings on any of the twenty-four Alcohol Use Approvals.
- D. **Discontinuance of Use.** Notwithstanding LAMC Section 12.24 Q to the contrary, the twenty-four Alcohol Use Approvals permitted by this Specific Plan shall continue through the life of the Specific Plan. However, the Zoning Administrator may require an additional Alcohol Use Approval for replacement establishments if there is reasonable and credible evidence of nuisance activities associated with the previous establishment.
- E. **Revocation.** If the conditions of this Subsection have not been complied with, the City may give notice to the property owner or lessee of the real property affected to appear at a time and place fixed by the City and show cause why the use permitted by this Subsection should not be modified, discontinued or revoked. These proceedings shall be in accordance with LAMC Section 12.24 Z.

## TABLE 1

### CONDITIONS FOR ON-SITE CONSUMPTION PERMITS

1. All owners, operators, managers and employees serving and/or selling alcohol to patrons shall enroll in and complete a certified, ABC-recognized, training program for the responsible service of alcohol. This training shall be scheduled for new employees within 30 days of the opening of the establishment or within 30 days after the start of employment, whichever applies. This training shall be renewed each year by all employees who serve and/or sell alcoholic beverages. A record of the completion of this training program shall be maintained on the premises and shall be presented upon request of the Zoning Administrator.
2. The sale of distilled spirits by the bottle, for on-site consumption, is permitted in accordance with State ABC licenses.
3. No employee, while working, shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while on the premises. No employee, while working, shall be engaged for the specific purpose of sitting with or otherwise spending time with customers while on the premises.
4. No booth or group seating shall be installed which completely prohibits observation of the occupants.
5. A "Designated Driver Program" shall be operated to provide an alternate driver for patrons unable to safely operate a motor vehicle. This program may include, but shall not be limited to, free non-alcoholic drinks for the designated driver of each group of patrons and promotion of the program at each table within the establishment. Each operator shall submit details of the program to the Director for review and approval prior to the opening of any facility offering alcoholic beverages.
6. A sufficient number of security personnel, as determined by the Zoning Administrator (with a minimum of one security officer for each Alcohol Use Approval), under the control of the respective property owners or operators of the establishment, shall be provided. Each security officer shall complete a training program, developed in consultation with the Los Angeles Police Department (LAPD). These security personnel shall monitor and patrol areas where establishments selling alcohol for on-site consumption are located. Security personnel shall be on duty during the hours of operation of the establishments and shall also be on duty thirty minutes prior to opening of the establishment and thirty minutes after closing of the establishment. The security personnel shall also patrol parking areas serving these establishments to prevent any unusual disturbances within the Project site and to assist and report, as necessary, to proper authorities any loitering, trespassing, or other criminal activities in the general vicinity of the Project site. The LAPD shall be notified of special events as far in advance as feasible.
7. The Zoning Administrator shall consult with LAPD for recommendations regarding security measures for adequate protection to visitors and employees of the site, and impose those conditions which he or she deems to be necessary and feasible. The Zoning Administrator shall also notify the LAPD of the identity of each proposed operator of an establishment so that the LAPD can ascertain whether the operator has any prior record of criminal activity.
8. Recommendations of the Fire Department relative to fire safety shall be incorporated into all building plans, to the satisfaction of the Fire Department.
9. The Project shall include appropriate security design features for semi-public and private spaces, which may include, but shall not be limited to: access control to buildings; secured parking facilities; walls/fences with key security; lobbies, corridors and elevators equipped with electronic surveillance systems; well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment; and location of toilet facilities or building entrances in high foot traffic areas.
10. The Applicant shall provide Project plans to the LAPD prior to finalization, to allow time to review the plans regarding additional crime prevention features appropriate to the design of the Project.
11. Establishments may serve alcohol 10:00 a.m. - 2:00 a.m., 7 days per week. Mini-bars located within hotel guest rooms and room service shall not be limited in the hours of alcohol service.

12. All graffiti on the site shall be removed or painted over in the same color as the surface to which it is applied within 24 hours of its occurrence.
13. A copy of this Table shall be retained at all times on the premises in each establishment which serves alcoholic beverages and shall be produced immediately upon the request of the Director or the LAPD.
14. Within 60 days after the issuance of the certificate of occupancy for an establishment, the Applicant shall execute a covenant acknowledging and agreeing to comply with all the terms and conditions established in this Specific Plan and record it in the County Recorder's Office. This agreement shall run with the land and be binding on any subsequent owners, heirs or assigns. The Applicant shall submit this agreement to the Zoning Administrator for approval before being recorded. After recordation, the Applicant shall provide a copy bearing the Recorder's number and date to the Zoning Administrator.
15. The Applicant shall ensure that no alcoholic beverages which are purchased within the Applicant's establishment are consumed on any property adjacent to the licensed premises that is under the control of the Applicant, except the Central Plaza and private setback areas.
16. The Applicant shall be responsible for maintaining free of litter the area adjacent to the establishment that is under the control of the Applicant.
17. All public telephones shall be located within the interior of the establishment structure. No public phones shall be located on the exterior of the premises under the control of the establishment.
18. The Applicant shall monitor the area under its control, in an effort to prevent the loitering of persons about the premises
19. Restaurants/Cafes. The following conditions shall apply to restaurants/cafes:
  - a. These establishments may include a bar or lounge area, which is separate from the main food service area of the establishment.
  - b. Sales of alcoholic beverages shall only be made from behind a counter where an employee of the restaurant/café obtains the product. No self-service of alcoholic beverages shall be permitted.
  - c. Sales of alcoholic beverages for consumption off the premises is prohibited. Sales of alcoholic beverages from drive-up or walk-up windows is prohibited.
  - d. Gross annual sales of alcoholic beverages shall not exceed 50% of the total gross annual restaurant sales.
  - e. Entertainment activities, such as live or recorded music, may be permitted so long as no less than 50% of the restaurant floor area is dedicated to food preparation, food service and eating areas.
  - f. No more than two pool tables are permitted for each restaurant.
  - g. There shall be a full-service kitchen and a full menu.
  - h. A minimum of six of the twenty-two on-site consumption permits within the Specific Plan shall be for Restaurant/Cafes.
20. Sports Bar. The following conditions shall apply to Sports Bars:
  - a. These establishments may include a bar or lounge area, which is separate from the main food service area of the establishment.
  - b. Sales of alcoholic beverages for consumption off the premises is prohibited. Sales of alcoholic beverages from drive-up or walk-up windows is prohibited.

- c. Persons under 21 years of age shall not be admitted into those areas dedicated exclusively for pool tables, a bar or a cocktail lounge after the sale of food items have been discontinued.
  - d. Within one year from the date an Alcohol Use Approval is issued for a Sports Bar establishment, the Applicant shall file an application with the Zoning Administrator's office for a review of the operations of the establishment. In addition, the Applicant shall file an application with the Zoning Administrator's Office for a review of the operations of the establishment every two years thereafter, unless the Zoning Administrator determines that the two-year reviews are no longer necessary. The Zoning Administrator shall review the operations of the establishment, to verify it is in compliance with all conditions of approval. The Zoning Administrator may impose any modification to the conditions of approval, as necessary. If the Zoning Administrator deems it necessary or if there has not been compliance with the conditions imposed on the operation of the establishment, the Zoning Administrator may require a public hearing for this one-year review, in addition to those public hearings referenced in Sections 12 C and 13 C.
  - e. Each Sports Bar may include other entertainment activities, such as live or recorded music, dancing, pool tables or other coin-operated/non-coin-operated games of skill.
21. Nightclubs/Bars. The following conditions shall apply to nightclubs and bars:
- a. Persons under 21 years of age shall not be permitted within any Nightclub or bar when alcohol is being served. Signage shall be prominently posted on the exterior of the establishment, stating this age restriction.
  - b. Within one year from the date an Alcohol Use Approval is issued for a Nightclub establishment, the Applicant shall file an application with the Zoning Administration's office for a review of the operations of the establishment. In addition, the Applicant shall file an application with the Zoning Administrator's Office for a review of the operations of the establishment every two years thereafter, unless the Zoning Administrator determines that the two-year reviews are no longer necessary. The Zoning Administrator shall review the operations of the establishment, to verify it is in compliance with all conditions of approval. The Zoning Administrator may impose any modification to the conditions of approval, as necessary. If the Zoning Administrator deems it necessary or if there has not been compliance with the conditions imposed on the operation of the establishment, the Zoning Administrator may require a public hearing for this one-year review, in addition to those public hearings referenced in Sections 12 C and 13 C.
22. Sales of alcohol for off-site consumption shall be prohibited.

**TABLE 2**

**CONDITIONS FOR OFF-SITE CONSUMPTION ALCOHOL USE APPROVALS.**

1. All owners, operators, managers and employees serving and/or selling alcohol to patrons shall enroll in and complete a certified, ABC-recognized, training program for the responsible service of alcohol. This training shall be scheduled for new employees within 30 days of the opening of the establishment or within 30 days after the start of employment, whichever applies. This training shall be renewed each year by all employees who serve and/or sell alcoholic beverages. A record of the completion of this training program shall be maintained on the premises and shall be presented upon request of the Zoning Administrator.
2. Of the two Alcohol Use Approvals for off-site consumption, which are permitted by this section, one shall be located and operated in conjunction with the residential components of the Specific Plan, such as a grocery store, drug store, or similar uses that are intended to primarily serve the residential uses in the Specific Plan area.
3. No employee, while working, shall solicit or accept any alcoholic beverage from any customer while on the premises.
4. A sufficient number of security personnel, as determined by the Zoning Administrator (with a minimum of one security officer for each Alcohol Use Approval), under the control of the respective property owners or operators of the establishment, shall be provided. Each security officer shall complete a training program, developed in consultation with the Los Angeles Police Department (LAPD). These security personnel shall monitor and patrol areas where establishments selling alcohol for off-site consumption are located. Security personnel shall be on duty during the hours of operation of the establishments and shall also be on duty thirty minutes prior to opening of the establishment and thirty minutes after closing of the establishment. The security personnel shall also patrol parking areas serving these establishments to prevent any unusual disturbances within the Project site and to assist and report, as necessary, to proper authorities any loitering, trespassing, or other criminal activities in the general vicinity of the Project site. The LAPD shall be notified of special events as far in advance as feasible.
5. The Zoning Administrator, or his/her designee, shall consult with LAPD for recommendations regarding security measures for adequate protection to visitors and employees of the site, and impose those conditions which he or she deems to be necessary and feasible. The Zoning Administrator shall also notify the LAPD of the identity of each proposed operator of an establishment so that the LAPD can ascertain whether the operator has any prior record of criminal activity.
6. The Project shall include appropriate security design features for semi-public and private spaces, which may include, but shall not be limited to: access control to buildings; secured parking facilities; walls/fences with key security; lobbies, corridors and elevators equipped with electronic surveillance systems; well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment; and location of toilet facilities or building entrances in high foot traffic areas.
7. The Applicant shall provide Project plans to the LAPD prior to finalization, to allow time to review the plans regarding additional crime prevention features appropriate to the design of the Project.
8. A copy of this Table shall be retained at all times on the premises in each establishment that sells alcoholic beverages and shall be produced immediately upon the request of the Director or the LAPD.
9. Within 60 days after the issuance of the certificate of occupancy for an establishment, the Applicant shall execute a covenant acknowledging and agreeing to comply with all the terms, conditions established in this Specific Plan and shall record the agreement in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement must be submitted to the Zoning Administrator for approval before being recorded. After recordation, the Applicant shall provide a copy bearing the Recorder's number and date to the Zoning Administrator.

10. Sales of alcoholic beverages from drive-up or walk-up windows is prohibited.
11. The Applicant shall ensure that no alcoholic beverages which are purchased within the Applicant's establishment are consumed on any property adjacent to the licensed premises that is under the control of the Applicant.
12. The Applicant shall be responsible for maintaining free of litter the area adjacent to the establishment, which is under the control of the Applicant.
13. All public telephones shall be located within the interior of the establishment structure. No public phones shall be located on the exterior of the premises under the control of the establishment.
14. All graffiti on the site shall be removed or painted over in the same color as the surface to which it is applied within 24 hours after its occurrence.
15. The Applicant shall monitor the area under its control, in an effort to prevent the loitering of persons about the premises.
16. Drug Stores/Grocery Stores. The following conditions shall apply to Drug Stores and Grocery Stores:
  - a. The sales of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. and 10:00 p.m., seven days a week.
  - b. No wine shall be sold with an alcoholic content of greater than 15% by volume, except for "dinner wines" which have been aged two years or more and which are maintained in corked bottles.
  - c. The sale of beer or malt beverages in individual containers of one quart, 22 ounces or 32 ounces is prohibited. No beer or malt beverages may be sold in quantities of less than six containers per sale.
  - d. Beer, malt beverages and wine coolers in individual containers of 16 ounces or less is prohibited. These individual containers that are 16 ounces or less must be sold in manufacturer's pre-packaged, multi-unit quantities.
  - e. Wine and distilled spirits shall not be sold in bottles or containers smaller than 750 milliliters. Beer coolers, wine coolers or pre-mixed distilled spirit cocktails must be sold in manufacturer's pre-packaged, multi-unit quantities.
17. On-site consumption of alcoholic beverages may be permitted when provided in conjunction with a gourmet wine store.

**Section 14.**

**TRANSPORTATION AND PARKING REGULATIONS.**

- A. **Project Trip Generation.** In conjunction with each Project Permit Compliance Review application, the Applicant shall calculate the number of Trips for a Project and submit the calculation to the General Manager for review and approval. The calculation of Trips for each Project shall be based on the Trip Generation Table in Appendix B. The City Planning Commission, after notice and hearing, may for good cause, revise the Trip Generation Table based upon the recommendations of the Director and the General Manager.

Trips for a Project having more than one use shall be calculated by adding together the Trips generated by the proportion of Floor Area of the Project devoted to each use unless the General Manager, based on reasonable methods, determines otherwise.

The General Manager shall use reasonable methods to determine the appropriate number of Trips for Projects which include a use not listed in the Trip Generation Table or a recognized data source, such as the Institute of Transportation Engineers (ITE) Trip Generation tables.

The General Manager's determination shall reflect the anticipated effect of the Pass-By Trips, use of transit, trips remaining internal to the Project, Trips generated by existing uses on the Project site, trips related jointly to STAPLES Center and Los Angeles Convention Center, and implementation of other transportation demand management measures.

The Applicant may appeal the General Manager's calculation of Trips to the Area Planning Commission within 15 days from the date of mailing of the General Manager's written determination. Upon appeal, the Commission shall, for good cause, sustain, reverse or modify the General Manager's calculation within 30 days of the filing of the appeal. If the Commission fails to act within this specified time, the calculation by the General Manager shall be the final determination.

**B. Required Traffic Improvements.**

1. **Phasing Plan.** Prior to the issuance of the first Project Permit Compliance, the Applicant shall submit a Traffic Mitigation Phasing Plan (TMPP) to the General Manager for approval. The Plan shall identify which improvements must be constructed in connection with individual development sites. The General Manager, in consultation with the Director and the Applicant, may modify the approved TMPP, if he or she determines the TMPP to be infeasible.

2. **Improvement Assignments.** Prior to the issuance of a Project Permit Compliance Review approval for a Project, the General Manager, in consultation with the Director of Planning and the applicant, shall assign traffic improvements to the Project, from the list in Appendix C. Applicants may seek assignment of Project traffic improvements for individual trips, or for entire phases of development.

3. **Guarantee of Traffic Improvements.**

- a. **Traffic Improvements.** Prior to issuance of a building permit for a Project, the Applicant shall guarantee to the

satisfaction of the General Manager, the construction of any traffic improvements for which the Project Applicant is responsible. Prior to the issuance of a certificate of occupancy, the Project Applicant shall provide improvement design plans satisfactory to the General Manager, and shall construct, the assigned traffic improvement. If the General Manager determines that construction of the assigned traffic improvement is infeasible at the time the Applicant seeks a certificate of occupancy, then the Applicant shall pay the cost of or provide a suitable guarantee for the improvement to the satisfaction of the General Manager.

- b. **Fair Share Traffic Improvements for Harbor Freeway 9<sup>th</sup> Street Northbound Off-Ramp.** The Project Applicant shall provide suitable guarantees for the Project's fair share of the costs of improvements (including the cost of preparing the Project Study Report) to the northbound 9<sup>th</sup> street off-ramp from the Harbor Freeway, to the satisfaction of the General Manager. The Project Study Report shall meet the requirements set by the State Department of Transportation (CALTRANS) for this improvement.
- c. **Guarantee Provisions.** Any guarantee required pursuant to this Section may be satisfied by a letter of credit, surety bond or other suitable guarantee satisfactory to the City Engineer and the General Manager.

4. **Traffic Improvement Modifications.** The General Manager, at the request of the Applicant, may determine the implementation of any transportation improvement listed in Appendix C is infeasible and should be substituted with a comparable transportation improvement of equivalent cost or effectiveness. In that situation, the General Manager, in consultation with the Director, may modify or substitute the traffic improvement, provided the General Manager meets with the Applicant and determines what alternate and/or additional mitigation measures shall be implemented by the Applicant in order to meet the objectives of this subsection.

#### **C. Transportation Demand Management (TDM) Regulations.**

1. **Transportation Management Organization (TMO).** The owners of property within the Specific Plan area shall establish a TDM Plan approved by the General Manager. In order to implement this TDM Plan, the owners of property within the Specific Plan area shall establish a TMO, in which owners or property and tenants within the Specific Plan area shall participate. Participation in the TMO shall be required as a term of the tenant's lease with the owners of property within the Specific Plan area or with the management firm.
2. **Implementation.** Owners of property within the Specific Plan area shall submit an annual TDM report to the TMO, which shall submit one consolidated annual report to the General Manager. The General Manager shall review the annual report, to verify that development in the Specific Plan area has not exceeded environmental thresholds related to traffic and parking, based on Appendix B and the Parking Requirements Table, set forth in this Specific Plan.

3. **TDM Measures.** The TMO may utilize those incentives or other measures it determines appropriate within its TDM Plan. These measures may include, but are not limited to the following:

- ▶ Building and site design elements that facilitate employee/visitor Trip reduction efforts.
- ▶ Conveniently located loading and unloading areas for high-occupancy vehicles (HOVs).
- ▶ Bicycle facilities.
- ▶ Preferential parking for HOVs.
- ▶ Conveniently located public transit stops.
- ▶ Educational programs or materials on ridesharing/transit services for employees or visitors of the Specific Plan area.
- ▶ Sale of transit passes.
- ▶ Provision of ridesharing coordination services.

**D. Parking Regulations.**

1. **Supersedes LAMC requirements.** Where this Specific Plan contains language or standards that require more parking or permit less parking than LAMC Section 12.21, this Specific Plan shall supersede the LAMC.
2. **Parking Requirements.** The following minimum parking ratios shall apply to uses within the Specific Plan area:

### Parking Requirements Table

Land Use	Parking Requirements
Arena	2,198 spaces for the STAPLES Center arena.
Entertainment	
Theater	1 space/10 seats
Night Club/Sports Bar	1 space/100 sf
Museum	1 space/100 sf
Convention Center Use	3.65 space/1,000 sf*
Health Club	1 space/1,000 sf
Hotel**	
Banquet Room	1 space/100 sf
Guest Rooms	.5 space/room for first 20 rooms .25 space/room for next 20 rooms .16 space/room for remaining rooms
Medical Office	1 space/1,000 sf
Office	1 space/1,000 sf (maximum)
Residential	1.25 space/dwelling unit
Assisted/Elderly units	.5 space/room for first 20 rooms .25 space/room for next 20 rooms .16 space/room for remaining rooms
Restaurant	1 space/1,000 sf
Retail	1 space/1,000 sf
Telecom facility	1 space/10,000 sf

\* Uses ancillary to the operation of a hotel shall not be subject to a separate parking requirement.

However, the parking rate for office use within the existing Traffic Impact Zone (north of Olympic Blvd.) shall be 0.6 sp/1,000 sf. When the downtown parking requirements are modified by the Community Plan Update, as recommended by City Planning Commission action dated November 12, 1998, those modified parking requirements shall apply within this Specific Plan.

3. **Location of Parking.** Parking required by this Specific Plan for an individual Project may be located at any location within the Specific Plan area or within 1500 feet of the Specific Plan boundary by covenant, lease, license or other arrangement to the satisfaction of the Director. Parking shall be distributed throughout the Specific Plan area, to ensure convenient access by all individual Projects.
4. **Shared parking requirements.** The Director of Planning, in consultation with the General Manager, may authorize shared use parking, based upon a finding that adequate parking will be provided. The Applicant shall prepare a shared parking analysis for approval by the Director and the General Manager.
5. **Reduced parking requirements.** The Director of Planning, in consultation with the General Manager, may authorize the reduction of these minimum parking requirements, based upon a finding that adequate parking will be provided. No reduction may exceed 10% of the minimum parking requirements established by this Specific Plan. The Applicant shall prepare a reduced parking analysis for approval by the Director and the General Manager.

**Section 15.**

**TRANSFER OF FLOOR AREA.**

Except as provided in Section 6 of this Specific Plan, Owners of a lot located within the Specific Plan area may transfer unused permitted Floor Area to another lot within the Specific Plan area, or may transfer unused permitted Floor Area into the Unused Floor Area Pool, pursuant to the procedures of this Section. In addition, owners of a lot located within the Specific Plan area may transfer unused permitted Floor Area to another lot outside of the Specific Plan area pursuant to Article 4.5 of the LAMC, LAMC Section 12.24 W 19 and the procedures set forth below in Subdivision 2 (b), (c) and (d).

- A. **Limitation.** Any Project constructed with transferred Floor Area shall comply with all regulations set forth in this Specific Plan.
- B. **Procedures.** The Director shall approve the transfer of unused permitted Floor Area if it meets the following procedures:
1. An applicant shall submit to the Director, a request for the Transfer. The request shall indicate the Donor Site, the Receiver Site and the amount of Floor Area to be transferred. If the request is to transfer Floor Area from a Donor Site to the Unused Floor Area Pool, then the request shall so indicate, and shall state the amount of Floor Area to be transferred. If the request is to transfer Floor Area from the Unused Floor Area Pool to a Receiver Site, then the request shall so indicate, and shall state the amount of Floor Area to be transferred.
  2. The Director shall establish and maintain a record of all transfers pursuant to this Specific Plan. The Director shall include this record as part of the LASED Annual Report to the Area Planning Commission. The Transfer record shall be available for public inspection.
  3. The Director shall verify that the Donor Site contains adequate unused Floor Area to be transferred to the Receiver Site or to the Unused Floor Area Pool.
  4. Any transfer approved pursuant to this Section shall be evidenced, prior to the issuance of a building permit, by an executed and recorded covenant approved by the Director. Where the Floor Area is being transferred to a Receiver Site, it shall be executed and recorded against both the Donor Site and Receiver Site. Where the Floor Area is being transferred to the Unused Floor Area Pool, the covenant shall be executed and recorded against the Donor Site. The covenant shall specify the total Floor Area being transferred from, and any remaining Floor Area at, the Donor Site and shall restrict further development on the Donor Site to that amount of Floor Area, if any, remaining, unless additional Floor Area is subsequently transferred to the Donor Site. After recordation, a copy bearing the Recorder's number and date shall be furnished to the Director and the General Manager for their records.

**Section 16.**

**SIGNAGE.**

**A. Specific Plan Compliance Requirements.**

1. **Prohibition.** The Department of Building and Safety shall not issue a permit for a sign unless the sign complies with the requirements of this Section, as determined by the Director of Planning. Unless otherwise specified in this Specific Plan to the contrary, all signs shall comply with the provisions of *LAMC Chapter II, Article 8, Section 28.00, et seq.; Chapter VI, Article 7, Section 67.00, et seq.;* and Chapter IX, Article 1, Division 62.

2. **Review Procedure.**

a. **Review Processes.** The Applicant shall submit three copies of the sign plan drawn to scale, indicating the sign area, sign type, sign height, placement, lettering styles, materials, colors and lighting methods for the proposed sign(s). The application shall also identify the Sign District location, as shown graphically on Map 8, the proposed location of the sign, and indicate conformance with the requirements specified for that location as set forth in Subsection C of this section.

1) **Planning Department Sign Off Required.** A permit may be issued by LADBS for the following type of signs with only a Planning Department sign off on the permit application:

- a. Aerial View Sign
- b. Architectural Ledge Sign
- c. Awning Sign
- d. Banner Sign
- e. Channel Letter Sign
- f. Inflatable Signs
- g. Ground Mounted Sign
- h. Temporary Sign in Sign District A-1
- i. Tenant ID Sign
- j. Wall Sign up to 1500 square feet
- k. Wayfinding Sign

Upon review and approval that the sign complies with the requirements of this Section, the Director shall stamp, sign, and date the permit application plans which shall be given to LADBS prior to the issuance of any permit to ensure consistency in the permitting process.

2) **Sign Application Required.** No permit shall be issued by LADBS for the following types of signs

unless the Director has issued a Sign Compliance approval, or unless the Area Planning Commission has issued a Comprehensive Sign Plan Review approval, pursuant to the procedures set forth in this section:

- a. Animated Sign
- b. Building I.D. Sign
- c. Electronic Message Display Sign
- d. Freeway Edge Sign
- e. Plaza Tower Sign
- f. Projected Image Sign
- g. Projecting Sign
- h. Roof Sign
- i. Supergraphic Sign
- j. Temporary Signs in Sign District A, B, C
- k. Wall sign greater than 1500 square feet
- l. any other signs which are permitted by the LAMC and are not prohibited by this Specific Plan

Applicants may apply for sign approvals for individual signs or for projects which have been granted a Project Permit Compliance Review, through approval of a Sign Application by the Director. The Applicant may submit a Sign Application following the Project Permit Compliance Review or simultaneously with the Project Permit Compliance Review. Applicants may apply for sign approvals for multiple block areas through approval of a Comprehensive Sign Plan Review by the Area Planning Commission. The Director shall make a determination of whether the sign(s) complies with the requirements of this Specific Plan within thirty days from the date the application is deemed complete, unless the time limit is extended by mutual consent of the Applicant and the Director. Prior to the issuance of any permit by LADBS, the Director shall stamp, sign, and date an approved sign plan to be given to LADBS to ensure consistency in the permitting process.

- b. **Sign Application.** Prior to issuance of any permit for a sign or sign support structure not eligible for sign off pursuant to Section 16.A.2.a.1, the Applicant shall submit a sign application for review by the Director. The Applicant shall submit three copies of the sign plan drawn to scale, indicating the sign area, sign type, sign height, placement, lettering styles, materials, colors and lighting methods for the proposed sign(s). The application shall also identify the Sign District location, as shown graphically on Map 8, the proposed location of the sign, and indicate conformance with the requirements specified

for that location as set forth in Subsection C of this section. Approval of a Sign Plan Application shall be based on traffic safety, conformance with the sign regulations of this Specific Plan, and a determination that the design of a proposed sign is in keeping with the character of this Specific Plan as provided for in the Design Guidelines for Signs (Appendix A). Prior to the issuance of any permit, the Director shall stamp, sign, and date an approved sign plan to be given to LADBS to ensure consistency in the permitting process.

- c. **Comprehensive Sign Plan Review.** An applicant may submit a Comprehensive Sign Plan Application for consideration by the Area Planning Commission.
  - (1) **Area Planning Commission Review.** The Director shall prepare a recommendation to the Area Planning Commission regarding each Comprehensive Sign Plan Application. The Area Planning Commission may approve, approve with modification, or disapprove a Comprehensive Sign Plan. Actions of the Area Planning Commission with regard to Comprehensive Sign Plans shall be based on consideration of the design intent of the design Guidelines for Signs, Appendix A – Design Guideline 20, traffic safety, and the compatibility of the proposed sign with the architectural and landscape character of the surrounding development.
  - (2) **Comprehensive Sign Plan Application.** Applicants seeking a Comprehensive Sign Plan Review by the Area Planning Commission shall submit a Comprehensive Sign Plan application to the Department of City Planning. The Applicant shall submit three copies of the Comprehensive Sign Plan drawn to scale, indicating the sign area, sign height, placement, lettering styles, materials, colors, lighting methods for the proposed signs, and elevations showing sign placement on structures and adjacent development. There can be only one Comprehensive Sign Plan for each Project located in the Specific Plan area.
- d. **Fee.** A Sign Application submittal shall be accompanied by a fee equal to the fee required for sign reviews pursuant to LAMC Section 19.01 Q. A Comprehensive Sign Plan application submittal shall be accompanied by a fee equal to the fee required for All Other Reviews for Specific Plan Design Review Approval in LAMC Section 19.01 Q.
- e. **Time Limit.** The Director shall approve, disapprove, or approve with conditions a Sign Application within thirty days from the date the application is deemed complete, unless the time limit is extended by mutual consent of the Applicant and the Director. The Area Planning Commission shall approve, disapprove, or approve with conditions a proposed Comprehensive Sign Plan within 75 days from the date the application is deemed complete, unless the time limit is extended by mutual consent of the Applicant and the Director.

f. **Findings Required for Sign Application Compliance.** Signs within this Specific Plan area shall not be subject to the Project Permit Compliance Review procedure. Signs shall be reviewed for consistency with all applicable sections of the Specific Plan. A Sign Application Compliance approval may be conditioned per applicable regulations and guidelines of the Specific Plan. Prior to approval of a Sign Application, the Director shall make the following findings:

- 1) All proposed signs are appropriately scaled to the architectural character of all buildings, existing signs, and structures on the lot;
- 2) All existing and proposed signs result in a complementary enhancement to the architecture and open spaces on the lot, and result in a visually uncluttered appearance;
- 3) The proposed signs comply with the all applicable sign regulations of Section 16 of the Specific Plan, including sign area, total signage facade coverage, sign type, sign height, and operating hours; and
- 4) The proposed signs comply with all applicable sign guidelines found in Appendix A of the Specific Plan.

g. **Appeal Process.** The Director's Sign Determination shall be mailed to adjacent property owners. An Applicant or any other person aggrieved by the Director's determination regarding a Sign Application may appeal the Director's determination to the Area Planning Commission. An Applicant or any other person aggrieved by the Area Planning Commission's determination regarding a Comprehensive Sign Plan Application may appeal to the City Council. The appeal shall be filed within 15 days of the date of the determination on forms provided by the Department. The appeal shall set forth specifically the points at issue, the reasons for the appeal, and the basis upon which the appellant claims there was an error by the Director in acting on a Sign Application or the Area Planning Commission acting on a Comprehensive Sign Plan Application.

B. **Definitions.** The following terms whenever used in this Section are defined below or cross-referenced to definitions used in the LAMC. To the extent that other terms used in this Section are not listed below but are defined in the LAMC, those definitions shall apply. Sign Districts shall be as shown on Map 8. The definitions set forth in this Specific Plan are intended to encompass future technologies and materials which may be utilized in the construction or implementation of the signs permitted.

**Aerial View Sign:** A sign that is applied or placed upon the roof surface, approximately parallel with the roof plane, intended to be viewed from the sky. An Aerial View Sign shall not be visible from any adjacent public right of way.

**Animated Sign:** A sign that contains images, parts or illumination which flash, change, move, stream, scroll, blink or otherwise incorporate motion.

**Architectural Ledge Sign:** A sign with individual channel letters, numbers, symbols or icons, which stand atop a horizontal projection forming a narrow shelf on a wall or architectural projection.

**Awning Sign:** A sign located anywhere on the surface of an awning.

**Banner Sign:** A sign which is generally constructed of fabric, canvas, metal or similar material and which is attached to a pole or building and is fixed in place.

**Building I.D. Sign:** A sign which is limited to a company logo, name of building, business, or destination.

**Channel letters Sign:** Multi-dimensional, individually cut letters, numbers or figures which are affixed to a building or structure.

**Electronic Message Display Sign:** A sign that displays still images, scrolling images or moving images, including video and animation, utilizing a series or grid of lights that may be changed by electronic means, including cathode ray, light emitting diode display (LED), plasma screen, liquid crystal display (LCD), fiber optic, or other electronic media or technology.

**Freeway Edge Sign:** Those signs which substantially conform to the size and location of the signs indicated on Map 7 and are located only within Sign District B. The Director shall refer to the Conceptual Signage Map for the Olympic West Subarea, dated [ ] and located in the City file, to provide guidance in approving Freeway Edge Signs. Freeway Edge Signs may consist of a Ground Mounted, Projecting, or Wall Sign.

**Ground Mounted Sign:** A sign which is free-standing, mounted to the ground and does not use columns, poles or uprights as its primary, visual structural support.

**Inflatable Sign:** An object that is inflated with cold air, hot air, helium or a lighter-than-air substance. It may be of various shapes, made of flexible fabric, and may be equipped with a portable blower motor that provides a constant flow of air into the device. Inflatable Signs are restrained, attached, or held in place by a cord rope, cable or similar method.

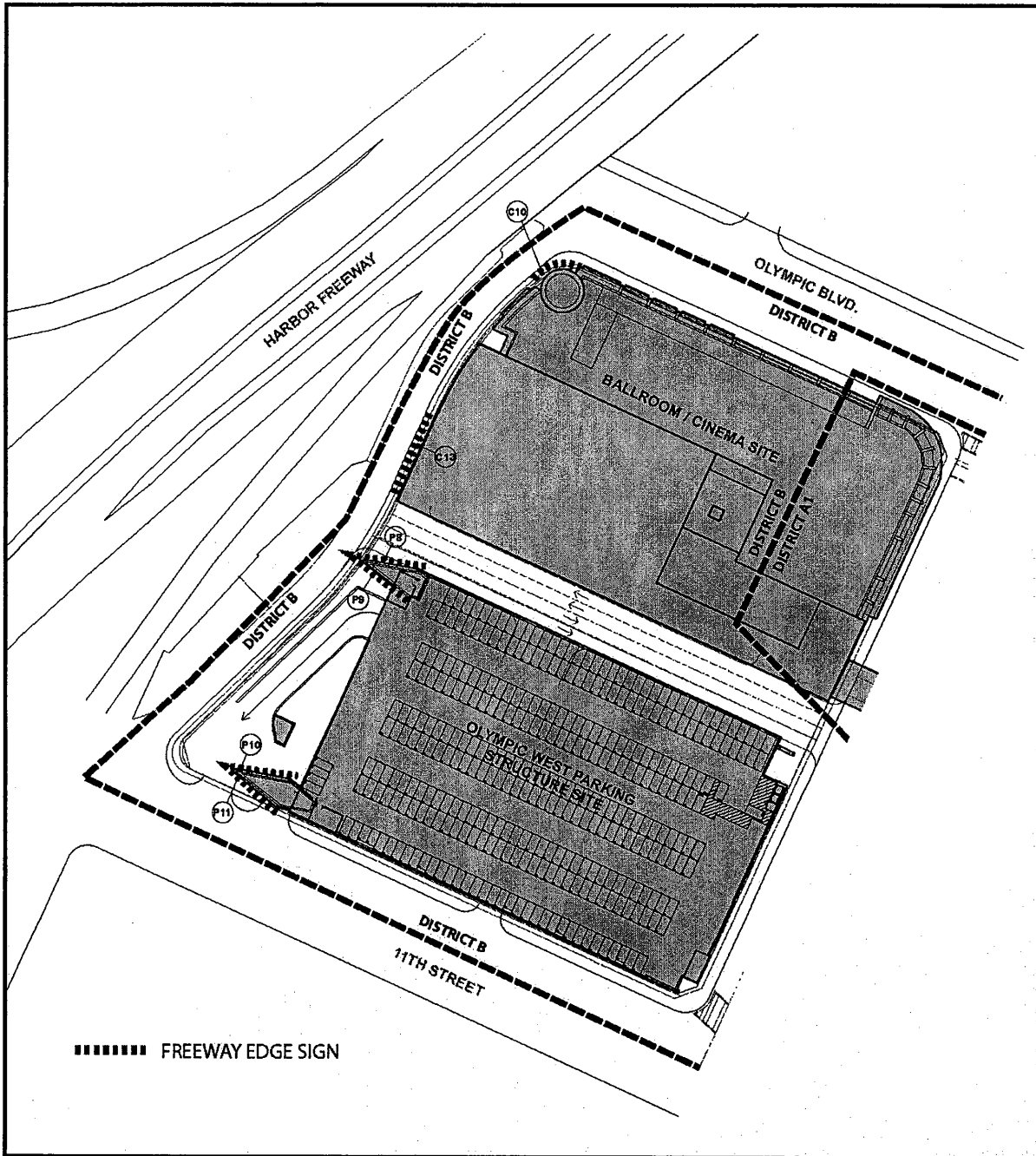
**Non-animated Sign:** Any sign other than an Animated Sign. For purposes of this Specific Plan, a sign which has images, parts or illumination that change less than once every hour shall be considered a Non-animated Sign.

**Off-site Sign:** Any sign other than an On-site Sign.

**On-site Sign:** A sign which identifies or promotes a facility, use, business, product, service, profession, commodity, activity, exhibition, display, promotion, presentation, event, person, institution, or sponsor of any of the foregoing, which is conducted, sold, manufactured, produced, exhibited, displayed, promoted, presented, broadcast, televised, offered or occurring within this Specific Plan area, Staples Arena, or the Convention Center, including any incidental facility, use, business, product, service, profession, commodity, activity, exhibition, display, promotion, presentation, event, person or institution.



**MAP 7  
FREEWAY EDGE SIGN LOCATIONS**



**Plaza Tower Sign:** A sign which consists of a free-standing multi-sided structure, located only within the Central Plaza. A Plaza Tower Sign may consist of, but shall not be limited to an Electronic Message Display Sign, a Projected Image Sign, or a Supergraphic Sign and located only within Sign District A-1. A Plaza Tower Sign shall not be considered to be a Pole Sign, as defined by LAMC Sec. 91.6203, or a Ground Mounted Sign.

**Projected Image:** An image projected on the face of a wall from a distant electronic device, such that the image does not originate from the plane of the wall. A Projected Image shall count as sign area.

**Projecting Sign:** A sign, other than a Wall Sign, that is attached to a building or structure and projects outward and/or upward therefrom with one or more sign face.

**Roof Sign:** A sign erected upon a roof of a building. For purposes of this ordinance, a Roof Sign shall be limited to freestanding letters or characters which are not applied or attached to any background structure, building or material, except as necessary to support. Except for Building I.D. signs, Roof signs shall be framed by a higher building wall, so that the display does not break the skyline when viewed at a distance of 500 feet from any public street.

**Sign:** Any display board, wall, screen, projected image, object or part thereof, or any other material or medium used to announce, declare, demonstrate, display or otherwise present a message and attract the attention of the public.

**Sign Height:** Shall be measured from the adjacent finished grade to the top of the sign.

**Supergraphic Sign:** A sign which consists of an image, with or without written text, which is applied to and made integral with a wall, projected onto a wall, illuminated by LED or other pixilated lighting where permitted, or printed on vinyl, mesh, window film, or other material supported and attached to a wall or window by an adhesive and/or by using stranded cable and eye-bolts and/or other materials or methods.

**Temporary Sign:** Any sign that is to be maintained for a limited duration, not to exceed 60 days in duration, and not to exceed a total of 90 days per year on a single building facade, and which is not permanently affixed to the ground, a building or structure. Temporary Signs include Inflatable Signs. Temporary Signs shall count as sign area, except as provided for in Section 16.C.5.a of this Specific Plan.

**Tenant I.D. Sign:** A sign that is limited to a company logo or the name of a business.

**Wall Mural:** A painted or digitally produced image generally large in scale, which is incorporated onto the facade of a building. Wall Murals shall count as sign area.

**Wall Sign:** A sign which is attached to, painted on or erected against the wall and/or parapet of a building or structure, with the exposed face of the sign on a plane approximately parallel to the plane of the wall.

**Wayfinding Sign:** A pedestrian or auto oriented sign which indicates the route to, direction of or location of a given goal, or which provides regulatory or service information of a non-advertising character.

**Window Sign:** A sign placed directly behind a building window and intended to be visible from the exterior of the building. A Window Sign does not include a Supergraphic Sign or Wall Mural Sign.

**C. General Requirements:**

1. **General Requirements of LAMC.** The intent of this Specific Plan is to create a vibrant and animated entertainment district, with dynamic and creative signage, including many signs that are not otherwise permitted by the LAMC. Except as otherwise provided, and pursuant to Section 3.J of this Specific Plan, LAMC Sections 91.6203, 91.6205.6.1, 91.6205.6.2, 91.6205.11.2, 91.6205.11.4, 91.6205.11.7, 91.6205.11.8, 91.6205.12, 91.6205.13, 91.6207-91.6215, 91.6216.2, 91.6216.3, 91.6217-91.6219, 28.10, 28.11, 67.02(a) and 67.29 shall be superseded by this Specific Plan.
2. **Permitted Signs.** Except as otherwise provided in subsection C3, Prohibited Signs, all signs defined in subsection B above and signs which are otherwise permitted by the LAMC shall be permitted, as set forth in this Specific Plan.
3. **Prohibited Signs.** Except as otherwise provided, the following signs shall be prohibited:
  - a. Internally Illuminated Awnings.
  - b. Conventional plastic faced box, canister, or cabinet signs.
  - c. Formed plastic faced box or injection molded plastic signs.
  - d. Luminous vacuum formed letters.
  - e. Odor-producing signs.
  - f. Any sign covering windows, with the exception of Supergraphic Signs, which shall maintain outward views from windows.
  - g. Pole Signs.
  - h. Sandwich board signs.
  - i. Off-site signs
4. **Hazard Review.** Signs that adhere to the regulations outlined in Tables 3,4,5,6, and 7 of this Specific Plan shall be exempted from the Hazard Determination review procedures in LAMC Section 91.6205.5. Electronic Message Display Signs shall be subject to review under the process established by Section 16.2.a.2 of this Specific Plan. As part of this process, the Director of Planning shall consult with the General Manager on the design and operational elements of any Electronic Message Display sign. All applicable signs shall continue to be subject to Caltrans approval.

5. **Sign Area Calculation.** Sign area shall be calculated in accordance with LAMC Section 91.6203, except as follows:
  - a. Temporary Signs in Sign District A-1 (See Map 8) shall be excluded from computation of sign area, up to a total of 10,000 square feet.
  - b. Wayfinding signs shall be excluded from computation of sign area.
  - c. Aerial View signs shall be excluded from computation of sign area.
6. **Freeway Exposure.** Notwithstanding provisions of LAMC 91.6205.6 to the contrary, all Signs permitted by this Specific Plan are determined to be exempt from LAMC 91.6205.6.1. The total square footage of all Animated Signs and Electronic Message Display Signs located on the Olympic West Subarea shall not exceed 1,500 square feet. The Director of Planning shall have the authority to limit the refresh rate on any Animated Sign or Electronic Message Display Sign within the Olympic West Subarea to refresh no more frequently than once every four seconds, with an interval between messages of not less than one second, and with an unchanged intensity of illumination.
7. **Sign Height for Ground Mounted Signs.** Ground Mounted Signs shall be limited to 35 feet. Ground Mounted Signs may exceed 35 feet for a height of up to 50 feet only if they do not break the roofline of the podium level of the adjacent building wall. Sign height shall be measured as the vertical distance from the adjacent finished Grade to the top of the sign.
8. **Sign Height for Freeway Edge Signs.** Freeway Edge Signs shall be limited to 65 feet in height.
9. **Sign Height for Plaza Tower Signs:** Plaza Tower signs shall be limited to 100 feet in height.
10. **Existing Signs.** Existing signs and/or sign support structures that legally exist prior to October 21, 2001 and signs authorized by Ordinance 172465 shall be permitted to continue pursuant to LAMC Section 91.6206. The sign area of preexisting signs shall count toward sign area allowed by this Specific Plan, with the exception of signs authorized by Ordinance 172465, which shall be excluded from computation of sign area.
11. **Illumination.** All signs within the Specific Plan may be illuminated. Signs may be illuminated by either internal or external means. Methods of signage illumination may include, but not be limited to: electric lamps, such as neon tubes; fiber optic; incandescent lamps; cathode ray tubes exposed directly to view; shielded spot lights and wall wash fixtures. All Illuminated Signs shall be designed, located or screened so as to limit direct light sources onto any residential units which are located outside of the Specific Plan area.
12. **Off-Site Signs.** Off-site signs are prohibited.

13. **Building I.D. Signs.** Any signage which includes corporate sponsors as part of the building identification, shall be designed so as to present internally consistent and internally proportionate sign copy. Signs which include corporate sponsors shall utilize lettering size and styles which are generally uniform, in order that all words or names within the sign are not of a significantly different scale than the rest of the sign copy. Building I.D. Signs are permitted to break the plane of the roof. Any portion of a Building I.D. Sign above the plane of the roof shall consist of free-standing letters or characters which are not applied or attached to any background structure, building, or material, except as necessary to support.
14. **Inflatable Signs.** An Inflatable Sign shall only be permitted in Sign District A-1. An Inflatable Sign is a temporary sign. An Inflatable Sign shall be equipped with a rapid deflation device acceptable to LADBS. Inflatable Signs may be attached to a building, but may not cover doors, vents, rescue windows, or other openings that serve occupants of the building. Inflatable signs may not exceed the height limits of the building envelope permitted in each Subarea pursuant to Section 10 of this Specific Plan. An Inflatable Sign shall not contain any text message except for the name of the business or event for which it is displayed.
15. **Supergraphic Signs.** Locations for all Supergraphic Signs, with the exception of temporary Supergraphic Signs, shall be identified at the time of building design plan development and shall be integrated into the architecture of the building to the satisfaction of the Director of Planning. In no event shall a Supergraphic Sign be permitted above 150 feet in height, with the exception of Sign District A-1, where sign heights of up to 225 feet shall be permitted. A Supergraphic Sign that is comprised of vinyl or other material may be attached to a wall with an adhesive approved by the Fire Department or by mechanical means approved by LADBS. A Supergraphic Sign shall not cover doors, vents, rescue windows, or other openings that serve occupants of the building. Supergraphic Signs comprised of mylar or other film-like transparent material, such as perforated vinyl, may be applied directly to windows.
16. **Sign Types and Heights.** Except for Temporary Signs, signage types located at heights above 150 feet shall be limited to Building I.D. Signs, Tenant Signs, and, where permitted, Supergraphic Signs.
17. **Sign Districts.** For sign regulation purposes, the Specific Plan area is divided into four Sign Districts, as shown on Map 8.
18. **Additional Limitation for Signage in Sign District A-1 and Sign District B.** In no event shall the combined total amount of square footage of signage in Sign District A-1 and B exceed 136,000 square feet, exclusive of up to 10,000 square feet of temporary signage.
19. **Vertical Sign Zones.** For sign regulation purposes, Sign Districts are divided into Vertical Sign Zones, as shown on Exhibits 6-A and 6-B.

20. **Signs within more than one Sign District or Vertical Sign Zone.** In those instances where a single sign is proposed to cross more than one Sign District or more than one Vertical Sign Zone, the sign shall be permitted and the sign area shall be calculated based upon each applicable district and level within which the sign is located. In no event shall the sign area of an individual sign exceed that permitted in the most permissive Sign District or Vertical Sign Zone area in which the sign is located. Adjustments to facade coverage requirements for Building I.D. signs primarily located within one Vertical Sign Zone, and protruding into a second, more restrictive Vertical Sign Zone less than 10 linear feet, may be processed as a Specific Plan Adjustment, pursuant to LAMC Section 11.5.7.E. Where portions of such a sign is subject to differing animation, hours of operation or other regulations, each portion of the sign shall be subject to the applicable regulations for that portion of the sign. No sign separations shall be required for a single sign which is located in more than one Sign District or Vertical Sign Zone.

21. **Conceptual Signage Map for Olympic East, West and North Subareas.** The Director shall refer to the Conceptual Signage Map for the Olympic East, West and North Subareas, dated [ ] and located in the City file, to provide guidance in approving permitted signage within the Specific Plan area as it relates to Sign Districts A-1 and B, as set forth in Tables 4 and 6. The Conceptual Signage Map may be modified and updated, in accordance with this Specific Plan and as approved by the Director.

D. **Vertical Sign Zones.** For sign regulation purposes, the Specific Plan area is also divided into five Vertical Sign Zones, as shown in Exhibit 6-A and 6-B. The purpose is to address different sign viewing distances, including pedestrian views from street level, pedestrian views from a distance, and views from vehicles.

Sign Districts A, B, C:

Level 1: This zone is applicable to all signs located at street level, defined as 0 foot – 35 feet above grade.

Level 2: This zone is applicable to all signs located at the mid-level of multi-story buildings, defined as 35 feet – 100 feet above grade.

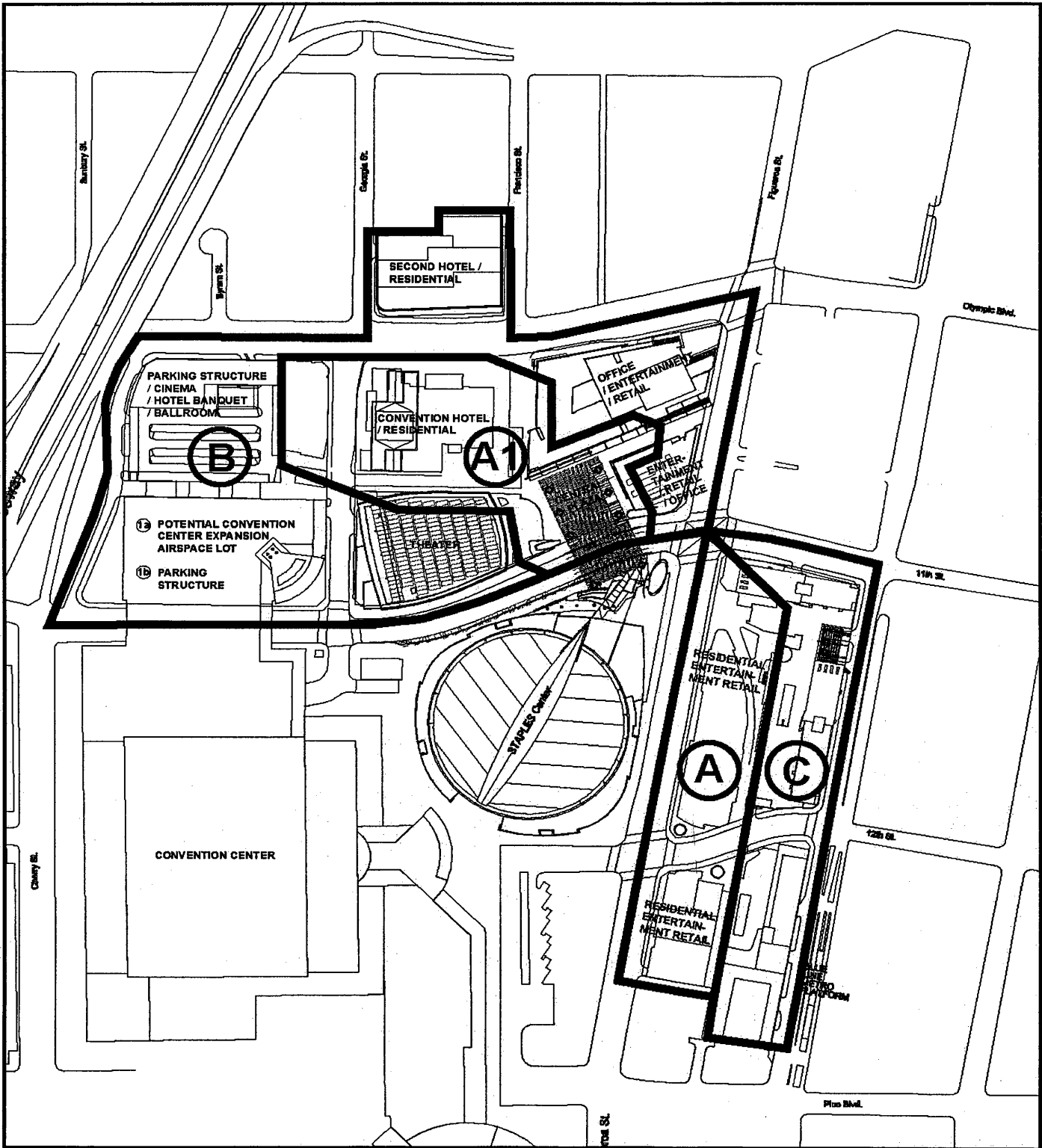
Level 3: This zone is applicable to all signs located at the upper levels of mid-to high-rise buildings, defined as 100 feet or more above grade.

Sign District A-1:

Level 1: This zone is applicable to all signs located at street level, defined as 0 -100 feet above grade.

Level 2: This zone is applicable to all signs located at the upper levels of mid-to high-rise buildings or structures, defined as 100 feet or more above grade.

# MAP 8 SIGN DISTRICTS

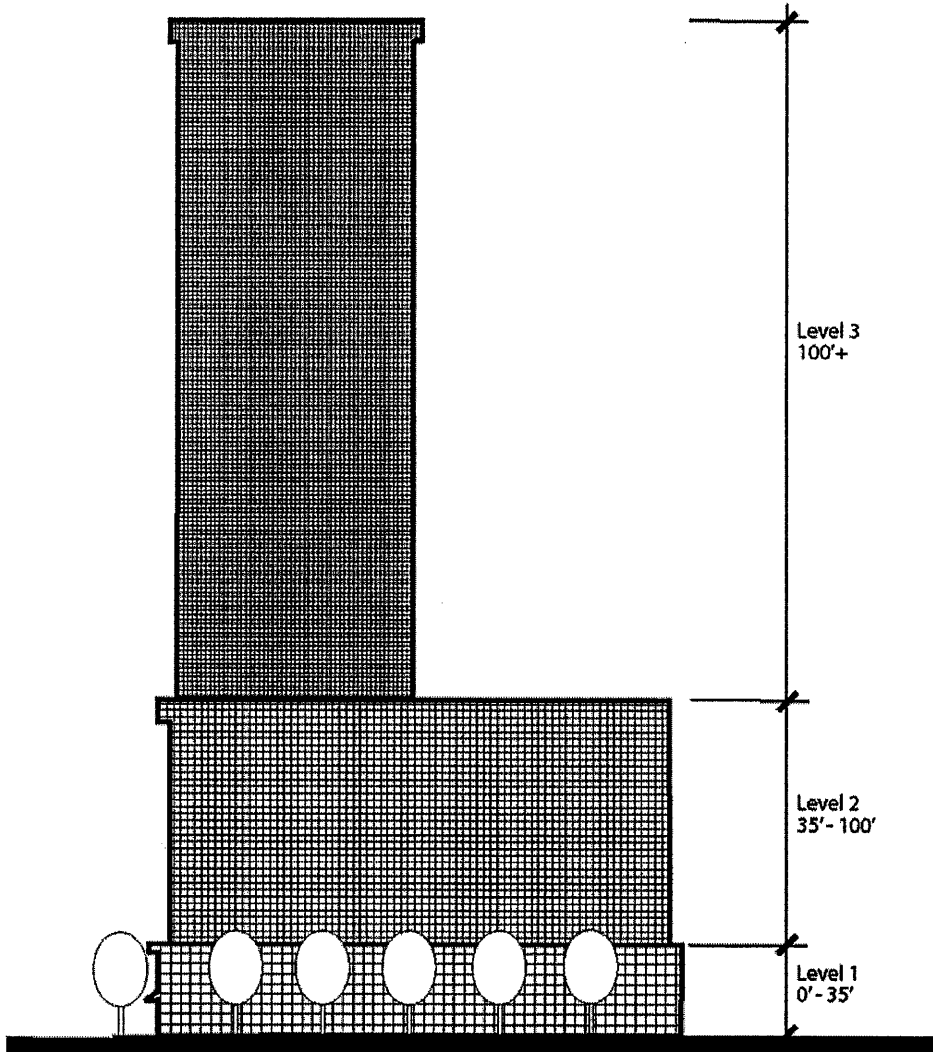


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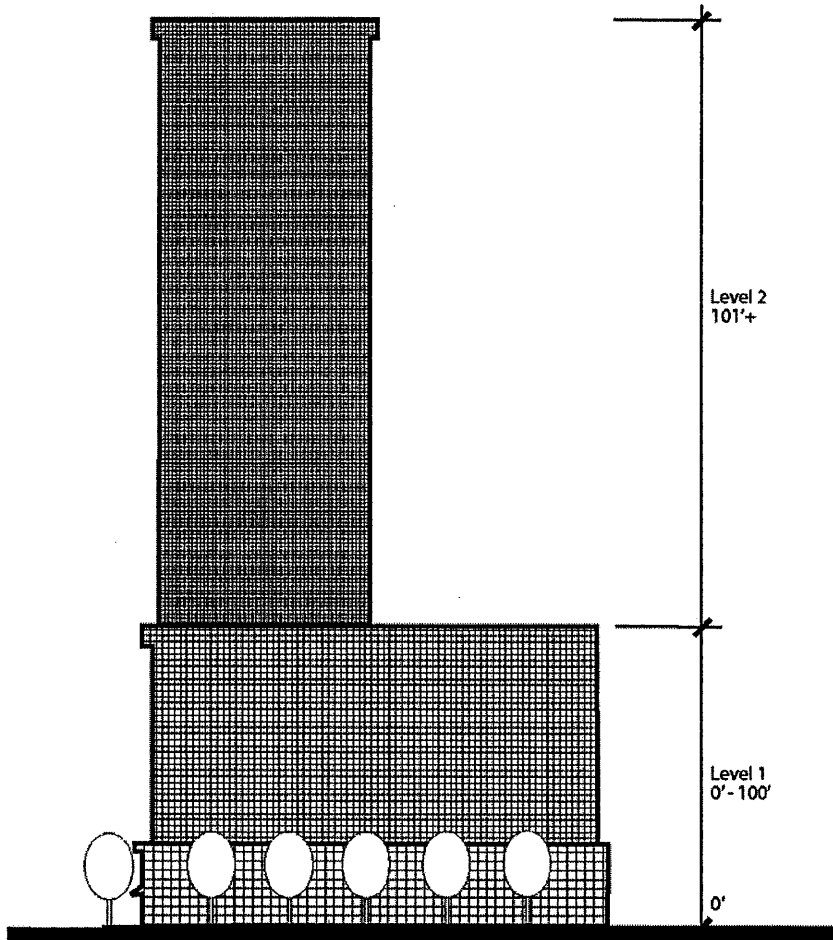


1. **Sign Classification.** All signs shall be classified as either Animated or Non-animated, as defined by this ordinance and as set forth in Table 3.
2. **Permitted Sign Area.** Permitted sign area within the Specific Plan is a percentage of the building façade area, which is the general outer surface of any exterior wall of a structure or building, not including cornices, bay windows, projections, indentations or other architectural features or articulation of the exterior surface as set forth in Table 4. The sign area of Plaza Tower Signs and Freeway Edge Signs shall not be based upon facade area, but shall be limited by Table 4. Signs within the Specific Plan shall not exceed those amounts permitted by Table 4.
3. **Sign Hours of Operation.** Signs which are illuminated or are animated shall be limited in their hours of operation as set forth in Table 4, to the extent applicable.
4. **Design Guidelines.** Signs shall comply with the Urban Design Guidelines specified in Appendix A.

**EXHIBIT 6-A**  
**VERTICAL SIGN ZONES**  
(Applies to Sign Districts A, B, and C)



**EXHIBIT 6-B  
VERTICAL SIGN ZONES  
(Applies to Sign District A-1)**



**TABLE 3  
SIGN CLASSIFICATION  
FOR PERMITTED SIGN DETERMINATION**

	<i><b>NON-ANIMATED SIGNS</b></i>	<i><b>ANIMATED SIGNS</b></i>
Aerial View Sign	Yes	No
Architectural Ledge Sign	Yes	No
Awning Sign	Yes	No
Banner Sign	Yes	No
Building ID Sign	Yes	No
Channel Letters Sign	Yes	No
Electronic Message Display Sign	Yes	Yes
Freeway Edge Sign	Yes	No
Ground Mounted Sign	Yes	Yes
Inflatable Sign	Yes	No
Plaza Tower Sign	Yes	Yes
Projected Image	Yes	Yes
Projecting Sign	Yes	Yes
Roof Sign	Yes	Yes
Supergraphic Sign	Yes	Yes
Temporary Sign	Yes	Yes
Tenant ID Sign	Yes	Yes
Wall Mural	Yes	No
Wall Sign	Yes	Yes
Wayfinding Sign	Yes	No
Window Sign	Yes	No

**TABLE 4  
PERMITTED SIGNS & MAXIMUM PERMITTED SIGN AREA**

<b>District A</b>	<b>NON-ANIMATED SIGNS</b>	<b>ANIMATED SIGNS</b>	<b>MAXIMUM PERMITTED SIGN AREA (as a % of facade area)</b>
Level 1	Permitted	Not Permitted	20%
Level 2	Permitted	Permitted	60%
Level 3	Permitted	Not Permitted	5%

**District A-1**

Level 1	Permitted	Permitted	40%
Level 2	Permitted	Permitted	15%

**District B**

Level 1	Permitted	Not Permitted*	20%
Level 2	Permitted	Permitted	30%
Level 3	Permitted	Not Permitted	5% <sup>1</sup>

**District C**

Level 1	Permitted	Not Permitted	10%
Level 2	Permitted	Not Permitted	15%
Level 3	Permitted	Not Permitted	5%

**District A-1 (Plaza Tower Signs)**

Tower Signs	Permitted	Permitted	6 Tower Signs/1480 sf sign area each
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**District B (Freeway Edge Signs)**

Freeway Edge Signs	Permitted	Not Permitted	4 Freeway Edge Signs/maximum total of 8970 sf sign area <sup>2</sup>
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\*Animated Exceptions: An Electronic Message Display Sign, to be located upon a building or structure at the northwest corner of 11<sup>th</sup> Street and Figueroa Street, shall be permitted to be animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning. An Electronic Message Display Sign, to be located upon a building or structure at the southeast corner of 12<sup>th</sup> Street and Figueroa Street, shall be permitted to be Animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning. A Building I.D. Sign located within the Figueroa Central Subarea, Sign Level 2, fronting Figueroa Street between 11<sup>th</sup> Street and 12<sup>th</sup> Street shall be permitted to be Animated, subject to the approval of the Director of Planning. An Electronic Message Display Sign, to be located along the internal private drive between Cherry Street and Georgia Street, within the Olympic West subarea, shall be permitted to be Animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning.

<sup>1</sup> The 5% of façade area may be exceeded to permit signage on the eastern façade of the building located at the corner of Figueroa Street and 11<sup>th</sup> Street, within Level 3, for a maximum of 150 sf of sign area.

<sup>2</sup> See Map 7 for conceptual Freeway Edge Signs location.

TABLE 5  
PERMITTED OPERATING HOURS

<b>District A</b>	<b>NON-ANIMATED SIGNS</b>	<b>ANIMATED SIGNS</b>
Level 1	dawn to 2 AM	not permitted
Level 2	no restriction	no restriction
Level 3	no restriction	not permitted

**District A-1**

Level 1	no restriction	no restriction
Level 2	no restriction	dawn to 2 AM

**District B**

Level 1	dawn to 2 AM	not permitted
Level 2	dawn to 2 AM	dawn to 2 AM
Level 3	no restriction	not permitted

**District C**

Level 1	Dawn to 12 midnight	not permitted
Level 2	Dawn to 12 midnight	not permitted
Level 3	no restriction	not permitted

**District A-1 (Plaza Tower Signs)**

Tower Signs	No restriction	No restriction
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**District B (Freeway Edge Signs)**

Freeway Edge Signs	No restriction	not permitted
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\*Animated Exceptions: An Electronic Message Display Sign, to be located upon a building or structure at the northwest corner of 11<sup>th</sup> Street and Figueroa Street, shall be permitted to be animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning. An Electronic Message Display Sign, to be located upon a building or structure at the southeast corner of 12<sup>th</sup> Street and Figueroa Street, shall be permitted to be Animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning. A Building I.D. Sign located within the Figueroa Central Subarea, Sign Level 2, fronting Figueroa Street between 11<sup>th</sup> Street and 12<sup>th</sup> Street shall be permitted to be Animated, subject to the approval of the Director of Planning. An Electronic Message Display Sign, to be located along the internal private drive between Cherry Street and Georgia Street, within the Olympic West subarea, shall be permitted to be Animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning.

**TABLE 6  
MAXIMUM PERMITTED INDIVIDUAL SIGN AREA**

<b>District A</b>	<b>NON-ANIMATED SIGNS</b>	<b>ANIMATED SIGNS</b>
Level 1	2,000 sf	not permitted
Level 2	8000 sf	8,000 sf
Level 3	2,000 sf	not permitted

**District A-1**

Level 1	8000 sf	8,000 sf
Level 2	8,000 sf	8,000 sf

**District B**

Level 1	2,000 sf	not permitted
Level 2	5,000 sf	4,000 sf
Level 3	2,000 sf	not permitted

**District C**

Level 1	250 sf	not permitted
Level 2	1,000 sf	not permitted
Level 3	2,000 sf	not permitted

**District A-1 (Plaza Tower Signs)**

Tower Signs	1480 sf	1480 sf
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**District B (Freeway Edge Signs)**

Freeway Edge Signs	3000 sf	not permitted
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\*Animated Exceptions: An Electronic Message Display Sign, to be located upon a building or structure at the northwest corner of 11<sup>th</sup> Street and Figueroa Street, shall be permitted to be animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning. An Electronic Message Display Sign, to be located upon a building or structure at the southeast corner of 12<sup>th</sup> Street and Figueroa Street, shall be permitted to be Animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning. A Building I.D. Sign located within the Figueroa Central Subarea, Sign Level 2, fronting Figueroa Street between 11<sup>th</sup> Street and 12<sup>th</sup> Street shall be permitted to be Animated, subject to the approval of the Director of Planning. An Electronic Message Display Sign, to be located along the internal private drive between Cherry Street and Georgia Street, within the Olympic West subarea, shall be permitted to be Animated below the height of 35 feet as otherwise required, subject to the approval of the Director of Planning.

**TABLE 7  
MINIMUM SEPARATION BETWEEN INDIVIDUAL SIGNS**

<b>District A</b>	<b>NON-ANIMATED SIGNS</b>	<b>ANIMATED SIGNS</b>
Level 1	1 ft	not permitted
Level 2	2 ft	4 ft
Level 3	5 ft	not permitted

**District A-1**

Level 1	0	0
Level 2	0	0

**District B**

Level 1	1 ft	not permitted
Level 2	2 ft	4 ft
Level 3	5 ft	not permitted

**District C**

Level 1	2 ft	not permitted
Level 2	8 ft	not permitted
Level 3	20 ft	not permitted

**District A-1 (Plaza Tower Signs)**

Tower Signs	0 ft	0 ft
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**District B (Freeway Edge Signs)**

Freeway Edge Signs	0 ft	not permitted
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\*Adjacent signage located on perpendicular facades shall not require any separation.

**Section 17.**

**USES AND BUILDINGS MADE NON-CONFORMING BY THIS SPECIFIC PLAN.**

Any legally existing uses, buildings or structures which are made non-conforming by establishment of this Specific Plan shall be deemed to be legal, non-conforming uses and may continue to exist without termination. Legal, nonconforming uses may not be expanded.

**Section 18.**

**INTERPRETATION.**

Whenever any ambiguity or uncertainty exists related to this Specific Plan or the application of this Specific Plan so that it is difficult to determine the precise application of these provisions, the Director of Planning Department shall, upon application by an owner, operator or lessee, issue written interpretations on the requirements of the Specific Plan consistent with the purpose and intent of this Specific Plan.

**Section 19.**

**AMENDMENTS TO APPENDICES AND A AND F - DESIGN GUIDELINES AND STREETScape PLAN.**

Any amendments to the Design Guidelines, as set forth in Appendix A to this Specific Plan, or to the Streetscape Plan, as set forth in Appendix F to this Specific Plan, may be approved by adoption of a resolution by the City Planning Commission, and shall not require the approval of the City Council.

**Section 20.**

**SEVERABILITY.**

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

## APPENDIX A

### LOS ANGELES SPORTS AND ENTERTAINMENT DISTRICT DESIGN GUIDELINES

#### 1. Site Planning

##### A. Building-Street Relationship

**Design Guideline 1:** Build a strong urban relationship between the District's buildings and public streets by maintaining a continuous building street wall with visual interest. (For guidelines on articulation, fenestration, and/or other means of providing visual interest; see Section 4.2 Architecture)

- Design Standard 1A: Building podiums shall create a consistent urban street wall defining the street edge. A building street wall shall be defined as the street facing façade of a building's podium level.
- Design Standard 1B: Breaks in the building street wall shall be restricted to that necessary to accommodate pedestrian paseos, public plazas, entry forecourts, permitted vehicular access driveways, and residential/hotel drop-offs (e.g. portecohere).
- Design Standard 1C: A building street wall shall be located within 15 feet of the property line along a minimum percentage of the public street frontage of each block face, as specified in Table 1 below, excluding street frontage devoted to the Central Plaza. Building features such as a sidewalk arcade and portecohere within the building line shall be considered a part of the building street wall.
- Design Standard 1D: Provide for a pedestrian connection between the Convention Center (Expansion) with the Convention Center Hotel.

**Table 1**

<i>Street</i>	<i>Minimum Street Wall Frontage</i>
<i>Figueroa</i>	<i>80%</i>
<i>Olympic (between Georgia and Flower)</i>	<i>80%</i>
<i>Olympic (west of Georgia)</i>	<i>75%</i>
<i>11<sup>th</sup> (between Georgia and Figueroa)</i>	<i>85%*</i>
<i>11<sup>th</sup> (west of Georgia and east of Figueroa)</i>	<i>70%</i>
<i>Flower</i>	<i>80%</i>
<i>12<sup>th</sup></i>	<i>70%</i>
<i>Georgia</i>	<i>70%</i>
<i>Cherry</i>	<i>50%</i>

\* excluding frontage devoted to Central Plaza

**Design Guideline 2:** Establish building setbacks that contribute to comfortable use of the sidewalk and support sidewalk activity.

- Design Standard 2A: Building placement shall maintain minimum setback widths as specified in Table 2 below.

**Table 2**

Street	Public Sidewalk Width	Private Setback Width	Total Width of Setback from Curb
Figueroa	15'	8'	23'
Olympic (between Georgia and Figueroa)	15'	8'	23'
Olympic (west of Georgia)	15'	0'	15'
11 <sup>th</sup> (between Georgia and Figueroa)	15'	8'	23'
11 <sup>th</sup> (west of Georgia and east of Figueroa)	15'	0'	15'
Flower	15'	0'	15'
12 <sup>th</sup>	15'	0'	15'
Georgia	15'	0'	15'
Cherry	12'	0'	12'

- Design Standard 2B: Towers shall be setback from the face of the podium a minimum of 20 feet along Figueroa, and 11<sup>th</sup> (between Georgia and Figueroa).

Design Guideline 3: Minimize the number and width of sidewalk curb cuts to promote street wall continuity and reduce conflicts with pedestrians.

- Design Standard 3A: A maximum number of curb cuts for accessing parking and/or service facilities are permitted along each street as specified in Table 3 below.

**Table 3**

Street	Max. Permitted Curb cuts
Figueroa	1 per block face
Olympic (between Georgia and Figueroa)	3 per block face
Olympic (west of Georgia )	1 per block face
11 <sup>th</sup> (between Georgia and Figueroa)	1 per block face
11 <sup>th</sup> (west of Georgia and east of Figueroa)	1 per block face
Flower	3 per block face
12 <sup>th</sup>	2 per block face
Georgia	2 per block face
Cherry	4 total

Design Guideline 4: Ensure interaction with other downtown buildings through fronting buildings on the street so as to promote the sidewalk orientation and non-internalized character of the District.

- Design Standard 4A: A building's primary entrance, defined as that entrance which provides the most direct access to a building's main lobby and is kept unlocked during business hours, shall front on a public street.
- Design Standard 4B: Each building street frontage shall contain at least one (1) public entrance, unlocked during business hours which may be either a building or tenant entrance, except along Cherry Street.
- Design Standard 4C: Corner buildings shall provide a public entrance, unlocked during business hours, on both sides of buildings facing public streets

**Design Guideline 5:** Orient tenant spaces to the street; maximize retail storefronts and entrances along public streets and other important public spaces to sustain street level interest, and promote pedestrian traffic.

- Design Standard 5A: Street level tenants with frontage along a public street shall provide their primary entrance along that street. These tenants may provide secondary entrances along paseos or other public spaces as appropriate.
- Design Standard 5B: A street level retail or restaurant tenant's primary entrance shall front on a public street, pedestrian paseo or open space area devoted to public gatherings, except uses accessory to a hotel.

**Design Guideline 6:** Provide generous windows and openings at the street level so as to promote a high level of visual interest and transparency along public streets to promote pedestrian activity.

- Design Standard 6A: Wall openings such as storefront windows and doors shall occupy a minimum percentage of a street level facade, as specified in the Table 4 below. However, up to 25% of this requirement may be satisfied through architectural treatment,, including window boxes and displays porte-cocheres, as well as public art elements as determined by the Cultural Affairs Commission.

**Table 4**

Street	Min. Wall Openings
Figueroa	75%
Olympic (between Georgia and Flower)	75%
Olympic (west of Georgia)	50%
11 <sup>th</sup> (between Georgia and Figueroa)	75%
11 <sup>th</sup> (west of Georgia and east of Figueroa)	50%
Flower	75%
12 <sup>th</sup>	75%
Georgia	75%
Cherry	none specified

- Design Standard 6B: Dark tinted, reflective or opaque glazing is prohibited for any required wall opening. Glazing for required wall openings shall allow for a minimum 90% light transmission.

**Design Guideline 7:** Incorporate architectural features that enhance the transition between buildings, streets, and public open space, and regulate the opportunity for sun and shade along public streets and common open spaces.

- Design Standard 7A: Architectural features such as canopies, awnings, and overhangs shall be permitted to extend up to 5 feet beyond the face of the building, and extend up to 8 feet beyond the face of the building within the Private Setback area, not impeding any streetscape trees or other streetscape elements.
- Design Standard 7B: Architectural features such as canopies, awnings, and overhangs shall be integral to the architecture of the building.

- Design Standard 7C: Architectural features such as canopies, awnings and overhangs may be constructed of woven fabric, glass, metal or other permanent material compatible with the building architecture. Internally illuminated, vinyl awnings shall not be permitted.

**Advisory Design Criteria:**

- **Advisory Criteria:** Curb cuts along Figueroa and 11<sup>th</sup> are discouraged, but are not expressly prohibited.
- **Advisory Criteria:** More public entrances than the minimum specified, including building and/or tenant entrances, are encouraged along the District's streets, especially along Figueroa, Olympic and 11<sup>th</sup> (east of Georgia).
- **Advisory Criteria:** Required wall openings (i.e. storefront doors and windows along a street level facade) should use clear glazing for maximum transparency, especially in conjunction with a retail use.
- **Advisory Criteria:** Canopies, arcades, and/or building overhangs integral to the building architecture should be incorporated along a public street frontage. Integral shading devices are especially encouraged in conjunction with a primary building or tenant entrance, and along south facing elevations.

**B. Open Space**

**Design Guideline 8:** Establish a clear hierarchy of common open spaces distinguished by design and function to create an open, connective pedestrian realm conducive to both active and passive use. The district's common open spaces are comprised of the following open space types:

1. **Streets:** Streets are the most public of all open spaces within the District, and functions as links to the adjacent South Park and Downtown areas. Defined by building facades, streets communicate the highly public character of the District. They should be safe and comfortable for pedestrians, while accommodating necessary vehicular movement. Reference the LASED Streetscape Plan for applicable design standards and regulations.
2. **Sidewalks:** Sidewalks, located within public right-of-way, are the primary realm of pedestrians. As such, they provide the critical connections between destinations within the District and to its surroundings. Reference the LASED Streetscape Plan for applicable design standards and regulations.
3. **Building Setbacks (Sidewalk Extension):** Building setbacks from the street are required along Figueroa, Olympic (between Georgia and Figueroa) and 11<sup>th</sup> (between Georgia and Figueroa). The required setback is 8 feet and is designed as an extension of the sidewalk. Setbacks are intended for commercial and sidewalk activities such as outdoor dining, window shopping, or especially heavy pedestrian traffic.

4. **Paseos:** Paseos are an important extension of the street grid. As outdoor passages devoted exclusively to pedestrians, they establish clear connections between streets, plazas and courtyards, building entrances, parking and transit facilities.
  5. **Entry Forecourts:** Entry forecourts announce the function and importance of primary building entrances. Their design creates a clear and comfortable transition between exterior and interior space.
  6. **Courtyards:** Courtyards are common open space areas of a scale and enclosure that is conducive to social interaction at a smaller scale. These spaces in particular are treated as outdoor room with a high degree of enclosure.
  7. **Plazas:** Plazas are common open space areas typically amenable to larger public gatherings. They are readily accessible from the street, as well as active building uses.
  8. **Central Plaza:** The Central Plaza is the central meeting and gathering place for the District, and is strategically located across from the Star Plaza at STAPLES Center. The Central Plaza is designed as a multi-use space that accommodates a variety of seasonal and celebratory events.
  9. **Roofscape:** Roof terraces and gardens augment District open space. Their design and location should encourage human occupation and use. These spaces are especially encouraged in conjunction with hotels or residential uses.
- Design Standard 8A: Open space types shall be sited in relation to the street in accordance with the Table 5 below.

**Table 5**

Open Space Type	Location	Connection to Street
Streets	reference LASED Streetscape Plan	
Sidewalks	reference LASED Streetscape Plan	
Building Setback	street level required	design as extension of sidewalk
Paseos	street level required*	direct connection to street required
Entry Forecourts	street level required*	direct connection to street required
Courtyards	street level or above grade permissible	direct connection to street not required
Plazas	street level required*	direct connection to street required
Central Plaza	street level required*	direct connection to street required
Roof Terrace	above grade or rooftop permissible	direct connection to street not required

\* permits minor deviations of up to 2 vertical feet from sidewalk level

- Design Standard 8B: Open space types shall permit public access in accordance with Table 6. At a minimum, public access shall be provided during normal business hours.

**Table 6**

Open Space Type	Public Access
Streets	reference LASED Streetscape Plan
Sidewalks	reference LASED Streetscape Plan
Building Setback	required
Paseos	required
Entry Forecourts	required
Courtyards	not required
Plazas	required
Central Plaza	required
Roof Terrace	not required

Design Guideline 9: Provide a diversity of open space throughout the District to reinforce its public character, including space devoted to public gatherings, pedestrian movement, and other social and recreational functions.

- Design Standard 9A: The size and number of each open space type shall be provided in accordance with the following Table 7, in addition to any requirements identified within the Open Space/Landscape Regulations of the Specific Plan.

**Table 7**

Open Space Type	Min. Number	Min. Area	Min. Dimension
Streets	reference LASED Streetscape Plan		
Sidewalks	reference LASED Streetscape Plan		
Building Setback	per setback requirements	none specified	8'
Paseos	none specified	none specified	20'
Entry Forecourts	none specified	none specified	none specified
Courtyards	none specified	400 SF	15'
Plazas	1 per Sub-area, except Olympic West	1,000 SF	25'
Central Plaza	1 shall be located within Olympic East	30,000 SF	100'
Roof Terrace	1 per residential project	400 SF	15'

Design Guideline 10: Make the District conducive to a variety of outdoor activities such as standing, sitting, strolling, conversing, window shopping, dining, etc. Incorporate amenities that support these activities. In particular, add seating for comfort and use plants for their shading, cooling, and aesthetic qualities.

- Design Standard 10A: Each open space type shall provide amenities in the form of a minimum planted area and number of seats in accordance with Table 8 below.
- News paper racks on private setback, shall be provided at a rate no greater than 2 per block and be of a design consistent with that of the Streetscape.

**Table 8**

Open Space Type	Min. Planted Area	Min. Seating*
Streets	reference LASED Streetscape Plan	
Sidewalks	reference LASED Streetscape Plan	
Setbacks	reference LASED Streetscape Plan	none specified
Paseos	5%	1 seat per 2000 SF**
Entry Forecourts	none specified	none specified
Courtyards	15%	1 seat per 500 SF**
Plazas	15%	1 seat per 500 SF**
Central Plaza	10%	1 seat per 250 SF**
Roof Terrace	15%	none specified

\* seats may be permanent or temporary, accessible during normal business hours

\*\* benches and seat walls are to be counted at a rate of 1 seat per 2 lineal feet of bench or seat wall

**Design Guideline 11:** Design open space areas so as to lend them the character of outdoor rooms contained by buildings and landscape that comfortably support human occupation and use.

- Design Standard 11A: Open space types shall generally be contained along a minimum percentage of their perimeter by building and/or architectural features, according to Table 9 below.

**Table 9**

Open Space Type	Min. Containment
Streets	reference LASED Streetscape Plan
Sidewalks	reference LASED Streetscape Plan
Building Setback	reference min. street wall reqs.
Paseos	50%
Entry Forecourts	25%
Courtyards	75%
Plazas	50%
Central Plaza	50%
Roof Terrace	25%

**Advisory Design Criteria**

- **Advisory Criteria:** Plazas and courtyards may incorporate amenities beyond the minimum required, including permanent and/or temporary seating, to facilitate their enjoyment and use. Seating should be placed with consideration to noontime sun and shade; mature deciduous trees should be planted as the most effective means of providing comfortable access to sun and shade.
- **Advisory Criteria:** Roof terraces should incorporate trees and other plantings in permanent and temporary planters that will shade, reduce reflective glare, and add interest to the space. These spaces should also include permanent and temporary seating that is placed with consideration to sun and shade, and other factors contributing to human comfort.
- **Advisory Criteria:** Plants and other landscape features should further contribute to the containment of open space.

- **Advisory Criteria:** Landscape elements should support an easy transition between indoors and outdoors through such means as well-sited and comfortable steps, shading devices and/or planters that mark building entrances, etc.
- **Advisory Criteria:** Landscape elements should establish scale, reinforce continuity between indoors and outdoors space, and enhance the open connective quality of the District. Mature canopy trees should be provided within the District's open spaces, especially along streets and required setbacks.
- **Advisory Criteria:** Landscape elements should provide scale, texture and color throughout the District. A rich, yet coordinated palette of landscape elements that enhances the District's identity and role as a special place is encouraged.

### C. Circulation, Access and Parking Facilities

Design Guideline 12: Reduce the visual impact of vehicular circulation and parking so as to promote sidewalk interest and pedestrian activity.

- Design Standard 12A: On-site surface parking facilities (i.e. parking lots) are prohibited within the District, except surface parking associated with a residential or hotel drop-off (porte-cochere), and existing surface parking facilities that shall be phased out by proposed development.
- Design Standard 12B: Any drive-through establishments shall be designed in consultation with LADOT, with adequate on-site queuing and access, in order to avoid spillover queuing within public streets.

Design Guideline 13: Locate ground floor parking to minimize its visibility along street level facades.

- Design Standard 13A: Parking facilities shall be located behind building or tenant space along street level facades, except for street frontage devoted to vehicular access, drop-off or valet parking facilities devoted to a residential or hotel drop-off (e.g. porte-cochere). In the Olympic West Sub-area, parking facilities may be located along the street frontage on Cherry Street, while other means of screening may be provided along Olympic Boulevard and 11<sup>th</sup> Street west of Georgia, including but not limited to display window boxes and public art elements as determined by the Cultural Affairs Commission.

### D. Service & Loading Facilities and Mechanical Equipment

Design Guideline 14: Locate access to service and loading facilities in non-obtrusive locations so that they are separated from pedestrian paseos and primary building entrances.

- Design Standard 14A: Street-level access to service and loading facilities shall be located a minimum of 50 feet from a primary building entrance, pedestrian paseo, or

public outdoor gathering area. This guideline shall not apply to a residential or hotel drop-off (porte-cochere).

**Design Guideline 15:** Screen and buffer service and loading facilities so as to block unsightly views from public streets, open spaces, and other sensitive uses.

- **Design Standard 15A:** Service and loading facilities shall be screened from public view by a wall integral to the building architecture and/or landscape treatment creating an opaque barrier. Walls or landscape treatment shall be screened to a minimum height of 8 feet.

**Design Guideline 16:** Architecturally incorporate or screen equipment such as mechanical units, antennas, or satellite dishes.

- **Design Standard 16A:** Mechanical equipment shall be either screened from public view or the equipment itself shall be integrated with the architectural design of the building.

## **2. ARCHITECTURE**

### **A. Architectural Character**

#### **Advisory Design Criteria**

- **Advisory Criteria:** Commercial projects are encouraged that are designed in an architectural style and character that is complementary of STAPLES Center and Downtown L.A., and promotes a unique district identity. Building architecture should present a clean, modern, and bold style that reflects a one-of-a-kind regional sports and entertainment district.
- **Advisory Criteria:** Buildings along Flower Street should create a compatible visual and functional transition to the adjacent South Park District. They should present a transitional mixed-use and residential character between the heart of the District along Figueroa Street and the adjacent South Park residential neighborhood.

### **B. Massing and Scale**

**Design Guideline 17:** Use building mass and orientation to define and place strong visual emphasis on the street and other important public open spaces.

- **Design Standard 17A:** Buildings shall establish a "podium" that defines the street edge and contains open space at a minimum building height of 35 feet.

**Design Guideline 18:** Incorporate a pedestrian-oriented scale at the street level.

- **Design Standard 18A:** An identifiable break shall be established between a building podium and tower element. Such a break may consist of a setback, change in material, change in fenestration, or similar means of articulation.

### **Advisory Design Criteria**

- **Advisory Criteria:** Building towers that create landmarks, punctuate the District, and define view corridors are encouraged. Towers should be located in accordance with established limitations that sensitively respond to view corridors and light and shadow impacts on public open space. The Olympic East Sub-area tower should present an especially strong iconic and memorable image at the heart of the sports and entertainment district.
- **Advisory Criteria:** Podium massing, articulation and detail, street level building entrances and storefront windows and doors, as well as the use of quality materials and decorative details should be employed to promote pedestrian scaled architecture along the street.

### **C. Articulation and Fenestration**

**Design Guideline 19:** Articulate building facades to avoid extensive blank walls that would detract from the visual interest and appearance of an active streetscape. In particular, use building fenestration to unify a building's appearance and add to a street facade's interest, scale and three-dimensional quality.

- **Design Standard 19A:** A street level façade wall shall not extend greater than 30 lineal feet without some manner of articulation. Articulation may be provided in the form of an arcade, periodic change in wall plane, building material and/or color, the introduction of building fenestration, storefront signage, or other approach that creates visual interest, and/or shadow lines.
- **Design Standard 19B:** A building facade above street level shall not extend greater than 100 lineal feet without some manner of articulation, such as fenestration relief, shadow line, or change in materials.

### **Advisory Design Criteria**

- **Advisory Criteria:** In general, glass curtain walls are discouraged.
- **Advisory Criteria:** Street level architecture that adds richness and variety to the pedestrian experience of the District is encouraged. Buildings should use a clear pattern of openings and create shadow lines that enhance the street wall, with special accommodations for exuberant storefront design in keeping with District character.
- **Advisory Criteria:** Provide well-marked, articulated, and differentiated building entrances as a helpful cue to access and addressing major uses. All public entrances to a building or use should be enhanced through compatible architectural or graphic treatment. Main building entrances should read differently from a retail storefront, restaurants, and commercial entrances.

### **D. Material and Colors**

### **Advisory Design Criteria:**

- **Advisory Criteria:** Materials and colors that are compatible with the vibrant and energetic character of the District, while exhibiting a permanence and quality appropriate to an urban setting are encouraged.
- **Advisory Criteria:** Materials should unify a building's appearance with accommodations for exuberant storefront and facility design in keeping with the area's character and a sports and entertainment district.

## **3. Signage and Lighting**

### **A. District Sign Character**

**Design Guideline 20:** Establish separate Sign Districts that support the overall design and land use concept for the LASED. Contribute to a lively, colorful, and exciting pedestrian atmosphere with animated and illuminated signage and graphics that are compatible with sports, retail, and entertainment uses. Sign districts are identified as follows:

- **Sign District A:** Sign District A includes those areas along Figueroa that directly face STAPLES Center. This Sign District will permit prominent and dynamic sign types, including video display, LED readerboards, and electronic billboards. Likewise, street level tenants will be encouraged to present dynamic, state-of-the-art facades with expressive lighting, audio-visual effects, and dimensional signage. The amount and intensity of permitted signage shall be somewhat less than Sign District A-1, nevertheless Sign District A will be an energetic and highly activated intense area of dynamic signage.
- **Sign District A-1:** Sign District A-1 includes the Central Plaza, the Convention Center Hotel, and those facades of other buildings in the Olympic East Subarea that most directly face the Central Plaza and STAPLES Center. The Central Plaza, the plaza for the Convention Center Hotel and those facades facing each in particular will be a focus of intense activity, and the signage will communicate this excitement. In addition, the Central Plaza will include Plaza Tower Signs. This Sign District will permit the most prominent and dynamic sign types, including video display, LED reader boards, and electronic billboards. Likewise, street level tenants will be encouraged to present dynamic, state-of-the-art facades with expressive lighting, audio-visual effects, and dimensional signage.
- **Sign District B:** Sign District B generally encompasses buildings and uses located along Olympic and Figueroa north of 11<sup>th</sup> Street. These streets will be active and engaging places, and signs will support the vitality and action along these streets. Signage that enhances the presence of the various uses along these streets will be encouraged, and tenants will incorporate innovative and dynamic signage. In addition, District B will include a limited amount of Freeway Edge Signs. The amount of signage will be somewhat less than Sign District A, in

recognition of Olympic and Figueroa's function as primary traffic movers; animated signage will be restricted up to 35 feet to minimize distractions to motorists.

- **Sign District C:** Signage within Sign District C will be most restrained to respond to residential uses within and adjacent to this area. The intent is to promote a more peaceful living environment without undue impacts upon residential uses. Smaller signs, no animation, less lighting and shorter operating hours will create a proper transition between the excitement of the Central Plaza and nearby neighborhoods.

## **B. Individual Sign Character**

### **Advisory Design Criteria:**

- **Advisory Criteria:** Signs that accentuate the architecture of the District and contribute to a lively and visually stimulating experience are encouraged. Signs should be conceived as an integral part of the design so as not to appear as an afterthought application.
- **Advisory Criteria:** The location, size, and appearance of building identification signs should complement the building and overall character of the district.
- **Advisory Criteria:** Tenant identification signs should fit comfortably into the storefront architecture; at the same time, they should be bold and dynamic in image, color, materials, and design.
- **Advisory Criteria:** The location, size, and appearance of tenant identification signs should contribute to a high level of street activity, and enhance the shopping and entertainment experience that is desired for the District.

## **C. Sign Visibility & Legibility**

**Design Guideline 22:** Locate and design signs for maximum visibility and legibility.

- **Design Standard 22A:** Signs shall generally face the centerline of the street, except tenant blade signs, entertainment marquee signs, freeway edge signs, and temporary displays. In addition, this standard shall not apply to A-1 District signs or district identification signs.
- **Design Standard 22B:** Tenant identification wall signs shall be located directly behind or above clear, untinted storefront glazing.

### **Advisory Design Criteria**

- **Advisory Criteria:** A building or tenant identification wall sign should be legible to the pedestrian from the opposite sidewalk.

#### **D. Sign Illumination & Animation**

Design Guideline 23: Incorporate animated and illuminated signs that are in keeping with the active character of the District.

- Design Standard 23A: Signs shall use appropriate means of illumination. These include: neon tubes; fiber optics, incandescent lamps, LEDs, cathode ray tubes, shielded spotlights and wall wash fixtures.
- Design Standard 23B: Illuminated signs may incorporate animation, such as flashing elements (i.e. borders, writing, pictorial representations, emblems or other figure of similar character) or a flashing sign surface that serves as a field backdrop during operation, except along Flower Street.
- Design Standard 23C: Animated Signs and Electronic Message Display Signs which directly front a freeway shall be discouraged. Total Animated Sign and Electronic Message Display Sign square footage within the Olympic West Subarea shall be limited to 1500 square feet. Those approved animated signs fronting a freeway shall be limited to a refresh rate of no more than once every four seconds, with an interval between messages of not less than one second, and the intensity of illumination will not change.

#### **Advisory Sign Criteria**

- **Advisory Criteria:** Innovative sign technologies are encouraged.

#### **E. Prohibited Signs**

Design Guideline 24: Require signs that exhibit quality and contribute to the civic character of the District.

- Design Standard 24A: Except as otherwise provided in the Specific Plan, the following signs are prohibited:
  - (a) Internally illuminated awnings
  - (b) Conventional plastic faced box or cabinet signs
  - (c) Formed plastic faced box or injection molded plastic signs
  - (d) Luminous vacuum formed letters
  - (e) Odor-producing signs
  - (f) Any sign covering windows, with the exception of Supergraphic Signs, which shall maintain outward views from windows
  - (g) pole signs
  - (h) sandwich board signs
  - (i) off-site signs

#### **F. General Lighting Character**

Design Guideline 25: Minimize glare upon adjacent properties, sensitive uses, and roadways.

- Design Standard 25A: A parking structure's internal light fixture luminaires shall be shielded from adjacent uses and properties.
- Design Standard 25B: Lighting shall be directed away from adjacent properties and roadways, and shielded as necessary.

**Advisory Design Criteria**

- **Advisory Criteria:** Lighting that promotes District identity is encouraged; lighting should offer a unique and visually stimulating experience, accentuate the surrounding architecture, and highlight special uses and activities.
- **Advisory Criteria:** Innovative lighting technologies are encouraged.

**G. Architectural Lighting**

**Advisory Design Criteria**

- **Advisory Criteria:** Architectural lighting that promotes public safety and supports the District's vitality and nightlife is encouraged.
- **Advisory Criteria:** Architectural lighting should complement and accentuate the building architecture.

**H. Landscape Lighting**

**Advisory Design Criteria**

- **Advisory Criteria:** Landscape lighting that promotes public safety and supports the District's vitality and nightlife is encouraged.
- **Advisory Criteria:** Landscape lighting should be of a character and scale that relates to the pedestrian and highlights special landscape features.

**4. SPECIAL FEATURES**

**A. Central Plaza**

**Design Guideline 26:** Locate the Central Plaza within the Olympic East Sub-area, as a forecourt to the retail entertainment center, and as the central meeting and public gathering place for the District. Design the Central Plaza to create a unique identity for the District

- Design Standard 26A: The Central Plaza shall establish a strong visual connection with Figueroa Street.

**Design Guideline 27:** Provide maximum flexibility in the use of the space, with a minimum of obstructions sited interior to the plaza; the use of plants, street furniture, and other design elements should be as follows:

- Design Standard 27A: Shade trees and planters of a permanent kind shall be limited to the Plaza's periphery; temporary planters may be introduced within the interior of the Plaza.
- Design Standard 27B: Outdoor furniture such as tables, seats, and benches shall be of a temporary kind, except permanent fixtures may be incorporated along the Plaza's periphery.
- Design Standard 27C: Special paving shall identify the Central Plaza as a focal point for the District, and support its ability to accommodate a variety of public activities and events.
- Design Standard 27D: The Plaza may accommodate a number of temporary outdoor uses, such as newsstands, kiosks, vending carts, etc.

#### **Advisory Design Criteria**

- **Advisory Criteria:** Lighting that contributes to the security and comfort of the Central Plaza and its surrounding, as well lighting with a lively and colorful character that lends a special identity of the District, is encouraged.
- **Advisory Criteria:** Lighting techniques should present a contemporary, state-of-the-art display, offer a unique and visually stimulating experience, accentuate the surrounding architecture, and highlight special uses and activities.
- Design Criteria: Pedestrian scale fixtures should be introduced where they are most likely to promote safety and comfort, and least likely to inhibit flexible use of the space.
- Design Criteria: Special event lighting should be directed away from adjacent properties and roadways, and shielded as necessary.

#### **B. 11<sup>th</sup> Street Pedestrian Area**

**Design Guideline 28:** Articulate the design of the 11<sup>th</sup> Street Pedestrian Area to differentiate it from the standard street. Unify the design and treatment of the 11<sup>th</sup> Street Pedestrian Area with the Central Plaza and Star Plaza at STAPLES Center.

- Design Standard 28A: Paving shall be coordinated with the adjacent plazas to complement these spaces and support the easy flow of pedestrian traffic across these spaces during off-peak closure to vehicular traffic.
- Design Standard 28B: The design of the 11<sup>th</sup> Street Pedestrian Area shall feature special paving, flat or rolled curbs, fixed bollards with removable chains along the curb line, and other improvement required by LADOT.

**APPENDIX B  
TRIP GENERATION TABLE**

Land Use Type	Units	Inbound	Outbound	Total <sup>1</sup>
Hotel	Rooms	0.163	0.145	0.308
Live Theater	Seats	0.009	0.009	0.018
Entertainment	GSF	0.482	0.257	0.739
Museum	GSF	0.294	0.588	0.882
Restaurants	GSF	2.209	1.091	3.300
Retail	LSF	0.877	0.949	1.827
General Office	GSF	0.194	0.938	1.132
Residential	DU	0.156	0.100	0.256
Sports Broadcast Office	GSF	0.239	0.146	0.385
Cinemas	Seats	0.022	0.039	0.062
Convention Center Expansion	GSF	0.124	0.696	0.820

1. Based on Weekday PM Peak Hour

**APPENDIX C  
TRAFFIC IMPROVEMENTS**

1. Blaine Street/11<sup>th</sup> Street/SR-110 SB on-ramp. Ramp to be widened to two lanes.
2. Cherry Street to Pico Boulevard. Widen the northbound approach on Cherry Street and re-stripe to provide two exclusive left turn lanes, two through lanes, and an exclusive right turn lane.
3. Georgia Street at Olympic Boulevard. Add a westbound protected left turn phase on Olympic Boulevard, and widen the northbound approach on Georgia Street to provide one exclusive left turn lane, one through lane, and one exclusive right turn lane.
4. Francisco Street & Olympic Boulevard. Install a new traffic signal. Widen Olympic Boulevard on the south side and re-stripe the westbound approach to provide a dual left turn lane (into the Project driveway). Provide a four-lane Project driveway, configured for two inbound lanes and two outbound lanes to the underground parking garage. Outbound lanes to be striped for a shared left/through/right turn lane and an exclusive right turn lane. To the west of the Project driveway, provide a one lane southbound entry to the on-site surface driveway into the site. Re-stripe the southbound approach on Francisco Street to provide one exclusive left turn lane and a shared through/right lane.
5. Figueroa Street & Olympic Boulevard. Widen and re-stripe the eastbound approach on Olympic Boulevard, to provide two exclusive left turn lanes, three through lanes, and an exclusive right turn lane. Widen the westbound approach on Olympic Boulevard and re-stripe the approach, to provide an exclusive left turn lane, three through lanes, and an exclusive right turn lane. Lengthen the existing northbound left turn on Figueroa Street.
6. 11<sup>th</sup> Street at Grand avenue. Re-stripe the westbound approach on 11<sup>th</sup> Street to provide one exclusive left turn lane, and two through lanes.
7. Neighborhood Traffic Management Plan. Fund up to \$100,000 for studies, evaluations, and implementation of a Neighborhood Traffic Management Plan, under the direction of LADOT. The Plan could include both traffic management measures and permit parking programs. This amount may be guaranteed with a bond. After a period of three years from opening the Project, the bond would be terminated and/or any unused monies returned to the Applicant.
8. Enhance connections and linkages to transit. This including physical linkages to the Metro Blue Line Station at Flower Street/Pico Boulevard, as well as directional signage to bus and rail lines, and the provision of landscaped bus stops with passenger amenities such as benches, shaded areas, and electronic real-time transit transformation.
9. Bus Shelters. Install six new bus shelters throughout the project area, at locations to be agreed between the Applicant, LADOT, and LACMTA. These will be City standard bus shelters at a minimum, although the Applicant may modify the design to fit in with the overall urban design/streetscape of the Project with the approval of the City.
10. Transit information kiosks. Provide up to two transit information kiosks on-site (one on the Olympic properties and on the Figueroa properties) for the purpose of providing information about the available transit in the area, and of dispensing tickets/passes, if feasible.
11. Crosswalks. Install 30-foot wide crosswalks at Figueroa Street/Olympic Boulevard, Figueroa Street/Pico Boulevard, 12<sup>th</sup> Street/Flower Street, and Pico Boulevard/Flower Street, where and as feasible.
12. Transportation Demand Management. Initiate and maintain a transportation demand management program that will actively promote the use of transit and rideshare, including providing Project employees and visitors with transit and rideshare information.
13. Off-site employer parking. Provide off-site parking for employees (to the north, east, and south of the Project) along with the shuttle bus service from parking locations to the Project.

14. Directional signage on access/egress corridors. Provide fixed signage on access/egress corridors to the Project to help direct inbound traffic to parking facilities, and outbound traffic to arterial and freeway ramps, up to a total of \$25,000.
15. Changeable message signs on surface streets. Participate in providing up to three additional changeable message signs (CMS), if necessary, on the surface street system in the Project area, that will be linked into the existing Traffic Operations Center (TOC), that will help direct traffic and ensure smooth traffic flows during Convention Center and STAPLES Center events.
16. Changeable message sign on freeway. Participate with Caltrans to provide one additional changeable message sign (CMS) on the freeway mainline system, if Caltrans determines it to be necessary or desirable.
17. Coordinate with Caltrans and LADOT to develop fixed and changeable signage programs to direct traffic to utilize the various different freeway off-ramps in the Project area, where necessary.
18. Participate in the existing South Park Event Parking & Circulation Management Plan, and the ongoing traffic management activities coordinated by the South Park Event Coordinating Committee.
19. 11<sup>th</sup> Street closure improvements. Develop a Traffic Control Plan, requiring LADOT approval, prior to completion and public use of the plaza to the north of 11<sup>th</sup> Street. Among the potential measures that could be included in the plan are the following (subject to the approval of LADOT):
  - Implement temporary traffic barriers or pop-up bollards on 11<sup>th</sup> Street west of Figueroa Street and east of Georgia Street to prevent traffic entering 11<sup>th</sup> Street between Georgia and Figueroa Streets during closure periods.
  - Add electronic signs to signal poles and signal mast arms at the intersections of 11<sup>th</sup> Street/Figueroa Street and 11<sup>th</sup> Street/Georgia Street, to indicate "No Entry", "Turn Left", and "Turn right" during street closures.
  - Add changeable message signs at locations to be determined by LADOT, advising motorists of alternate routes to 11<sup>th</sup> Street during street closures. Such signs would be located in the immediate vicinity of the block of 11<sup>th</sup> Street to be closed at the following intersections:
    - 11<sup>th</sup> Street & Figueroa Street
    - Olympic Boulevard & Figueroa Street
    - Olympic Boulevard & Georgia Street
    - 11<sup>th</sup> Street & Georgia Street
  - Add signs on the street approaches to the block of 11<sup>th</sup> Street to be closed to give motorists advance warning and information of alternate routes, such as at the following locations:
    - 11<sup>th</sup> Street, east of Flower Street
    - 11<sup>th</sup> Street, east of Olive Street
    - Cherry Street, south of 12<sup>th</sup> Street
  - If necessary, provide additional temporary measures, such as coning temporary traffic lanes, at the following locations:
    - Olympic Boulevard & Figueroa Street

- Olympic boulevard & Georgia Street
  - 11<sup>th</sup> Street & Georgia Street
  - 11<sup>th</sup> Street & Figueroa Street
20. 9<sup>th</sup> Street/SR-110 SB off-ramp/Georgia Street. (Voluntary measure) Cul-de-sac James Wood Boulevard immediately west of the 110 Freeway. Re-stripe James Wood Boulevard east of the 110 Freeway to allow right turn at Georgia Street. (Subject to City processing the cul-de-sac).
  21. Figueroa Street conversion to two-way between 9<sup>th</sup> Street & Olympic Boulevard. (Voluntary measure) Widen west side of Figueroa Street by 6 feet and re-stripe street to add one 20-foot southbound lane. (Contingent on City obtaining right-of-way).
  22. Provide fair share of costs for improvement of the NB SR 110 9<sup>th</sup> Street off-ramp.
  23. Re-align 12<sup>th</sup> Street to provide connections west of Figueroa and east of Flower Street.

# **Exhibit B-2**

## **Part 1 of 8**

Proposed Amendment to Development Agreement  
Comparable Redline Change Copy

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

**SECOND AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT**

This **Second** Amended and Restated Development Agreement (“Agreement”) is executed this \_\_\_ day of \_\_\_\_\_ 20056, by and among the CITY OF LOS ANGELES, a municipal corporation (“City”), ~~THE~~ L.A. ARENA LAND COMPANY, INC LLC, successor in interest to L.A. Arena Land Company, Inc. (“LandCo”), ~~and~~ FLOWER HOLDINGS, LLC (“Flower Holdings”), FIDM RESIDENTIAL, INC (“FIDM”) and FIGUEROA SOUTH LAND, LLC (“Figueroa South Land”), pursuant to California Government Code Section 65864, *et seq.*, and the implementing procedures of the City.

RECITALS

A. City, LandCo and Flower Holdings entered into that certain Development Agreement dated December 11, 2001, and recorded on December 18, 2001 in the Official Records of Los Angeles County, California, as Instrument No. 01-2421128, (the “Development Agreement”) after adoption by the City Council as Ordinance No. 174227 on September 4, 2001, as amended by Amendment to Development Agreement dated December 10, 2003, by and among City, LandCo and Flower Holdings and recorded in the Official Records of Los Angeles County, California as Instrument No. 04-0100217 (as amended, the “Original Development Agreement”);<sup>2</sup>

B. The Original Development Agreement was amended and restated in its entirety by that Amended and Restated Development Agreement dated December 14, 2005 by and among the City, LandCo, Flower Holdings, FIDM and Figueroa South Land (collectively, the “Parties”) and recorded on December 19, 2005 in the Official Records of Los Angeles County, California, as Instrument No. 05-3119740. The Original Development Agreement as amended and restated shall be hereinafter referred to as the “Amended and Restated Agreement.”

C. FIDM owns a portion of the Figueroa North Properties (APNs 5138-002-025, 5138-002-025-0100, 5138-002-025-0200 and 5138-002-020), and; Figueroa South Land owns the Figueroa South Properties (APN 5138-015-027, 5138-015-042, 5138-015-043, 5138-015-039 and 5138-015-040); Hanover, R.S. Limited Partnership owns a portion of the Figueroa North Properties (APN 5138-002-025); and JM Fig LLC, MG Fig LLC, HS Fig LLC, and CLAD Resources Borrower, LLC as tenants in common (“Figueroa Central Owners”) own the Figueroa Central Properties (APN 5138-015-026 and 5138-015-028 to 038), all of which properties are located within the Development Agreement Property. LandCo ~~has~~ and Flower Holdings have assigned ~~its~~ their rights to, and each of FIDM ~~and~~ and Figueroa South Land ~~have~~ have, Hanover and the Figueroa Central Owners has assumed LandCo’s and Flower Holdings’ obligations under, the ~~Original~~ Amended and Restated Development Agreement, as they relate to these properties.

D. The Parties desire to enter into this Second Amended and Restated Development Agreement, pursuant to Section 6.8 of the Amended and Restated Agreement, to clarify certain rights and obligations of the Parties regarding the Significant Hotel

**Parcel and Convention Center Expansion Parcel and incorporate certain modifications to the Project.**

~~C-E.~~ City, LandCo, Flower Holdings, FIDM and Figueroa South Land wish to amend and restate in its entirety the ~~Original~~ **Amended and Restated** Development Agreement pursuant to the terms of this Agreement.

**1. DEFINITIONS.**

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

1.1 “Affordable Housing Amount” shall be the sum of \$116,792. This sum shall be revised on January 1<sup>st</sup> of each year by the Department of City Planning according to the annual percentage change in the Engineering News-Record Construction Cost Index. The revised sum shall be published by the Department of City Planning in a newspaper of citywide circulation before January 31 of each year.

1.2 “Affordable Housing Units Required” means the affordable housing units required to be constructed under this Agreement in an amount equal to one affordable housing unit for each five market rate units.

1.3 “Amended and Restated Effective Date” is the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by LandCo, Flower Holdings, FIDM, and Figueroa South Land and the Mayor of the City.

1.4 “Applicable Rules” means the rules, regulations, ordinances and officially adopted policies of the City in force as of the Original Effective Date, including but not limited to the LASED Specific Plan, and the Los Angeles Municipal Code (the “Municipal Code”); **provided, however, that the amendments to the LASED Specific Plan and Los Angeles Municipal Code adopted concurrent with the adoption of this Agreement shall be included within the Applicable Rules as if such amendments were in effect as of the Original Effective Date.** Notwithstanding the language of this section or any other language in this Agreement, Applicable Rules shall not include Interim Control Ordinance No. 173,681. Additionally, notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the applicable Project plans are being processed for approval and/or under construction. Further, the Applicable Rules shall include (i) the Citywide programs which will be enacted after the Original Effective Date, for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972, and subsequent amendments to the Act; and (ii) a change in the downtown parking requirements if ultimately adopted by the City Council after the Original Effective Date to the extent the change is consistent with the Central City Community Plan Update as recommended by City Planning Commission action, dated November 12, 1998, CPC No. 94-0225CAU.

1.5 “Assignable Obligations” means those obligations imposed upon LandCo or Flower Holdings by this Agreement which may be assigned to a Transferee, as such obligations relate solely to that portion of the Development Agreement Property transferred and conveyed to a Transferee, and are assumed by the Transferee pursuant to the Assignment Agreement.

1.6 “Assignment Agreement” means a written agreement between the Developer and a Transferee of the Developer, consistent with the terms of this Agreement, in which the parties agree to specific obligations of this Agreement being transferred from the Developer to the Transferee of the Developer. To be effective, the Assignment Agreement must be acknowledged by the Director of Planning, or his/her designee, on behalf of the City.

1.7 “Community Advisory Group” means a group comprised of a representative of each of the property owners of the area within the ~~Development~~ **Development** Agreement Property, the Figueroa Corridor Coalition for Economic Justice, the Pico Union Westlake Cluster Network, the United Coalition East Prevention Project, the City Councilmember(s) of the district(s) in which the LASED Specific Plan property is located, the Los Angeles Police Department, the Department of Alcoholic Beverage Control (“ABC”) and other members, as determined to be appropriate by the Director of Planning.

1.8 “Community Plan” means the Central City Community Plan of the City’s General Plan, adopted January 8, 2003.

**1.9 “Condo-Hotel Units” means hotel rooms that are owned by third parties as condominium/hotel rooms but are managed and operated as part of a hotel pursuant to a management agreement that addresses such issues as reservations, check-in and check-out procedures, restrictions on length of stay, room access, housekeeping, and the collection and remittance of the transient occupancy tax.**

**1.10** ~~1.9~~ “Convention Center Expansion Parcel” means **an airspace lot (lot 15 of Tract Map 53383) covering** the southern portion of Olympic West Properties designated as development area 1(a) on the Specific Plan Land Use Map attached hereto as Attachment 2.

**1.11 “Convention Center Hotel” means a high-rise hotel (which may consist of two distinctly branded hotels) containing a minimum of 1000 hotel rooms, approximately 225 for-sale residential condominium units, ballroom and meeting space, together with ancillary restaurants, retail space, and parking facilities.**

**1.12** ~~1.10~~ “DDA” means that certain Disposition and Development Agreement by and among, in part, the Community Redevelopment Agency of the City of Los Angeles, the City of Los Angeles and LandCo (as assignee of the L.A. Arena Development Company, LLC) dated as of October 31, 1997, together with the First Implementation Agreement to the DDA, the Second Implementation Agreement to the

DDA, the Third Implementation to the DDA, the Fourth Implementation to the DDA and any subsequent Implementation Agreements.

**1.13** ~~1.11~~ “Developer” means collectively and individually LandCo and Flower Holdings and any subsequent transferees or assignees.

**1.14** ~~1.12~~ “Development Agreement Act” means Section 65864, *et seq.*, of the California Government Code.

**1.15** ~~1.13~~ “Development Agreement Property” means collectively six City blocks comprising approximately 27.1 acres and consisting of the ~~Two~~ Additional Figueroa North Properties and the LASED Specific Plan Properties, as shown on Attachment 1, entitled Development Agreement Property.

**1.16** ~~1.14~~ “Discretionary Action” or “Discretionary Approval” means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee of the City, to determine whether there has been compliance with statutes, ordinances or regulations.

**1.17** ~~1.15~~ “Figueroa Central Properties” means the entire City block between Figueroa and Flower Streets and between 11<sup>th</sup> and 12<sup>th</sup> Streets, as shown on Attachment 1.

**1.18** ~~1.16~~ “Figueroa North Properties” means the southern portion of the block between Figueroa and Flower Streets, and north of Olympic Boulevard, as shown on Attachment 1.

**1.19** ~~1.17~~ “Figueroa South Properties” means the northern three-fourths of the block between Figueroa and Flower Streets and between 12<sup>th</sup> Street and almost to Pico Boulevard, as shown on Attachment 1.

**1.20** ~~1.18~~ “General Plan” means the General Plan of the City, as shown on Attachment 2.

**1.21** ~~1.19~~ “LASED Specific Plan” means the Los Angeles Sports and Entertainment District Specific Plan, as amended, set forth in Ordinance No. ~~174224~~ \_\_\_\_\_, covering the LASED Specific Plan Properties, located within the Central City Community Plan area, with development areas located on and within the Olympic East Properties, the Olympic West Properties, Olympic North Properties, the Figueroa Central Properties and the Figueroa South Properties. The LASED Specific Plan regulates continued and expanded development allowing hotel, retail, entertainment, residential, live theaters, movie theaters, sound stages, office, medical clinic/sports medicine center, tourism, and similar uses within the LASED Specific Plan Properties.

1.22 ~~1.20~~ "LASED Specific Plan Properties" means the properties included within the boundaries of the LASED Specific Plan, *i.e.*, the Olympic East Properties, the Olympic West Properties, the Olympic North Properties, the Figueroa Central Properties and the Figueroa South Properties, as shown on Attachment 2.

1.23 ~~1.21~~ "Non-Assignable Obligations" means those obligations imposed upon LandCo or Flower Holdings by this Agreement which may not be assigned to a Transferee.

1.24 ~~1.22~~ "Olympic East Properties" means the entire block east of Georgia Street and west of Figueroa Street, between Olympic Boulevard and 11<sup>th</sup> Street, as shown on Attachment 1.

1.25 ~~1.23~~ "Olympic North Properties" means the southern portion of the block north of Olympic Boulevard and between Georgia and Francisco Streets, as shown on Attachment 1.

1.26 ~~1.24~~ "Olympic West Properties" means the entire block east of the 110 (Harbor) Freeway and west of Georgia Street, between Olympic Boulevard and 11<sup>th</sup> Street, as shown on Attachment 1.

1.27 ~~1.25~~ "Original Effective Date" means the effective date of the original Development Agreement, December 11, 2001.

1.28 ~~1.26~~ "Parties" means collectively LandCo, Flower Holdings, FIDM<sub>2</sub>, Figueroa South Land<sub>2</sub>, and the City.

1.29 ~~1.27~~ "Processing Fees" means all fees required by the City including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, maps and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all impact fees, linkage fees, or exactions which may be imposed by the City on development projects pursuant to laws enacted after the Original Effective Date, except as specifically provided for in this Agreement. **Processing Fees include those impact fees, linkage fees, and exactions which are in effect as of the Original Effective Date, the amounts of which are subject to ongoing annual increases which shall be calculated at time of payment.** The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount which is in effect on a Citywide basis at the time an application for the City action is made unless an alternative amount is established by the City in a subsequent agreement. Notwithstanding the language of this Section or any other language in this Agreement, Developer shall not be exempt from the payment of fees, if any, imposed on a Citywide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by the City in a subsequent agreement.

1.30 ~~1.28~~ "Project" means individually and collectively the development of projects consisting of 45,60009,70005 square feet of floor area within the area

encompassed within the Development Agreement Property, comprising approximately 27.1 acres. Development of the LASED Specific Plan Properties would consist of uses permitted by and in accordance with the LASED Specific Plan, including, but not limited to, a minimum of 1,4200 hotel rooms within the LASED Specific Plan Properties (of which up to 200 of these required hotel rooms may be provided as Condo-Hotel Units, provided that Condo-Hotel Units are not permitted on the Significant Hotel Parcel); a minimum of 500 residential units; retail, entertainment, restaurant and convention uses; live theater and cinemas; office space, including medical offices and a sports medicine center; a health/sports club; an open air plaza that could accommodate year-round venues; and support parking; except that development of the Convention Center Expansion Parcel would consist only of Convention Center related uses including meeting rooms, display rooms, exhibition rooms, offices used by employees of the Convention Center, loading, storage, concourses, food service relating to convention activities (but not including restaurants open to the public), parking, or temporary uses (including but not limited to construction staging) and placement of signage as limited by the Specific Plan, subject to the approval of the Director of Planning, and except that development of the Significant Hotel Parcel would consist of only of a first class, full-service hotel or hotels with a collective minimum of 1,2000 guest rooms (which would count towards the 1,4200 minimum hotel rooms within the LASED Specific Plan Properties), and ancillary retail, dining, meeting and ballroom facilities. (which may also be located on the Olympic West Properties), surface parking, and residential uses in connection with the development of the Convention Center Hotel.

Development of the Figueroa North Properties would consist of uses as permitted under or approved pursuant to the Applicable Rules of the Municipal Code as of the Original Effective Date, and would include, but not be limited to, residential, educational and retail uses subject to the density transfers as permitted by the LASED Specific Plan.

~~Development of the Olympic North Properties would consist of uses permitted under or approved pursuant to the Applicable Rules of the Municipal Code as of the Original Effective Date, and would include, but not be limited to, office uses and sports medicine uses, subject to the density transfers permitted by the LASED Specific Plan. Discretionary approvals may be sought under the Applicable Rules of the Municipal Code as of the Original Effective Date for both the Olympic North and Figueroa North Properties, including but not limited to, conditional use permits, variances, and commercial corners.~~

**1.31** ~~1.29~~ "Project Approvals" means the following land use actions requested by Developer from the City: 1) the LASED Specific Plan, and subsequent amendments thereto, adopted by the City which sets certain maximum floor area, height, signage regulations and other limits for the LASED Specific Plan Properties, together with conditions for liquor licenses; 2) the new LASED Zone, and subsequent amendments thereto, adopted by the City which replaces the previous zoning designations; and 3) the General Plan amendment adopted by the City which amends the Central City Community Plan Text and Map to modify the planned land use, development standards, and conditions of development for the LASED Specific Plan.

1.32 ~~1.30~~ “Public Improvements” mean (i) the streetscape improvements required under the Streetscape Plan (Attachment 3 to this Agreement), (ii) the Parks and Open Space Facilities required under Section III, D. of the Community Benefits Program (Attachment 4 to this Agreement), (iii) the Central Plaza required in Section 3.1.3.12 of this Agreement, (iii) the General Open Space required under Section 10.D.1. of the LASED Specific Plan, (iv) the Pedestrian Linkages required under Section 10.F. of the LASED Specific Plan, and (vi) the Traffic Improvements required under Section 14.B. of the LASED Specific Plan, to be implemented pursuant to that certain traffic mitigation phasing plan approved by the Los Angeles Department of Transportation (“LADOT”) on August 15, 2002, as may be modified by LADOT.

1.33 ~~1.31~~ “Reserved Powers” means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Original Effective Date that may be in conflict with the Applicable Rules, but: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council, such as floods, earthquakes and similar disaster); (2) are amendments to Chapter IX of the Municipal Code Section 91.0101, *et seq.*, (Building Code) or Chapter V of the Municipal Code Section 57.01.01, *et seq.*, (Fire Code) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Development Agreement Property; (3) are amendments to the Streetscape Plan as provided under the LASED Specific Plan; (4) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Original Effective Date); (5) constitute Processing Fees and charges imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City; or (6) are changes in the boundaries of the Downtown Traffic Impact Zone which changes parking requirements for the LASED Specific Plan Properties, as provided for in the LASED Specific Plan.

1.34 ~~1.32~~ “Significant Hotel Parcel” means the portion of Olympic East Properties designated on Attachment 2 as development area 2.

1.35 ~~1.33~~ “Streetscape Plan” means that certain Los Angeles Sports and Entertainment District Streetscape Plan which may be amended after the Amended and Restated Effective Date as permitted by the LASED Specific Plan, and adopted by the City Planning Commission on December 11, 2003, as shown on Attachment 5.

1.36 ~~1.34~~ “Transferee” means individually or collectively, Developer’s successors in interest, assignees or transferees of all or any portion of the Development Agreement Property.

~~1.35~~ “Two Additional Properties” means the Figueroa North Properties and the Olympic North Properties.

## 2. RECITALS OF PREMISES, PURPOSE AND INTENT.

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

“The Legislature finds and declares that:

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

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

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed overtime for financing of public facilities.”

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

### 2.2 City Procedures and Actions.

2.2.1 Planning Commission Action. The Planning Commission held a duly noticed public hearing on \_\_\_\_\_, 20056, and recommended approval of this Agreement on the same date.

2.2.2 City Council Action. The City Council on \_\_\_\_\_, 20056, after conducting a duly noticed public hearing, adopted Ordinance No.

\_\_\_\_\_, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Agreement, found that its provisions are consistent with the City's General Plan, the Central City Community Plan, the LASED Specific Plan, and the Municipal Code, and authorized the execution of this Agreement.

### 2.3 Purpose of this Agreement.

2.3.1 Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules, including the LASED Specific Plan and the Municipal Code, and with the terms of this Agreement and subject to the City's Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement, including the Applicable Rules of the Municipal Code as of the Original Effective Date for the ~~Two~~ Additional Figueroa North Properties and the LASED Specific Plan for the LASED Specific Plan Properties. This Agreement, therefore, is necessary to assure Developer that the Project will not be (1) reduced in density, intensity or use from what is set forth in the LASED Specific Plan for the LASED Specific Plan Properties; (2) reduced in density, intensity or use from what is set forth in the Applicable Rules of the Municipal Code for the ~~Two~~ Additional Figueroa North Properties as of the Original Effective Date; (3) subjected to new rules, regulations, ordinances or official policies which are not related to compliance with State or Federal mandates or health and safety conditions; or (4) subjected to delays for reasons other than Citywide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

2.3.2 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Development Agreement Property in accordance with the objectives set forth in the General Plan, the Central City Community Plan, the LASED Specific Plan and the Applicable Rules. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Project. The Parties believe that the orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation, increased revenues from property, sales, parking, business license and utility taxes; creation and retention of jobs in the community; enhancement of the economic viability of the Los Angeles Convention and Exhibition Center, through the development of a Convention Center Hotel and expansion of the Convention Center; implementation of substantial streetscape improvements pursuant to the Streetscape Plan within the Development Agreement Property; enhancement of the pedestrian environment for Los Angeles Convention and Exhibition Center

guests and future hotel guests, as well as other district visitors; provision of retail services for residents and visitors; and creation of attractive new market-rate and affordable housing near downtown employment centers. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement will provide the City with sufficient Reserved Powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Developer will receive assurances that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules and Reserved Powers, subject to the terms and conditions of this Agreement.

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

### 3. AGREEMENT AND ASSURANCES.

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

3.1.1 Project Development. Developer agrees that it will use its best efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to develop the Project in accordance with the terms and conditions of this Agreement, including the Applicable Rules, including, without limitation, the Municipal Code for the ~~Two~~ Additional Figueroa North Properties and the LASED Specific Plan for the LASED Specific Plan Properties, which include:

1. Dedication of Land for Public Purposes. Provisions for the dedication of land for public purposes are set forth in the conditions of approval for the LASED Specific Plan and the Streetscape Plan.

2. Description of Transportation Improvements. The transportation improvements to be included within the scope of the Project are set forth in LASED Specific Plan.

3. Intensity of Project. The maximum development intensity of the Project is set forth in the LASED Specific Plan for the Olympic West, Olympic East, Olympic North, Figueroa Central and Figueroa South Properties, and in the Applicable Rules for the ~~Olympic North Properties and Figueroa North Properties~~.

4. Maximum Height of the Project. The maximum height for each of the Project's proposed building areas is shown in the LASED Specific Plan for the Olympic West, Olympic East, Olympic North, Figueroa Central and Figueroa South Properties, and in the Applicable Rules for the ~~Olympic North and Figueroa North Properties~~.

3.1.2 Timing of Development. Buildout of the LASED Specific Plan will be a single-phase development that will occur incrementally, with development expected to begin in 2002 and buildout scheduled to occur by 2008. Beyond these general parameters, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. These decisions depend upon numerous factors that are not all within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Developer and the City to hereby acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in the LASED Specific Plan, this Agreement, the DDA or other agreements between the City and Developer. The City acknowledges that this right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement and with the Applicable Rules.

Notwithstanding anything to the contrary in this Agreement, a Transferee of Developer of all or any portion of the Development Agreement Property shall only be responsible for satisfying the obligations set forth in Section 3.1.1 and 3.1.2 the applicable Assignment Agreement which relate solely to the development of that portion of the Development Agreement Property transferred, assigned or conveyed to such Transferee and which the Transferee has agreed to perform pursuant to the Assignment Agreement applicable to such Transferee's portion of the Development Agreement Property.

3.1.3 Additional Obligations of Developer as Consideration for this Agreement.

In addition to the obligations identified in Section 3.1.1, the development assurances provided by this Agreement and the resulting construction of the Project will result in the following:

1. Convention Center Hotel . In order to enhance the long-term viability of, and benefits to the City from the Los Angeles Convention and Exhibition Center, LandCo shall assist the City in connection with the City's goal of developing a Convention Center Hotel. During the term of this Agreement, Developer agrees that the Significant Hotel Parcel can ~~only be used for Convention Center Hotel purposes and~~ surface parking, and ~~for the temporary use for~~residential uses in connection with the development of the Convention Center Hotel, and for temporary construction staging unless the Director of Planning determines that it will interfere with Convention Center Hotel development. This is a Non-Assignable Obligation solely as it relates to LandCo's obligations.

2. Convention Center Expansion . In order to enhance the long-term viability of, benefits to the City from, the Los Angeles Convention and Exhibition Center, LandCo shall assist the City in connection with the City's goal of expanding the Los Angeles Convention and Exhibition Center. During the term of this Agreement, the Convention Center Expansion Parcel can only be used for Convention Center uses and parking, and ~~for the temporary use for~~uses (including but not limited to construction staging) and placement of signage as limited by the Specific Plan, unless the Director of Planning determines that ~~itsuch temporary uses or signage~~ will interfere with development of Convention Center Expansion uses. In addition, the Developer agrees that at least one hundred twenty (120) days prior but not more than one hundred eighty (180) days prior to the commencement of a construction of a parking structure on this Parcel, the Developer will provide the City written notice of the Developer's intent to commence construction of the parking structure. Any such parking structure shall be constructed in accordance with the provisions of Section 19.2 of the DDA. This is a Non-Assignable Obligation solely as it relates to LandCo's obligations.

3. Streetscape Improvements . Developer shall make streetscape improvements in conformance with the Streetscape Plan in connection with the Development Agreement Property, as shown in Attachment 3. These streetscape improvements shall be fully implemented no later than seven (7) years from the Original Effective Date. Included in this Streetscape Improvement obligation are improvements on Pico Boulevard between Flower Street and Figueroa Street as specified by any Streetscape Plan adopted subsequent to the Original Effective Date. This is an Assignable Obligation.

4. Community Benefits Program . LandCo has undertaken and will extend the economic benefits generated by the Project to the residents and businesses near the Project site and throughout the City as set forth in the Community Benefits Program which is attached as Attachment No. 4. This is an Assignable Obligation, except as provided in Section 6.10.1.2.

5. Childcare . LandCo and/or Flower Holdings and/or their respective affiliates and subsidiaries shall provide a minimum of 100 spaces for a child care facility, whether new or expanded, either on or off-site. Of the 100 spaces, 50 spaces shall be provided prior to obtaining a certificate of occupancy for cumulative development of 1,000,000 square feet. Off-site facilities may be provided within 1,500 feet of the LASED Specific Plan Properties or on the same site as affordable housing developed as part of the Project. The remaining 50 spaces shall be provided prior to obtaining a certificate of occupancy for cumulative development of 3,000,000 square feet. Where the Developer, through Developer Participation as defined in Attachment 6, is causing the construction of an affordable housing project that contains child care spaces, the Developer may seek certification from the Director that such Developer Participation satisfies the requirements of this Section 3.1.3.5 of the Agreement by providing the Director: (i) the location of the affordable housing project containing such child care spaces, (ii) the number of child care spaces provided, and (iii) evidence of the completion of such childcare spaces. Upon written request from the Developer, the Director shall provide to the Developer written certification that such childcare spaces qualify towards the LandCo's and/or Flower Holdings' obligation to provide childcare spaces under this Section 3.1.3.5 of the Agreement, which certification shall not be unreasonably withheld, conditioned or delayed by the Director. This is a Non-Assignable Obligation.

6. Permits for Sales of Alcoholic Beverages . LandCo and Flower Holdings shall reduce the overall number of permits for sales of alcoholic beverages in the vicinity of the LASED Specific Plan Properties by acquiring 7 of its allowed 24 licenses through the purchase of existing licenses from owners in the vicinity of Staples Center. These licenses shall be purchased from within the Central City Community Plan Area or the Pico Union I & II Redevelopment Project Areas. LandCo and Flower Holdings shall prioritize obtaining its 7 acquired licenses from problematic vendors. This is a Non-Assignable Obligation.

7. Additional Conditions on Alcoholic Beverage Sales. The Developer shall comply with additional conditions relating to the sales of alcoholic beverages as set forth in Attachment No. 5. This is an Assignable Obligation.

8. Community Advisory Group . LandCo and/or Flower Holdings shall seek the ongoing input of the Community Advisory Group with respect to issuance of plan approvals for alcohol uses, parking, traffic and other issues addressed in the Community Benefits Program. LandCo and/or Flower Holdings shall provide to the City the results of its discussions with the Community Advisory Group when seeking any of these plan approvals. This is a Non-Assignable Obligation; however, any Assignment Agreement shall require a Transferee to seek input from the Community Advisory Group with respect to alcohol uses, parking, traffic and other issues addressed in the Community Benefits Program as they relate to development of the Transferee's portion of the Development Agreement Property.

9. Hot Line. LandCo shall provide a community liaison telephone hotline in connection with the Project's construction and operations. This is a Non-Assignable Obligation; however, any Assignment Agreement shall require a Transferee to cooperate in the operation of the Hot Line with respect to development of the Transferee's portion of the Development Agreement Property.

10. Lien for Cost of Improvements . As further partial consideration for the City to enter into this Agreement, Developer agrees that it will construct or fund the Public Improvements as required by the applicable Project Approvals in connection with the development of a portion of the Development Agreement Property or this Agreement subject to Section 6.9 of this Agreement, and that a lien may be placed upon the applicable portion of the Development Agreement Property for the cost of those Public Improvements in the event the Developer fails to complete the applicable Public Improvements required pursuant to the Project Approvals. The obligation to construct or fund public improvements as set forth in this section 3.1.3.10 is an assignable obligation.

11. Affordable Housing . The Developer shall construct or cause to be constructed affordable housing as set forth in Article IX of the Community Benefits Program, a copy of which is included as Attachment 4 to this Agreement, and as set forth in Attachment 6 to this Agreement. This is an Assignable Obligation.

12. Central Plaza . The Developer shall substantially complete the Central Plaza, as defined in the LASED Specific Plan, prior to the receipt of a final certificate of occupancy for any building on the Olympic West Properties or the Olympic East Properties. The Developer shall provide written notice to the Director of the substantial completion of the Central Plaza. Within thirty (30) days of the receipt of such notice, or within any extended period as mutually agreed between the Developer and the Director, the Director shall provide written concurrence to the

Developer that the Central Plaza is substantially complete or provide the reasons why the Central Plaza is not deemed substantially complete. This is a Non-Assignable Obligation.

### 3.1.4 Exceptions to Additional Obligations of Developer.

Notwithstanding anything to the contrary in Section 3.1.3 or any other provision of this Agreement, the obligations set forth in Sections 3.1.3.1 (Convention Center Hotel), 3.1.3.2 (Convention Center Expansion), and 3.1.3.12 (Central Plaza) shall not apply to the Olympic North Properties, the Figueroa North Properties, the Figueroa Central Properties or the Figueroa South Properties, or any transferees of such properties, and, except as otherwise provided herein, the obligations set forth in Sections 3.1.3.5 (Childcare), Section 3.1.3.6 (Alcoholic Beverage Permit), 3.1.3.8 (Community Advisory Group) and 3.1.3.9 (Hot Line) shall apply exclusively to LandCo and/or Flower Holdings, shall not be assignable, and shall not be binding upon any Transferee of LandCo and/or Flower Holdings to all or any portion of the Development Agreement Property, or to such portion of the property so acquired.

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

3.2.1 Entitlement to Develop. Developer has the right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules and the Reserved Powers.

3.2.2 Consistency with Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, densities, designs, heights, signage regulations and other development entitlements incorporated and agreed to herein and in the LASED Specific Plan. Additionally, the City further finds and certifies that upon execution of this Agreement, development of this Project will be exempt from Ordinance No. 173,681 (as amended) because during preparation of the EIR for this Project, the City considered significant aspects of the Project's proposed signage in relation to its site, surrounding property, and its general environmental setting.

3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Original Effective Date, including, without limitation, any of these changes by

means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules or this Agreement, shall not be applied to the Project unless these changes represent an exercise of the City's Reserved Powers.

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

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

3.2.4 Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules or the Reserved Powers. However, any subsequent Discretionary Action or Discretionary Approval initiated by Developer that is not permitted by the LASED Specific Plan or Applicable Rules, which changes the uses, intensity, density, building height or timing of the Project, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Development Agreement Property shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.2.5 Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on the Development Agreement Property which are permitted by this Agreement, insofar as this Agreement and

the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which must be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Agreement.

3.2.6 Interim Use. The City agrees that Developer may use the Development Agreement Property during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use, except as expressly provided in this Development Agreement, or in the DDA or in other agreements between the City and Developer.

3.2.7 Moratoria. In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise after the Original Effective Date, which relates to the rate, timing, or sequencing of the development or construction on all or any part of the Development Agreement Property, City agrees that the ordinance, resolution or other measure shall not apply to the Development Agreement Property or this Agreement, unless the changes: (1) are found by the City to be necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or the City Council, such as floods, earthquakes and similar disasters).

#### **4. PERIODIC REVIEW.**

4.1 Annual Review. During the Term of this Agreement, the City shall review annually compliance with this Agreement by Developer, and/or any Transferee. This periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Developer and/or a Transferee shall have the burden of demonstrating good faith compliance relating solely to such parties' portion of the Development Agreement Property and any development located thereon. The Annual Review shall be in the form of an Annual Report prepared and submitted by the Director and General Manager to the Area Planning Commission. The Report shall include: the number, type and square footage of the applicable Project issued a Project Permit Compliance and the status of such Projects; any transfers of floor area; the total number of parking spaces developed; annual TMO report; provisions for open space; any equivalency transfers; status of activities relating to streetscape improvements; status of activities relating to affordable housing provisions; status of provisions relating to child care; summary of issues from the hotline; recommendations for modifications to any of the Specific Plan Appendices; and status of any obligations of the Developer required by the Community Benefits Program (Attachment 4).

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

4.3 Director's Determination. On or before the yearly anniversary of the Original Effective Date, the Director of Planning shall make a determination regarding whether or not Developer, and/or any Transferee, has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer, and/or any Transferee, in the manner prescribed in Section 6.18. Copies of the determination shall also be available to members of the public.

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

4.5 Period to Cure Non-Compliance. If, as a result of this Annual Review procedure, it is found and determined by the Planning Director or the Planning Commission, on appeal, that Developer, and/or any Transferee, as the case may be, has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 6.3, shall submit to Developer, and/or any Transferee, as the case may be, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.18, stating with specificity those obligations of Developer, and/or any Transferee, as the case may be, which have not been performed. Upon receipt of the notice of default, Developer, and/or any transferee, as the case may be, shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than sixty (60) days after receipt of the notice of default, or any longer period as is reasonably necessary to remedy the default(s), by mutual consent of the City and Developer, and/or any Transferee, as the case may be, provided that Developer, and/or any Transferee, as the case may be, shall continuously and diligently pursue the remedy at all times until the default(s) is cured.

4.6 Failure to Cure Non-Compliance Procedure. If the Director of Planning finds and determines that Developer, or a Transferee, as the case may be, has not cured a default pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred or assigned rights and obligations, as the case may be, the Director of Planning shall make a report to the Planning Commission. The Director of Planning shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after the public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that (i) Developer or its Transferee, as the case may be, has not cured a default pursuant to this Section, and (ii) that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 6.3. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

4.7 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after the final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.8 Reimbursement of Costs. The Developer or Transferee, as the case may be, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

4.9 Evidence of Compliance Applicable to a Particular Development Agreement Property. Notwithstanding anything to the contrary in this Article 4 or any other provision of this Agreement, a Transferee of all or any portion of the Development Agreement Property shall only be responsible for submitting evidence of compliance with this Agreement as it relates solely to that portion of the Development Agreement Property transferred, assigned or conveyed to such Transferee in an Assignment Agreement authorized by Section 6.10 of this Agreement.

4.10 City's Rights and Remedies Against a Transferee. The City's rights in Article 4 of this Agreement relating to compliance with this Agreement by a Developer shall be limited to only those rights and obligations assumed by a Transferee under this Agreement and as expressly set forth in the applicable Assignment Agreement authorized by Section 6.10 of this Agreement.

4.11 From time to time, a Developer of any portion of the Development Agreement Property may, separate from the Annual Review process, submit a written request for confirmation from the Director that certain obligations of the Development Agreement have been satisfied. Subject to the time limits and process requirements of

Section 4.1., the Director shall issue a written confirmation stating either that such obligations have been satisfied or setting forth the reasons why subject obligation have not been satisfied.

## 5. DEFAULT PROVISIONS.

### 5.1 Default by Developer.

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

5.1.2 Notice of Default. The City through the Director of Planning shall submit to Developer or Transferee, as applicable, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.18, identifying with specificity those obligations of Developer or Transferee, as applicable, which have not been performed. Upon receipt of the notice of default, Developer or Transferee, shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than sixty (60) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that Developer or Transferee, as applicable, shall continuously and diligently pursue the remedy at all times until the default(s) is cured.

5.1.3 Failure to Cure Default Procedure. If after the cure period has elapsed, the Director of Planning finds and determines that Developer, or a Transferee, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or a Transferee, as the case may be, has not cured default pursuant to this Section, and that the City shall terminate or modify this Agreement, or those transferred or assigned

rights and obligations, as the case may be, Developer or the Transferee, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions) or the rights of the City under Section 3.1.3.11 of this Agreement.

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, relating solely to the defaulting Developer or Transferee and such defaulting parties portion of the Development Agreement Property after the final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3 relating to the defaulting parties rights and obligations hereunder. There shall be no termination or modification of this Agreement unless the City Council acts pursuant to Section 6.3 hereof.

## 5.2 Default by the City.

5.2.1 Default and Notice of Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Developer and any Transferee shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided that Developer or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

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

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

## 6. GENERAL PROVISIONS.

6.1 Amended and Restated Effective Date. This Agreement shall be effective upon ~~the~~ the date as it is attested by the City Clerk of the City ("Amended Restated Effective Date") after execution by LandCo, Flower Holdings, FIDM, Figueroa South Land and the Mayor of the City.

6.2 Term. The term of this Agreement ("Term") commenced on December 11, 2001 and shall extend until twenty (20) years after that date, unless the Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Development Agreement Property approved concurrently with, or subsequent to, the Original Effective Date. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the City's Reserved Powers or moratoria.

6.3 Appeals to City Council. Where an appeal by Developer, or its Transferees, as the case may be, to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, that appeal shall be taken, if at all, within twenty (20) days after the mailing of the finding and/or determination to Developer, or its Transferees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after the mailing, or within any additional period as may be agreed upon by Developer, or its Transferees, as the case may be, and the Council. The failure of the City Council to act shall not be deemed to be a denial or an approval of the appeal, which shall remain pending until final City Council action.

6.4 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be

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

## 6.5 Dispute Resolution.

6.5.1 Dispute Resolution Proceedings. The Parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; (b) non-binding arbitration as provided below; or (c) any other manner of dispute resolution which is agreed upon by the Parties.

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

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

6.5.4 Extension of Agreement Term. The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in

which the Parties are engaged in dispute resolution to the degree that an extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of this dispute resolution.

6.6 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto.

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

6.8 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868, and any Transferee of Development Agreement Property, in the event such amendment affects the rights and obligations of the Transferee under this Agreement in connection with the development, use and occupancy of its portion of the Development Agreement Property and/or any improvements located thereon. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent Discretionary Action, or any conditions or covenants relating to the use of the Development Agreement Property not allowed or provided for under the Applicable Rules or the LASED Specific Plan shall require notice and public hearing before the Parties may execute an amendment thereto. LandCo or a Transferee, as applicable, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by LandCo or a Transferee, including the cost of any public hearings.

6.9 Additional Remedies. Developer further agrees that if it or a Transferee, as applicable, fails to complete any of the Public Improvements as defined in this Agreement, the City may, but is not obligated to, (1) cause the Public Improvements to be constructed, (2) assess that portion of the Development Agreement Property owned by the Developer or Transferee responsible for such Public Improvement under this Agreement or an Assignment Agreement for the reasonable cost of constructing the Public Improvements, including the administrative costs and overhead of the City, and (3) record a lien for the assessment against that portion of the Development Agreement Property owned by the Developer or Transferee responsible for such Public Improvement under this Agreement or an Assignment Agreement. These remedies are subject to the Developer's and Transferee's right to notice and cure under Section 5.1 of this Development Agreement. This Section does not create an exclusive remedy. It is in addition to, and cumulative of, any other remedies provided by applicable law or this Agreement which permits the City to require completion of a public improvement.

Utilization of this Section does not constitute a waiver of the right to exercise any other lawful means to obtain completion of the specified Public Improvements.

6.10 Assignment. The Development Agreement Property, as well as the rights and obligations of Developer under this Agreement, may be transferred or assigned in whole or in part by Developer to a Transferee without the consent of the City, except as set forth below in Sections 6.10.1 and 6.10.2.

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

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

6.10.1.2. Non-Assignable Obligations. Developer may not assign in whole or in part any Non-Assignable Obligation of the Agreement. Non-Assignable Obligations are those required in (i) Section 3.1.3.1 (Convention **Center** Hotel), (ii) Section 3.1.3.2 (Convention Center Expansion), (iii) Section 3.1.3.5 (Childcare), (iv) Section 3.1.3.6 (Permits for Sales of Alcoholic Beverages), (v) Section 3.1.3.8 (Community Advisory Group), provided however, that any Assignment Agreement shall require a Transferee to seek input from the Community Advisory Group with respect to alcohol uses, parking, traffic and other issues addressed in the Community Benefits Program as they relate to development of the Transferee's portion of the Development Agreement Property, and (vi) Section 3.1.3.9 (Hot Line), provided however, that any Assignment Agreement shall require a Transferee to cooperate in the operation of the Hot Line with respect to development of the Transferee's portion of the Development Agreement Property, and (vii) Section 3.1.3.12 (Central Plaza), (viii), Sections III.C, III.D and IX.C of the Community Benefits Program (Attachment 4 to this Agreement). The remaining additional obligations imposed upon LandCo and/or Flower Holdings in this Agreement are Assignable Obligations, as such obligations relate solely to such Transferee's portion of the Development Agreement Property. Furthermore, a Transferee shall assume all other obligations of Developer or any successor transferor hereunder as expressly set forth in the Assignment Agreement.

6.10.1.3. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, including,

without limitation, in Section 3.1.4, a Transferee of Development Agreement Property expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Developer and which are expressly set forth in the applicable Assignment Agreement.

6.10.1.4. Developer May Provide Affordable Housing for Transferee. As part of the transfer of all or any portion of the Development Agreement Property for residential development, the transferring Developer may satisfy the affordable housing requirement on behalf of its Transferees relating to such portion of the Development Agreement Property so assigned, transferred and conveyed by Developer provided that the terms of such arrangement are set forth in the applicable Assignment Agreement which is acknowledged by the City.

6.10.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each parties' Developer of any portion of the Development Agreement Property shall be solely and only liable for performance of such Developer's obligations applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property together with any obligations assignable under this Agreement, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations so assumed and shall have the rights of a "Developer" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the Director, the transferring Developer, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of a Developer of any portion of the Development Agreement Property to perform such Developer's obligations set forth in the applicable Assignment Agreement may result, at the City's option, in a declaration that this Agreement has been breached and the City may, but shall not be obligated to, terminate or modify this Agreement solely as it relates to the defaulting parties', and such defaulting parties' Development Agreement Property as provided for in Section 5.1 hereof, subject to such defaulting parties' right to notice and opportunity to cure the default in accordance with provisions of Section 5.1 hereof.

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

6.12 Cooperation and Implementation.

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

6.12.2 Other Governmental Permits. Developer or Transferee, as the case may be, shall apply in a timely manner for other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Developer or Transferee, as the case may be, in its endeavors to obtain the permits and approvals and shall, from time to time at the request of Developer or Transferee, as the case may be, attempt with due diligence and in good faith to enter into binding agreements with any entity to ensure the availability of permits and approvals, or services, provided the agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, *et seq.*) or the provisions of other laws to create legally binding, enforceable agreements between the Parties. To the extent allowed by law, Developer or Transferee, as the case may be, shall be a party to any agreement, or a third party beneficiary of the agreement, entitled to enforce for its benefit on behalf of the City, or in its own name, the rights of the City or Developer or Transferee, as the case may be, thereunder or the duties and obligations of the Parties thereto. Developer or Transferee, as the case may be, shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any agreement provided that Developer or Transferee, as the case may be, has requested it. Developer or Transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Developer or Transferee, as the case may be, except where Developer or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

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

6.13 Relationship of the Parties. It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Developer is an independent contractor and not an agent of the City. Further, the City

and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

6.14 Hold Harmless . Each Developer of any portion of the Development Agreement Property hereby agrees to and shall indemnify, save, hold harmless and defend the City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from such Developer or such Developer's contractors, subcontractors', agents', or employees' operations in connection with the construction of the Project, whether operations be by such Developer or any of such Developer's contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for such Developer or any of such Developer's contractors or subcontractors. Each Developer of any portion of the Development Agreement Property further agrees to and shall indemnify, save, hold harmless and, if requested by the City, such Developer shall defend the City in any action brought by a third party (1) challenging the validity of this Agreement or (2) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement solely as it relates to the portion of the Development Agreement Property owned by such Developer. Nothing in this Section shall be construed to mean that each Developer of any portion of the Development Agreement Property shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, or negligent failure to act, on the part of the City. City agrees that it shall fully cooperate with each Developer of any portion of the Development Agreement Property, as applicable, in the defense of any matter in which such Developer is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

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

If to the City:

Director of Planning  
City of Los Angeles

with copies to:

General Manager  
Department of Transportation

200 North Spring Street, 5th Floor  
Los Angeles, California 90012

Chief Legislative Analyst  
200 North Spring Street, Room 255  
Los Angeles, California 90012

If to LandCo:

Mr. Ted Tanner  
L.A. Arena Land Company, Inc. ~~LLC~~  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

And

If to Flower Holdings:

City of Los Angeles  
221 North Figueroa, 5th Floor  
Los Angeles, California 90012

Managing Assistant City Attorney,  
City of Los Angeles  
Real Property/Environment Division  
700 City Hall East, 200 N. Main Street  
Los Angeles, California 90012

with copies to:

Mr. Don Berges  
L.A. Arena Land Company, Inc. ~~LLC~~  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

Mr. William F. Delvac, Esq.  
Latham & Watkins  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

If to Flower Holdings:

Mr. Ted Tanner  
L. A. Area Land Company, Inc.  
**Flower Holdings, LLC**  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

with copies to:

Mr. Don Berges  
L.A. Arena Land Company, Inc.  
**Flower Holdings, LLC**  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

Mr. William F. Delvac, Esq.  
Latham & Watkins  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

If to FIDM:

Ms. Annie Johnson  
919 South Grand Avenue  
Los Angeles, California 90015

with copies to:

Ms. Amy R. Forbes, Esq.  
Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, California 90071

If to Figueroa South Land:

with copies to:

c/o Williams and Dame Development, Inc.  
Mr. Homer G. Williams  
1325 NW Flanders  
Portland, Oregon 97209

Mr. Bradley S. Miller, Esq.  
Ball Janik LLP  
Suite 1100  
101 SW Main Street  
Portland, Oregon 97204

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

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

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

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

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

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

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

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

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

6.25 Discretion to Encumber. This Agreement shall not prevent or limit Developer in any manner, at its sole discretion, from encumbering the Development Agreement Property or any portion of the Development Agreement Property or any improvement on the Development Agreement Property by any mortgage, deed of trust or other security device securing financing with respect to the property Development Agreement Property or its improvements. **Such permitted security instruments and related interests shall be referred to as "Security Financing Interests".**

6.26 Entitlement to Written Notice of Default. ~~The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Development Agreement Property, or any part thereof, and their successors and assigns~~ **holder of any applicable Security Financing Interests ("Lender")** shall, upon written request to the City, be entitled to receive from the City written notification of any default by Developer **or a Transferee** of the performance of Developer's **or a Transferee's** obligations under this Agreement which has not been cured within sixty (60) days following the date of default. ~~LandCo.~~ **Whenever the City shall deliver any notice or demand to the Developer or a Transferee pursuant to this Agreement with respect to any breach or default by such Developer or Transferee, the City shall at the same time deliver to the Lender a copy of such notice or demand. Developer or the applicable Transferee shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default. Prior to either the Director of Planning initiating any procedure pursuant to Section 5.1.3 or any modification or termination of this Agreement pursuant to Section 5.1.4, Lender shall have the right at its option within sixty (60) days after the receipt of such notice, to cure or remedy any such default.**

6.27 Tentative Maps. Pursuant to California Government Code Section 66452.6(a), the duration of tentative maps filed subsequent to the Original Effective Date shall automatically be extended for the Term of this Agreement.

6.28 Replacement. This Agreement shall supersede and take the place of the Original Development Amended and Restated Agreement on the Amended and Restated Effective Date.

6.29 Counterparts. This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page and Table of Contents, consists of 363 pages and 6 Attachments which constitute the entire understanding and agreement of the Parties.

**6.30 Mortgagee Protection. If any Lender, as a condition of providing financing for development of any Project or portion thereof, requests any modification of this Agreement in order to protect its interests in the Project or this Agreement, City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement. Any lien created against any portion of the Development Agreement Property pursuant to this Agreement shall attach from the date on which a notice of lien is recorded in the Official Records of Los Angeles, County. If any portion of the Development Agreement Property shall be subject to a monetary lien created by this Agreement and the lien of any Security Financing Interests, then (i) the foreclosure of any lien created under this Agreement shall not operate to affect or impair the lien of such Security Financing Interests and (ii) the foreclosure of the lien of such Security Financing Interests or sale under a power of sale shall not operate to affect or impair the lien created under this Agreement.**

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

"City"

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

By: .....  
Antonio Villaraigosa, Mayor

APPROVED AS TO FORM:  
ROCKARD J. DELGADILLO,  
City Attorney

By: .....  
..... [name]

~~Susan D. Pfann~~ Laura Cadogan  
~~Assistant Deputy City Attorney~~

DATE: ....., 20056

ATTEST:  
Frank T. Martinez, City Clerk

By: .....  
..... Deputy  
DATE: ....., 20056

L.A. Arena Land Company, Inc ~~LLC~~,  
a Delaware Corporation Limited Liability  
Company

Flower Holdings, LLC, a Delaware  
Limited Liability Company

By: .....  
Name: Ted Tanner  
Title: Vice President

By: .....  
Name: Ted Tanner  
Title: Vice President

FIDM Residential, Inc.

APPROVED AS TO FORM:

By: .....  
Name: .....  
Title: .....

By: .....  
Name: William F. Delvac  
of Latham & Watkins LLP

Figuroa South Land, LLC, an Oregon Limited

Liability Company

By: Figueroa South Development Limited Partnership, an Oregon limited partnership, its Manager

Name:

Title:

APPROVED AS TO FORM:

By: .....  
Name: William F. Delvae  
of Latham & Watkins LLP

Counsel for L.A. Arena Land Company, Inc.  
and Flower Holding, LLC

By: .....  
Name:

Counsel for FIDM Residential, Inc.

By: .....  
Name:

Counsel for Figueroa South Land, LLC

By: WDD California, Inc., an Oregon corporation, its General Partner

By: .....  
Name: Gary A. Finicle  
Title: Secretary/Treasurer

Counsel for L.A. Arena Land Company, LLC and Flower Holding, LLC

By: .....  
Name:

Counsel for FIDM Residential, Inc.

By: .....  
Name:

Counsel for Figueroa South Land, LLC

## ATTACHMENT 6

### IMPLEMENTATION OF AFFORDABLE HOUSING PROGRAM

This Attachment 6 is intended to establish the general process for (I) determining and certifying that affordable housing units have been constructed or caused to be constructed by Developer (including by satisfying the obligations of a Transferee pursuant to Section 1.4 below), and/or its respective affiliates and subsidiaries, and (ii) allocating credit for the development of such affordable housing units to particular market-rate units.

#### 1. Affordable Housing.

##### 1.1. Requirements for Affordable Housing Units .

1.1.1. Number of Affordable Housing Units Required . Developer shall construct or cause to be constructed affordable housing units in an amount equal to the ratio of one affordable housing unit for each five market rate units.

1.1.2. Location of Affordable Housing Units. The affordable housing required by Section 3.1.3.11 of the Agreement and by this Attachment 6 may be located on the same site as the market-rate units, in other locations within the Development Agreement Property, or on off-site locations located within a three -mile radius from the intersection of 11th and Figueroa Streets.

1.1.3. "Construct or Cause to be Constructed" and "develop or cause to be developed" shall mean: construction of affordable housing units within the Project or off-site either:

(i) by Developer , or

(ii) by "Developer Participation ". Developer Participation means participation by Developer in the construction of affordable housing units within the Project or off-site through providing equity, long-term forgivable or below-market loans, grants, subsidies, land or any combination thereof, in an amount equal to either:

(a) the total value of at least \$40,000 per affordable housing unit for units for which a building permit has not already been issued as of the date of the Developer Participation, or

(b) the sum needed to satisfy a gap in financing as of the date of the Developer Participation for affordable housing units for which a building permit has already been issued as of the date of the Developer Participation. This sum to satisfy a gap in financing must be certified to by the Director, in consultation with the Community Redevelopment Agency of the City of Los Angeles (the "CRA") Administrator or his or her designee ("Administrator") before its payment will qualify as

Developer Participation under this subparagraph (b). The Developer agrees to pay a pre-determined fee to the CRA for its administrative costs in providing such certification.

1.1.4. Allowable Credit for Affordable Housing Units

1.1.4.1. Affordable Housing Units Where Building Permit Issued . For Developer Participation in affordable housing units for which a building permit has already been issued as of the date of the Developer Participation, the Developer shall be entitled to a credit equal to one-half of an affordable housing unit for each such unit.

1.1.4.2. Affordable Housing Units Where Building Permit Not Issued. For all other affordable housing units constructed or caused to be constructed on site or off site as permitted by this Agreement, the Developer shall be entitled to a full credit for each affordable housing unit.

1.2. Phasing of Affordable Housing Units .

1.2.1. General. The Developer shall ensure that the development of affordable housing units occurs in a time frame that is reasonably contemporaneous with the overall development of housing units permitted under the Agreement. The Developer agrees that the City will enforce such development of affordable housing units by phasing the issuance of certificates of occupancy for market rate units so that the First Half of Affordable Housing Units (as defined in Section 1.2.2 below) are required to be constructed at the time of issuance of certificates of occupancy for market rate units, and the Second Half of Affordable Housing Units (as defined in Section 1.2.2.2 below) are required to be constructed thirty six months later.

1.2.2. First Half of Affordable Housing Units . The First Half of Affordable Housing Units are required to be constructed at the time of issuance of certificates of occupancy for market rate units. The City will not issue a certificate of occupancy for market rate units within the Development Agreement Property except as follows:

1.2.2.1. Proof of Construction of or Deposit of Funds for First Half of Affordable Units. Developer must provide either (a) proof to the Director of Planning (“Director”) of the issuance of a certificate of occupancy for 50% of the affordable housing units required in connection with the development of such market rate units (“First Half of Affordable Housing Units”) in accordance with the provisions Article IX of the Community Benefits Program and Section 1.1 of this Attachment 6 or (b) the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per affordable housing unit within the First Half of Affordable Housing Units to the City of Los Angeles Housing Department (the “Housing Department”) for which the Developer is unable to provide evidence of a certificate of occupancy; and

1.2.2.2. Deposit for Second Half of Affordable Housing Units .  
Developer must post a letter of credit, deposit or other guarantee (the “Security”)

reasonably acceptable to the Director with the Housing Department in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per affordable housing unit for the balance of the affordable housing units required by Section 1.1 of this Attachment 6 in connection with the issuance by the City of a certificate of occupancy for such market rate units ("Second Half of Affordable Housing Unites"). Such Security must be payable to the City upon demand three years after posting of such Security by Developer.

1.2.2.3. Additional Information Required Prior to Issuance of Certificate of Occupancy for Market Rate Units.

a. If the affordable housing units are located on a different site from the market-rate units, Developer must provide:

(i.) Evidence, including but not limited to, the pre-certification issued by the Director in accordance with Section 1. 3.1 that the affordable housing units met the definition of Developer Participation.

(ii.) A description, including the number and location, of the market-rate units to which the affordable housing units are to be credited;

(iii.) The number of affordable housing units to be credited to the market-rate unit; and

(iv.) The location of the affordable housing units.

b. For all affordable housing units required, Developer must provide evidence, including, if required by the Director, a certified copy of a covenant approved by the Housing Department and recorded against the property where the affordable housing units are located or other assurances reasonably satisfactory to the City, relating to the satisfaction of the requirements of Section IX.B of the Community Benefits Program, including:

i. Distribution of affordable units to the following Area Median Income ("AMI") levels: (a) 30% affordable to families earning zero to 50% of AMI, (b) 35% affordable to families earning 51% to 60% of AMI, and (c) 35% affordable to families earning 61% to 80% of AMI, or a distribution providing greater affordability;

ii. Thirty-year restriction on affordability of units;

iii. Location of affordable housing units within the Project or in a redevelopment area within a three-mile radius of the intersection of 11<sup>th</sup> Street and Figueroa Street; and

iv. Priority tenancy given to persons relocated in connection with the development of STAPLES Center.

c. Where the Developer, through Developer Participation, is constructing or causing the construction of affordable housing units for which a building permit has already been issued as of the date of Developer Participation, evidence of certification by the Director that such Developer Participation satisfies a gap in financing in the development of the affordable housing units existing as of the date of the Developer Participation ("Gap Certification). Such Gap Certification shall be based on reasonable evidence that additional funding beyond that which was anticipated prior to construction is required to complete construction of the affordable housing units (notwithstanding that funding may possibly be available from sources other than Developer).

1.2.3. Second Half of Affordable Housing Units. The deadline for actual construction of the balance of the affordable housing units ("Second Half of Affordable Housing Units Deadline") is 36-months following the issuance of a certificate of occupancy by the City for the market rate units as set forth in this Section 1.2.2. By the Second Half of Affordable Housing Units Deadline, the Developer shall provide proof to the Director of the issuance of a certificate of occupancy for the Second Half of Affordable Housing Units required which were secured in accordance with Section 1.2.2.2 of this Attachment 6. If Developer is unable to provide proof of the issuance of a certificate of occupancy for all or any portion of the Second Half of Affordable Housing Units required by the Second Half of Affordable Housing Units Deadline, the Developer shall be deemed to have satisfied the requirements of this Agreement with the Security previously posted in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per each required affordable housing unit within the Second Half of Affordable Housing Units for which the Developer is unable to provide the Director evidence of a certificate of occupancy.

1.2.4. Security. When proof of a certificate of occupancy is provided to the Director pursuant to Section 1.2.2.3 of this Attachment 6 for an affordable housing unit guaranteed by the Security, the Security shall be returned to the Developer upon Developer's providing proof to the Director of the issuance of a certificate of occupancy for each such affordable housing unit. The Director may draw on any remaining amounts of the Security immediately after the date posted with the Housing Department with respect to the First Half of Affordable Housing Units and immediately after the Second Half of Affordable Housing Units Deadline with respect to the Second Half of Affordable Housing Units.

1.3. Process for Certification of Satisfaction of Affordable Housing Requirements.

1.3.1. Pre-certification. Upon satisfaction of the requirements of Section 1.2.2.3 of this Attachment 6, the Director shall issue to the Developer of the market rate units a written certification that Developer has satisfied the affordable housing requirements of this Agreement that must be met prior to the issuance of a certificate of occupancy for such market rate units on the Development Agreement Property (except for the requirements to provide a certificate of occupancy or a deposit equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) for the First Half of Affordable Housing Units, and security in an amount equal

to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per Affordable Housing Unit for the Second Half of Affordable Housing Units).

This pre-certification shall not be unreasonably withheld, conditioned or delayed by the Director. Upon receipt by the Director of all applicable information regarding the proposed Developer Participation, the Director shall deliver to the Developer either (I) a written pre-certification that such participation meets the definition of Developer Participation under Section 1.1.3 of this Attachment 6, or (ii) a written denial setting forth the reasons why such participation will not meet such definition. The Director and the Developer shall cooperate in good faith to resolve all matters relating to the Director's denial of such proposed participation as expeditiously as possible.

1.3.2. Final Certification . Upon satisfaction of all of the Developer's requirements of Section 1.2 of this Attachment 6, the Director shall issue a written certification to the Developer of the market rate units that such Developer has satisfied all affordable housing obligations under this Agreement for those market-rate units, which written certification will not be unreasonably withheld, conditioned or delayed.

1.3.3. Qualified Contributions to Community Partners. Notwithstanding any other provision of this Agreement, the Director shall issue final certification to a Developer pursuant to Section 1.3.2 provided the following criteria are met:

a. The Developer has provided equity, long-term forgivable or below-market loans, grants, subsidies, land or any combination thereof in an amount equal to the total value of at least \$40,000 per affordable housing unit for units for which a building permit has not already been issued (a "Qualified Contribution") to a Community Partner (as defined in Section 1.3.3.1. below).

b. Except as provided in Section 1.3.3.2, the Qualified Contribution is provided prior to the issuance of a building permit for that Developer's market rate units.

c. If the Qualified Contribution is made to any of the Community Partners described in Section 1.3.3.1.b. or c., the Community Partner must enter into an agreement with the CRA or the City, which includes the following:

(i.) A provision that the Community Partner shall use the Qualified Contributions for construction of at least one affordable housing unit for each \$40,000 amount received.

(ii.) A provision that the affordable housing units shall be located within a three (3) mile radius of the intersection of 11<sup>th</sup> and Figueroa Streets.

(iii.) A provision that the Qualified Contributions shall be deposited into a segregated account.

(iv.) Performance standards, a compliance process, enforcement provisions and adequate assurance that affordable housing units shall be constructed within a reasonable period, but in any event, within 5 years (subject to extension by the Director) following a Qualified Contribution.

1.3.3.1. Community Partners. For purposes of this Section 1.3.3, a Community Partner shall be any one of the following:

a. The YWCA. The Young Women's Christian Association of Greater Los Angeles (the "YWCA") shall qualify as a Community Partner solely in connection with its Job Corps housing project at 1016, 1026 and 1032 South Olive Street, Los Angeles, California (the "YWCA Project").

b. The Land Trust. The Figueroa Corridor Land Company, the Figueroa Corridor Community Land Trust, or a non-profit, tax-exempt corporation designated by the Coalition to hold funds for these entities (the "Land Trust") shall qualify as a Community Partner provided that it enters into an agreement that complies with Section 1.3.3.c.

c. Other Community Partners. Nonprofit, tax-exempt entities with an established history of at least 5 years experience with affordable housing development within a three (3) mile radius of Figueroa and 11<sup>th</sup> streets in Los Angeles may be deemed Community Partners provided they have entered into an agreement which complies with Section 1.3.3.c. and they are approved as Community Partners by the City Council.

d. The YWCA, the Land Trust and any other Community Partner shall be eligible to participate in the program for the cooperative development of affordable housing provided under Section IX.C. of the Community Benefits Program.

1.3.3.2. Allocation of Affordable Housing Credits for the YWCA Project. 200 units of very low affordable housing credit shall be allocated to Figueroa South Land LLC or its affiliates ("Figueroa South") in connection with the YWCA Project, provided that Figueroa South has provided a Qualified Contribution for each such affordable housing unit pursuant to the Owner Participation Agreement between the CRA and the YWCA approved by the CRA on May 19, 2005 and the Agreement among the CRA, the YWCA and Figueroa South Land LLC approved by the CRA on August 18, 2005. For the purposes hereof, an affiliate of Figueroa South Land LLC is any entity in which WDD California, Inc. or its successor has an ownership or management interest. Of these 200 units of affordable housing credit, 130 units shall be applied to the affordable housing obligation created by the development of up to 650 market-rate units on the Figueroa South Properties. The remaining 70 units of affordable housing credit ("Remainder Credits") may only be used in connection with the affordable housing obligation created by development on the Figueroa South

Properties by the owner of the Figueroa South Properties or on other property owned by Figueroa South and may not otherwise be transferred or assigned.

1.3.3.3. Figueroa South will pay to the Land Trust an amount equal to \$10,000 for each Remainder Credit applied by Figueroa South within the Development Agreement Property up to a maximum payment of \$700,000. Such payment for each Remainder Credit shall be made within 60 days of obtaining a building permit for market rate units for which application of that Remainder Credit is being made towards an affordable housing requirement. If Figueroa South transfers or assigns its interest in the Remainder Credits, Figueroa South shall within 60 days of such transfer or assignment pay to the Land Trust an amount equal to \$10,000 per Remainder Credit transferred or assigned (up to a maximum of \$700,000 less the amount of any payment already made to the Land Trust under this Section 1.3.3.3 for applied Remainder Credits). Figueroa South shall provide the Land Trust notice prior to obtaining a building permit for market rate units for which application of Remainder Credits is being made or any transfer or assignment of any interest in the Remainder Credits. No payment shall be made with respect to any Remainder Credit used for property outside the Development Agreement Property. The Land Trust shall use such funds for land acquisition and/or costs of construction of affordable housing units.

1.4. Transferees . A Transferee of any portion of the Development Agreement Property shall have the right to have LandCo and/or Flower Holdings and/or their respective affiliates and subsidiaries, as the transferring Developer in fee simple title (each, a "Transferring Developer") satisfy such Transferee's affordable housing requirement provided that the terms of such arrangement are set forth in the Applicable Assignment Agreement which is acknowledged by the City.

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**SECOND AMENDED AND RESTATED**

DEVELOPMENT AGREEMENT

by and among

THE CITY OF LOS ANGELES,

~~THE~~ L.A. ARENA LAND COMPANY, INC. LLC,

FLOWER HOLDINGS, LLC,

FIDM RESIDENTIAL, INC.,

and

FIGUEROA SOUTH LAND, LLC

September                      , 20056

ATTACHMENT 1

Development Agreement Area Map

ATTACHMENT 2

Los Angeles Sports and Entertainment District

Specific Plan Map

ATTACHMENT 3

Los Angeles Sports and Entertainment District

Streetscape Plan

**ATTACHMENT 4**

**COMMUNITY BENEFITS PROGRAM**

ATTACHMENT 5

Conditions for On-Site and Off-Site Consumption Permits

ATTACHMENT 6

Implementation of Affordable Housing Program

ATTACHMENT 4

~~Community Benefits Program~~

# **Exhibit B-2**

## **Part 2 of 8**

Proposed Amendment to Development Agreement  
Clean Proposed Copy

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

SECOND AMENDED AND RESTATED  
DEVELOPMENT AGREEMENT

This Second Amended and Restated Development Agreement (“Agreement”) is executed this \_\_\_ day of \_\_\_\_\_ 2006, by and among the CITY OF LOS ANGELES, a municipal corporation (“City”), L.A. ARENA LAND COMPANY, LLC, successor in interest to L.A. Arena Land Company, Inc. (“LandCo”), FLOWER HOLDINGS, LLC (“Flower Holdings”), FIDM RESIDENTIAL, INC (“FIDM”) and FIGUEROA SOUTH LAND, LLC (“Figueroa South Land”), pursuant to California Government Code Section 65864, *et seq.*, and the implementing procedures of the City.

RECITALS

A. City, LandCo and Flower Holdings entered into that certain Development Agreement dated December 11, 2001 and recorded on December 18, 2001 in the Official Records of Los Angeles County, California, as Instrument No. 01-2421128 (the “Development Agreement”) after adoption by the City Council as Ordinance No. 174227 on September 4, 2001, as amended by Amendment to Development Agreement dated December 10, 2003, by and among City, LandCo and Flower Holdings and recorded in the Official Records of Los Angeles County, California as Instrument No. 04-0100217 (as amended, the “Original Development Agreement”).

B. The Original Development Agreement was amended and restated in its entirety by that Amended and Restated Development Agreement dated December 14, 2005 by and among the City, LandCo, Flower Holdings, FIDM and Figueroa South Land (collectively, the “Parties”) and recorded on December 19, 2005 in the Official Records of Los Angeles County, California, as Instrument No. 05-3119740. The Original Development Agreement as amended and restated shall be hereinafter referred to as the “Amended and Restated Agreement.”

C. FIDM owns a portion of the Figueroa North Properties (APNs 5138-002-025, 5138-002-025-0100, 5138-002-025-0200 and 5138-002-020); Figueroa South Land owns the Figueroa South Properties (APN 5138-015-027, 5138-015-042, 5138-015-043, 5138-015-039 and 5138-015-040); Hanover, R.S. Limited Partnership owns a portion of the Figueroa North Properties (APN 5138-002-025); and JM Fig LLC, MG Fig LLC, HS Fig LLC, and CLAD Resources Borrower, LLC as tenants in common (“Figueroa Central Owners”) own the Figueroa Central Properties (APN 5138-015-026 and 5138-015-028 to 038), all of which properties are located within the Development Agreement Property. LandCo and Flower Holdings have assigned their rights to, and each of FIDM, Figueroa South Land, Hanover and the Figueroa Central Owners has assumed LandCo’s and Flower Holdings’ obligations under, the Amended and Restated Development Agreement, as they relate to these properties.

D. The Parties desire to enter into this Second Amended and Restated Development Agreement, pursuant to Section 6.8 of the Amended and Restated Agreement, to clarify certain rights and obligations of the Parties regarding the Significant Hotel Parcel and Convention Center Expansion Parcel and incorporate certain modifications to the Project.

E. City, LandCo, Flower Holdings, FIDM and Figueroa South Land wish to amend and restate in its entirety the Amended and Restated Development Agreement pursuant to the terms of this Agreement.

## 1. DEFINITIONS.

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

1.1 “Affordable Housing Amount” shall be the sum of \$116,792. This sum shall be revised on January 1<sup>st</sup> of each year by the Department of City Planning according to the annual percentage change in the Engineering News-Record Construction Cost Index. The revised sum shall be published by the Department of City Planning in a newspaper of citywide circulation before January 31 of each year.

1.2 “Affordable Housing Units Required” means the affordable housing units required to be constructed under this Agreement in an amount equal to one affordable housing unit for each five market rate units.

1.3 “Amended and Restated Effective Date” is the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by LandCo, Flower Holdings, FIDM and Figueroa South Land and the Mayor of the City.

1.4 “Applicable Rules” means the rules, regulations, ordinances and officially adopted policies of the City in force as of the Original Effective Date, including but not limited to the LASED Specific Plan and the Los Angeles Municipal Code (the “Municipal Code”); provided, however, that the amendments to the LASED Specific Plan and Los Angeles Municipal Code adopted concurrent with the adoption of this Agreement shall be included within the Applicable Rules as if such amendments were in effect as of the Original Effective Date. Notwithstanding the language of this section or any other language in this Agreement, Applicable Rules shall not include Interim Control Ordinance No. 173,681. Additionally, notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the applicable Project plans are being processed for approval and/or under construction. Further, the Applicable Rules shall include (i) the Citywide programs which will be enacted after the Original Effective Date, for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972, and subsequent amendments to the Act; and (ii) a change in the downtown parking requirements if ultimately adopted by the City Council after the Original Effective Date to the extent the change is consistent with the Central City Community Plan Update as recommended by City Planning Commission action, dated November 12, 1998, CPC No. 94-0225CAU.

1.5 “Assignable Obligations” means those obligations imposed upon LandCo or Flower Holdings by this Agreement which may be assigned to a Transferee, as such obligations relate solely to that portion of the Development Agreement Property

transferred and conveyed to a Transferee, and are assumed by the Transferee pursuant to the Assignment Agreement.

1.6 “Assignment Agreement” means a written agreement between the Developer and a Transferee of the Developer, consistent with the terms of this Agreement, in which the parties agree to specific obligations of this Agreement being transferred from the Developer to the Transferee of the Developer. To be effective, the Assignment Agreement must be acknowledged by the Director of Planning, or his/her designee, on behalf of the City.

1.7 “Community Advisory Group” means a group comprised of a representative of each of the property owners of the area within the Development Agreement Property, the Figueroa Corridor Coalition for Economic Justice, the Pico Union Westlake Cluster Network, the United Coalition East Prevention Project, the City Council member(s) of the district(s) in which the LASED Specific Plan property is located, the Los Angeles Police Department, the Department of Alcoholic Beverage Control (“ABC”) and other members, as determined to be appropriate by the Director of Planning.

1.8 “Community Plan” means the Central City Community Plan of the City’s General Plan, adopted January 8, 2003.

1.9 “Condo-Hotel Units” means hotel rooms that are owned by third parties as condominium/hotel rooms but are managed and operated as part of a hotel pursuant to a management agreement that addresses such issues as reservations, check-in and check-out procedures, restrictions on length of stay, room access, housekeeping, and the collection and remittance of the transient occupancy tax.

1.10 “Convention Center Expansion Parcel” means an airspace lot (lot 15 of Tract Map 53383) covering the southern portion of Olympic West Properties designated as development area 1(a) on the Specific Plan Land Use Map attached hereto as Attachment 2.

1.11 “Convention Center Hotel” means a high-rise hotel (which may consist of two distinctly branded hotels) containing a minimum of 1000 hotel rooms, approximately 225 for-sale residential condominium units, ballroom and meeting space, together with ancillary restaurants, retail space, and parking facilities.

1.12 “DDA” means that certain Disposition and Development Agreement by and among, in part, the Community Redevelopment Agency of the City of Los Angeles, the City of Los Angeles and LandCo (as assignee of the L.A. Arena Development Company, LLC) dated as of October 31, 1997, together with the First Implementation Agreement to the DDA, the Second Implementation Agreement to the DDA, the Third Implementation to the DDA, the Fourth Implementation to the DDA and any subsequent Implementation Agreements.

1.13 “Developer” means collectively and individually LandCo and Flower Holdings and any subsequent transferees or assignees.

1.14 “Development Agreement Act” means Section 65864, *et seq.*, of the California Government Code.

1.15 “Development Agreement Property” means collectively six City blocks comprising approximately 27.1 acres and consisting of the Figueroa North Properties and the LASED Specific Plan Properties, as shown on Attachment 1, entitled Development Agreement Property.

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

1.17 “Figueroa Central Properties” means the entire City block between Figueroa and Flower Streets and between 11<sup>th</sup> and 12<sup>th</sup> Streets, as shown on Attachment 1.

1.18 “Figueroa North Properties” means the southern portion of the block between Figueroa and Flower Streets, and north of Olympic Boulevard, as shown on Attachment 1.

1.19 “Figueroa South Properties” means the northern three-fourths of the block between Figueroa and Flower Streets and between 12<sup>th</sup> Street and almost to Pico Boulevard, as shown on Attachment 1.

1.20 “General Plan” means the General Plan of the City, as shown on Attachment 2.

1.21 “LASED Specific Plan” means the Los Angeles Sports and Entertainment District Specific Plan, as amended, set forth in Ordinance No. \_\_\_\_\_, covering the LASED Specific Plan Properties, located within the Central City Community Plan area, with development areas located on and within the Olympic East Properties, the Olympic West Properties, Olympic North Properties, the Figueroa Central Properties and the Figueroa South Properties. The LASED Specific Plan regulates continued and expanded development allowing hotel, retail, entertainment, residential, live theaters, movie theaters, sound stages, office, medical clinic/sports medicine center, tourism, and similar uses within the LASED Specific Plan Properties.

1.22 “LASED Specific Plan Properties” means the properties included within the boundaries of the LASED Specific Plan, *i.e.*, the Olympic East Properties, the

Olympic West Properties, the Olympic North Properties, the Figueroa Central Properties and the Figueroa South Properties, as shown on Attachment 2.

1.23 “Non-Assignable Obligations” means those obligations imposed upon LandCo or Flower Holdings by this Agreement which may not be assigned to a Transferee.

1.24 “Olympic East Properties” means the entire block east of Georgia Street and west of Figueroa Street, between Olympic Boulevard and 11<sup>th</sup> Street, as shown on Attachment 1.

1.25 “Olympic North Properties” means the southern portion of the block north of Olympic Boulevard and between Georgia and Francisco Streets, as shown on Attachment 1.

1.26 “Olympic West Properties” means the entire block east of the 110 (Harbor) Freeway and west of Georgia Street, between Olympic Boulevard and 11<sup>th</sup> Street, as shown on Attachment 1.

1.27 “Original Effective Date” means the effective date of the original Development Agreement, December 11, 2001.

1.28 “Parties” means collectively LandCo, Flower Holdings, FIDM, Figueroa South Land, and the City.

1.29 “Processing Fees” means all fees required by the City including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, maps and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all impact fees, linkage fees, or exactions which may be imposed by the City on development projects pursuant to laws enacted after the Original Effective Date, except as specifically provided for in this Agreement. Processing Fees include those impact fees, linkage fees, and exactions which are in effect as of the Original Effective Date, the amounts of which are subject to ongoing annual increases which shall be calculated at time of payment. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount which is in effect on a Citywide basis at the time an application for the City action is made unless an alternative amount is established by the City in a subsequent agreement. Notwithstanding the language of this Section or any other language in this Agreement, Developer shall not be exempt from the payment of fees, if any, imposed on a Citywide basis as part of the City’s program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by the City in a subsequent agreement.

1.30 “Project” means individually and collectively the development of projects consisting of 5,609,705 square feet of floor area within the area encompassed within the Development Agreement Property, comprising approximately 27.1 acres. Development

of the LASED Specific Plan Properties would consist of uses permitted by and in accordance with the LASED Specific Plan, including, but not limited to, a minimum of 1,200 hotel rooms within the LASED Specific Plan Properties (of which up to 200 of these required hotel rooms may be provided as Condo-Hotel Units, provided that Condo-Hotel Units are not permitted on the Significant Hotel Parcel); a minimum of 500 residential units; retail, entertainment, restaurant and convention uses; live theater and cinemas; office space, including medical offices and a sports medicine center; a health/sports club; an open air plaza that could accommodate year-round venues; and support parking; except that development of the Convention Center Expansion Parcel would consist only of Convention Center related uses including meeting rooms, display rooms, exhibition rooms, offices used by employees of the Convention Center, loading, storage, concourses, food service relating to convention activities (but not including restaurants open to the public), parking, or temporary uses (including but not limited to construction staging) and placement of signage as limited by the Specific Plan, subject to the approval of the Director of Planning, and except that development of the Significant Hotel Parcel would consist of a first class, full-service hotel or hotels with a collective minimum of 1,000 guest rooms (which would count towards the 1,200 minimum hotel rooms within the LASED Specific Plan Properties), and ancillary retail, dining, meeting and ballroom facilities (which may also be located on the Olympic West Properties), surface parking, and residential uses in connection with the development of the Convention Center Hotel.

Development of the Figueroa North Properties would consist of uses as permitted under or approved pursuant to the Applicable Rules of the Municipal Code as of the Original Effective Date, and would include, but not be limited to, residential, educational and retail uses subject to the density transfers as permitted by the LASED Specific Plan. Discretionary approvals may be sought under the Applicable Rules of the Municipal Code as of the Original Effective Date for the Figueroa North Properties, including but not limited to, conditional use permits, variances, and commercial corners.

1.31 “Project Approvals” means the following land use actions requested by Developer from the City: 1) the LASED Specific Plan, and subsequent amendments thereto, adopted by the City which sets certain maximum floor area, height, signage regulations and other limits for the LASED Specific Plan Properties, together with conditions for liquor licenses; 2) the new LASED Zone, and subsequent amendments thereto, adopted by the City which replaces the previous zoning designations; and 3) the General Plan amendment adopted by the City which amends the Central City Community Plan Text and Map to modify the planned land use, development standards, and conditions of development for the LASED Specific Plan.

1.32 “Public Improvements” mean (i) the streetscape improvements required under the Streetscape Plan (Attachment 3 to this Agreement), (ii) the Parks and Open Space Facilities required under Section III, D. of the Community Benefits Program (Attachment 4 to this Agreement), (iii) the Central Plaza required in Section 3.1.3.12 of this Agreement, (iii) the General Open Space required under Section 10.D.1. of the LASED Specific Plan, (iv) the Pedestrian Linkages required under Section 10.F. of the LASED Specific Plan, and (vi) the Traffic Improvements required under Section 14.B. of

the LASED Specific Plan, to be implemented pursuant to that certain traffic mitigation phasing plan approved by the Los Angeles Department of Transportation (“LADOT”) on August 15, 2002, as may be modified by LADOT.

1.33 “Reserved Powers” means the rights and authority excepted from this Agreement’s restrictions on the City’s police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Original Effective Date that may be in conflict with the Applicable Rules, but: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or City Council, such as floods, earthquakes and similar disaster); (2) are amendments to Chapter IX of the Municipal Code Section 91.0101, *et seq.*, (Building Code) or Chapter V of the Municipal Code Section 57.01.01, *et seq.*, (Fire Code) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Development Agreement Property; (3) are amendments to the Streetscape Plan as provided under the LASED Specific Plan; (4) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Original Effective Date); (5) constitute Processing Fees and charges imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project, unless otherwise waived by the City; or (6) are changes in the boundaries of the Downtown Traffic Impact Zone which changes parking requirements for the LASED Specific Plan Properties, as provided for in the LASED Specific Plan.

1.34 “Significant Hotel Parcel” means the portion of Olympic East Properties designated on Attachment 2 as development area 2.

1.35 “Streetscape Plan” means that certain Los Angeles Sports and Entertainment District Streetscape Plan adopted by the City Planning Commission on December 11, 2003, as shown on Attachment 5.

1.36 “Transferee” means individually or collectively, Developer’s successors in interest, assignees or transferees of all or any portion of the Development Agreement Property.

## **2. RECITALS OF PREMISES, PURPOSE AND INTENT.**

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

“The Legislature finds and declares that:

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

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

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed overtime for financing of public facilities.”

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

## 2.2 City Procedures and Actions.

2.2.1 Planning Commission Action. The Planning Commission held a duly noticed public hearing on \_\_\_\_\_, 2006, and recommended approval of this Agreement on the same date.

2.2.2 City Council Action. The City Council on \_\_\_\_\_, 2006, after conducting a duly noticed public hearing, adopted Ordinance No. \_\_\_\_\_, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Agreement, found that its provisions are consistent with the City’s General Plan, the Central City Community Plan, the LASED Specific Plan, and the Municipal Code, and authorized the execution of this Agreement.

## 2.3 Purpose of this Agreement.

2.3.1 Developer Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the October 26, 2006 – Planning Recommendation to CPC

City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules, including the LASED Specific Plan and the Municipal Code, and with the terms of this Agreement and subject to the City's Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement, including the Applicable Rules of the Municipal Code as of the Original Effective Date for the Figueroa North Properties and the LASED Specific Plan for the LASED Specific Plan Properties. This Agreement, therefore, is necessary to assure Developer that the Project will not be (1) reduced in density, intensity or use from what is set forth in the LASED Specific Plan for the LASED Specific Plan Properties; (2) reduced in density, intensity or use from what is set forth in the Applicable Rules of the Municipal Code for the Figueroa North Properties as of the Original Effective Date; (3) subjected to new rules, regulations, ordinances or official policies which are not related to compliance with State or Federal mandates or health and safety conditions; or (4) subjected to delays for reasons other than Citywide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

2.3.2 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Development Agreement Property in accordance with the objectives set forth in the General Plan, the Central City Community Plan, the LASED Specific Plan and the Applicable Rules. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Project. The Parties believe that the orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including without limitation, increased revenues from property, sales, parking, business license and utility taxes; creation and retention of jobs in the community; enhancement of the economic viability of the Los Angeles Convention and Exhibition Center, through the development of a Convention Center Hotel and expansion of the Convention Center; implementation of substantial streetscape improvements pursuant to the Streetscape Plan within the Development Agreement Property; enhancement of the pedestrian environment for Los Angeles Convention and Exhibition Center guests and future hotel guests, as well as other district visitors; provision of retail services for residents and visitors; and creation of attractive new market-rate and affordable housing near downtown employment centers. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement will provide the City with sufficient Reserved Powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, Developer will receive assurances that the Project may be developed during the term of this Agreement in accordance with the Applicable

Rules and Reserved Powers, subject to the terms and conditions of this Agreement.

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

### **3. AGREEMENT AND ASSURANCES.**

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

3.1.1 Project Development. Developer agrees that it will use its best efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to develop the Project in accordance with the terms and conditions of this Agreement, including the Applicable Rules, including, without limitation, the Municipal Code for the Figueroa North Properties and the LASED Specific Plan for the LASED Specific Plan Properties, which include:

1. Dedication of Land for Public Purposes. Provisions for the dedication of land for public purposes are set forth in the conditions of approval for the LASED Specific Plan and the Streetscape Plan.

2. Description of Transportation Improvements. The transportation improvements to be included within the scope of the Project are set forth in LASED Specific Plan.

3. Intensity of Project. The maximum development intensity of the Project is set forth in the LASED Specific Plan for the Olympic West, Olympic East, Olympic North, Figueroa Central and Figueroa South Properties, and in the Applicable Rules for the Figueroa North Properties.

4. Maximum Height of the Project. The maximum height for each of the Project's proposed building areas is shown in the LASED Specific Plan for the Olympic West, Olympic East, Olympic North,

Figueroa Central and Figueroa South Properties, and in the Applicable Rules for the Figueroa North Properties.

3.1.2 Timing of Development. Buildout of the LASED Specific Plan will be a single-phase development that will occur incrementally, with development expected to begin in 2002 and buildout scheduled to occur by 2008. Beyond these general parameters, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. These decisions depend upon numerous factors that are not all within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Developer and the City to hereby acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in the LASED Specific Plan, this Agreement, the DDA or other agreements between the City and Developer. The City acknowledges that this right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement and with the Applicable Rules.

Notwithstanding anything to the contrary in this Agreement, a Transferee of Developer of all or any portion of the Development Agreement Property shall only be responsible for satisfying the obligations set forth in the applicable Assignment Agreement which relate solely to the development of that portion of the Development Agreement Property transferred, assigned or conveyed to such Transferee and which the Transferee has agreed to perform pursuant to the Assignment Agreement applicable to such Transferee's portion of the Development Agreement Property.

3.1.3 Additional Obligations of Developer as Consideration for this Agreement.

In addition to the obligations identified in Section 3.1.1, the development assurances provided by this Agreement and the resulting construction of the Project will result in the following:

1. Convention Center Hotel . In order to enhance the long-term viability of, and benefits to the City from the Los Angeles Convention and Exhibition Center, LandCo shall assist the City in connection with the City's goal of developing a Convention Center Hotel. During the term of this Agreement, Developer agrees that the Significant

Hotel Parcel can be used for Convention Center Hotel purposes, surface parking, and residential uses in connection with the development of the Convention Center Hotel, and for temporary construction staging unless the Director of Planning determines that it will interfere with Convention Center Hotel development. This is a Non-Assignable Obligation solely as it relates to LandCo's obligations.

2. Convention Center Expansion . In order to enhance the long-term viability of, benefits to the City from, the Los Angeles Convention and Exhibition Center, LandCo shall assist the City in connection with the City's goal of expanding the Los Angeles Convention and Exhibition Center. During the term of this Agreement, the Convention Center Expansion Parcel can only be used for Convention Center uses and parking, and for temporary uses (including but not limited to construction staging) and placement of signage as limited by the Specific Plan, unless the Director of Planning determines that such temporary uses or signage will interfere with development of Convention Center Expansion uses. In addition, the Developer agrees that at least one hundred twenty (120) days prior but not more than one hundred eighty (180) days prior to the commencement of a construction of a parking structure on this Parcel, the Developer will provide the City written notice of the Developer's intent to commence construction of the parking structure. Any such parking structure shall be constructed in accordance with the provisions of Section 19.2 of the DDA. This is a Non-Assignable Obligation solely as it relates to LandCo's obligations.

3. Streetscape Improvements . Developer shall make streetscape improvements in conformance with the Streetscape Plan in connection with the Development Agreement Property, as shown in Attachment 3. These streetscape improvements shall be fully implemented no later than seven (7) years from the Original Effective Date. Included in this Streetscape Improvement obligation are improvements on Pico Boulevard between Flower Street and Figueroa Street as specified by any Streetscape Plan adopted subsequent to the Original Effective Date. This is an Assignable Obligation.

4. Community Benefits Program . LandCo has undertaken and will extend the economic benefits generated by the Project to the residents and businesses near the Project site and throughout the City as set forth in the Community Benefits Program which is attached as Attachment No. 4. This is an Assignable Obligation, except as provided in Section 6.10.1.2.

5. Childcare . LandCo and/or Flower Holdings and/or their respective affiliates and subsidiaries shall provide a minimum of 100 spaces for a child care facility, whether new or expanded, either on or off-site. Of the 100 spaces, 50 spaces shall be provided prior to obtaining a

certificate of occupancy for cumulative development of 1,000,000 square feet. Off-site facilities may be provided within 1,500 feet of the LASED Specific Plan Properties or on the same site as affordable housing developed as part of the Project. The remaining 50 spaces shall be provided prior to obtaining a certificate of occupancy for cumulative development of 3,000,000 square feet. Where the Developer, through Developer Participation as defined in Attachment 6, is causing the construction of an affordable housing project that contains child care spaces, the Developer may seek certification from the Director that such Developer Participation satisfies the requirements of this Section 3.1.3.5 of the Agreement by providing the Director: (i) the location of the affordable housing project containing such child care spaces, (ii) the number of child care spaces provided, and (iii) evidence of the completion of such childcare spaces. Upon written request from the Developer, the Director shall provide to the Developer written certification that such childcare spaces qualify towards the LandCo's and/or Flower Holdings' obligation to provide childcare spaces under this Section 3.1.3.5 of the Agreement, which certification shall not be unreasonably withheld, conditioned or delayed by the Director. This is a Non-Assignable Obligation.

6. Permits for Sales of Alcoholic Beverages . LandCo and Flower Holdings shall reduce the overall number of permits for sales of alcoholic beverages in the vicinity of the LASED Specific Plan Properties by acquiring 7 of its allowed 24 licenses through the purchase of existing licenses from owners in the vicinity of Staples Center. These licenses shall be purchased from within the Central City Community Plan Area or the Pico Union I & II Redevelopment Project Areas. LandCo and Flower Holdings shall prioritize obtaining its 7 acquired licenses from problematic vendors. This is a Non-Assignable Obligation.

7. Additional Conditions on Alcoholic Beverage Sales. The Developer shall comply with additional conditions relating to the sales of alcoholic beverages as set forth in Attachment No. 5. This is an Assignable Obligation.

8. Community Advisory Group . LandCo and/or Flower Holdings shall seek the ongoing input of the Community Advisory Group with respect to issuance of plan approvals for alcohol uses, parking, traffic and other issues addressed in the Community Benefits Program. LandCo and/or Flower Holdings shall provide to the City the results of its discussions with the Community Advisory Group when seeking any of these plan approvals. This is a Non-Assignable Obligation; however, any Assignment Agreement shall require a Transferee to seek input from the Community Advisory Group with respect to alcohol uses, parking, traffic and other issues addressed in the Community Benefits Program as they

relate to development of the Transferee's portion of the Development Agreement Property.

9. Hot Line. LandCo shall provide a community liaison telephone hotline in connection with the Project's construction and operations. This is a Non-Assignable Obligation; however, any Assignment Agreement shall require a Transferee to cooperate in the operation of the Hot Line with respect to development of the Transferee's portion of the Development Agreement Property.

10. Lien for Cost of Improvements . As further partial consideration for the City to enter into this Agreement, Developer agrees that it will construct or fund the Public Improvements as required by the applicable Project Approvals in connection with the development of a portion of the Development Agreement Property or this Agreement subject to Section 6.9 of this Agreement, and that a lien may be placed upon the applicable portion of the Development Agreement Property for the cost of those Public Improvements in the event the Developer fails to complete the applicable Public Improvements required pursuant to the Project Approvals. The obligation to construct or fund public improvements as set forth in this section 3.1.3.10 is an assignable obligation.

11. Affordable Housing . The Developer shall construct or cause to be constructed affordable housing as set forth in Article IX of the Community Benefits Program, a copy of which is included as Attachment 4 to this Agreement, and as set forth in Attachment 6 to this Agreement. This is an Assignable Obligation.

12. Central Plaza . The Developer shall substantially complete the Central Plaza, as defined in the LASED Specific Plan, prior to the receipt of a final certificate of occupancy for any building on the Olympic West Properties or the Olympic East Properties. The Developer shall provide written notice to the Director of the substantial completion of the Central Plaza. Within thirty (30) days of the receipt of such notice, or within any extended period as mutually agreed between the Developer and the Director, the Director shall provide written concurrence to the Developer that the Central Plaza is substantially complete or provide the reasons why the Central Plaza is not deemed substantially complete. This is a Non-Assignable Obligation.

#### 3.1.4 Exceptions to Additional Obligations of Developer.

Notwithstanding anything to the contrary in Section 3.1.3 or any other provision of this Agreement, the obligations set forth in Sections 3.1.3.1 (Convention Center Hotel), 3.1.3.2 (Convention Center Expansion), and 3.1.3.12 (Central Plaza) shall not apply to the Olympic North Properties, the Figueroa North Properties, the Figueroa Central Properties or the Figueroa South Properties, or

any transferees of such properties, and, except as otherwise provided herein, the obligations set forth in Sections 3.1.3.5 (Childcare), Section 3.1.3.6 (Alcoholic Beverage Permit), 3.1.3.8 (Community Advisory Group) and 3.1.3.9 (Hot Line) shall apply exclusively to LandCo and/or Flower Holdings, shall not be assignable, and shall not be binding upon any Transferee of LandCo and/or Flower Holdings to all or any portion of the Development Agreement Property, or to such portion of the property so acquired.

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

3.2.1 Entitlement to Develop. Developer has the right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules and the Reserved Powers.

3.2.2 Consistency with Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, densities, designs, heights, signage regulations and other development entitlements incorporated and agreed to herein and in the LASED Specific Plan. Additionally, the City further finds and certifies that upon execution of this Agreement, development of this Project will be exempt from Ordinance No. 173,681 (as amended) because during preparation of the EIR for this Project, the City considered significant aspects of the Project's proposed signage in relation to its site, surrounding property, and its general environmental setting.

3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Original Effective Date, including, without limitation, any of these changes by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the Mayor, City Council, Planning Commission or any other Board, Commission or Department of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules or this Agreement, shall not be applied to the Project unless these changes represent an exercise of the City's Reserved Powers.

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

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

3.2.4 Subsequent Development Review. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals that are required by the Applicable Rules or the Reserved Powers. However, any subsequent Discretionary Action or Discretionary Approval initiated by Developer that is not permitted by the LASED Specific Plan or Applicable Rules, which changes the uses, intensity, density, building height or timing of the Project, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Development Agreement Property shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.2.5 Effective Development Standards. The City agrees that it is bound to permit the uses, intensity of use and density on the Development Agreement Property which are permitted by this Agreement, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action or Discretionary Approval which must be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Agreement.

3.2.6 Interim Use. The City agrees that Developer may use the Development Agreement Property during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use, except as expressly provided in this Development Agreement, or in the DDA or in other agreements between the City and Developer.

3.2.7 Moratoria. In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise after the Original Effective Date, which relates to the rate, timing, or sequencing of the development or construction on all or any part of the Development Agreement Property, City agrees that the ordinance, resolution or other measure shall not apply to the Development Agreement Property or this Agreement, unless the changes: (1) are found by the City to be necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters as found by the Mayor or the City Council, such as floods, earthquakes and similar disasters).

#### **4. PERIODIC REVIEW.**

4.1 Annual Review. During the Term of this Agreement, the City shall review annually compliance with this Agreement by Developer, and/or any Transferee. This periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Developer and/or a Transferee shall have the burden of demonstrating good faith compliance relating solely to such parties' portion of the Development Agreement Property and any development located thereon. The Annual Review shall be in the form of an Annual Report prepared and submitted by the Director and General Manager to the Area Planning Commission. The Report shall include: the number, type and square footage of the applicable Project issued a Project Permit Compliance and the status of such Projects; any transfers of floor area; the total number of parking spaces developed; annual TMO report; provisions for open space; any equivalency transfers; status of activities relating to streetscape improvements; status of activities relating to affordable housing provisions; status of provisions relating to child care; summary of issues from the hotline; recommendations for modifications to any of the Specific Plan Appendices; and status of any obligations of the Developer required by the Community Benefits Program (Attachment 4).

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

4.3 Director's Determination. On or before the yearly anniversary of the Original Effective Date, the Director of Planning shall make a determination regarding whether or not Developer, and/or any Transferee, has complied in good faith with the provisions and conditions of this Agreement. This determination shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Developer, and/or any Transferee, in the manner prescribed in Section 6.18. Copies of the determination shall also be available to members of the public.

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

4.5 Period to Cure Non-Compliance. If, as a result of this Annual Review procedure, it is found and determined by the Planning Director or the Planning Commission, on appeal, that Developer, and/or any Transferee, as the case may be, has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 6.3, shall submit to Developer, and/or any Transferee, as the case may be, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.18, stating with specificity those obligations of Developer, and/or any Transferee, as the case may be, which have not been performed. Upon receipt of the notice of default, Developer, and/or any transferee, as the case may be, shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than sixty (60) days after receipt of the notice of default, or any longer period as is reasonably necessary to remedy the default(s), by mutual consent of the City and Developer, and/or any Transferee, as the case may be, provided that Developer, and/or any Transferee, as the case may be, shall continuously and diligently pursue the remedy at all times until the default(s) is cured.

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

obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 6.3. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

4.7 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after the final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.8 Reimbursement of Costs. The Developer or Transferee, as the case may be, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

4.9 Evidence of Compliance Applicable to a Particular Development Agreement Property. Notwithstanding anything to the contrary in this Article 4 or any other provision of this Agreement, a Transferee of all or any portion of the Development Agreement Property shall only be responsible for submitting evidence of compliance with this Agreement as it relates solely to that portion of the Development Agreement Property transferred, assigned or conveyed to such Transferee in an Assignment Agreement authorized by Section 6.10 of this Agreement.

4.10 City's Rights and Remedies Against a Transferee. The City's rights in Article 4 of this Agreement relating to compliance with this Agreement by a Developer shall be limited to only those rights and obligations assumed by a Transferee under this Agreement and as expressly set forth in the applicable Assignment Agreement authorized by Section 6.10 of this Agreement.

4.11 From time to time, a Developer of any portion of the Development Agreement Property may, separate from the Annual Review process, submit a written request for confirmation from the Director that certain obligations of the Development Agreement have been satisfied. Subject to the time limits and process requirements of Section 4.1., the Director shall issue a written confirmation stating either that such obligations have been satisfied or setting forth the reasons why subject obligation have not been satisfied.

## **5. DEFAULT PROVISIONS.**

5.1 Default by Developer.

5.1.1 Default. In the event Developer or a Transferee of any portion of the Development Agreement Property fails to perform its obligations under this Agreement applicable to its portion of the Development Agreement Property, as

specified in the applicable Assignment Agreement, in a timely manner and in compliance with this Agreement, the City's rights and remedies provided for in this Agreement, including, without limitation, modifying or terminating this Agreement, shall relate exclusively to the defaulting party and such defaulting party's portion of the Development Agreement Property, provided that the City has first complied with all applicable notice and opportunity to cure provisions in Section 5.1.2. In no event shall a default by a Developer or a Transferee of any portion of the Development Agreement Property constitute a default by any non-defaulting Developer or Transferee with respect to such non-defaulting parties' obligations hereunder nor affect such non-defaulting parties' rights hereunder, or respective portion of the Development Agreement Property.

5.1.2 Notice of Default. The City through the Director of Planning shall submit to Developer or Transferee, as applicable, by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.18, identifying with specificity those obligations of Developer or Transferee, as applicable, which have not been performed. Upon receipt of the notice of default, Developer or Transferee, shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of the default(s) not later than sixty (60) days after receipt of the notice of default, or a longer period as is reasonably necessary to remedy the default(s), provided that Developer or Transferee, as applicable, shall continuously and diligently pursue the remedy at all times until the default(s) is cured.

5.1.3 Failure to Cure Default Procedure. If after the cure period has elapsed, the Director of Planning finds and determines that Developer, or a Transferee, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or a Transferee, as the case may be, has not cured default pursuant to this Section, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Developer or the Transferee, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions) or the rights of the City under Section 3.1.3.11 of this Agreement.

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, relating solely to the defaulting Developer or

Transferee and such defaulting parties portion of the Development Agreement Property after the final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3 relating to the defaulting parties rights and obligations hereunder. There shall be no termination or modification of this Agreement unless the City Council acts pursuant to Section 6.3 hereof.

## 5.2 Default by the City.

5.2.1 Default and Notice of Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Developer and any Transferee shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided that Developer or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

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

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

breach of any provision of this Agreement. The Parties in this paragraph shall include any successor or assign of the Parties, including, a Transferee of Developer.

## 6. GENERAL PROVISIONS.

6.1 Amended and Restated Effective Date. This Agreement shall be effective upon the date it is attested by the City Clerk of the City ("Amended Restated Effective Date") after execution by LandCo, Flower Holdings, FIDM, Figueroa South Land and the Mayor of the City.

6.2 Term. The term of this Agreement ("Term") commenced on December 11, 2001 and shall extend until twenty (20) years after that date, unless the Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of the Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Development Agreement Property approved concurrently with, or subsequent to, the Original Effective Date. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the City's Reserved Powers or moratoria.

6.3 Appeals to City Council. Where an appeal by Developer, or its Transferees, as the case may be, to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, that appeal shall be taken, if at all, within twenty (20) days after the mailing of the finding and/or determination to Developer, or its Transferees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after the mailing, or within any additional period as may be agreed upon by Developer, or its Transferees, as the case may be, and the Council. The failure of the City Council to act shall not be deemed to be a denial or an approval of the appeal, which shall remain pending until final City Council action.

6.4 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which the party is prevented from, or is unreasonably interfered with, the doing or completion of the act, matter or thing because of causes beyond the reasonable control of the party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; disasters; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (*e.g.*, the annual review)); any approval required by the City (not including any period of time normally expected for the processing of the approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which

is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third Parties against Developer. If written notice of the delay is given to either party within thirty (30) days of the commencement of the delay, an extension of time for cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

## 6.5 Dispute Resolution.

6.5.1 Dispute Resolution Proceedings. The Parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; (b) non-binding arbitration as provided below; or (c) any other manner of dispute resolution which is agreed upon by the Parties.

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

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

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

6.6 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto.

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

6.8 **Amendments.** This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868, and any Transferee of Development Agreement Property, in the event such amendment affects the rights and obligations of the Transferee under this Agreement in connection with the development, use and occupancy of its portion of the Development Agreement Property and/or any improvements located thereon. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent Discretionary Action, or any conditions or covenants relating to the use of the Development Agreement Property not allowed or provided for under the Applicable Rules or the LASED Specific Plan shall require notice and public hearing before the Parties may execute an amendment thereto. LandCo or a Transferee, as applicable, shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by LandCo or a Transferee, including the cost of any public hearings.

6.9 **Additional Remedies.** Developer further agrees that if it or a Transferee, as applicable, fails to complete any of the Public Improvements as defined in this Agreement, the City may, but is not obligated to, (1) cause the Public Improvements to be constructed, (2) assess that portion of the Development Agreement Property owned by the Developer or Transferee responsible for such Public Improvement under this Agreement or an Assignment Agreement for the reasonable cost of constructing the Public Improvements, including the administrative costs and overhead of the City, and (3) record a lien for the assessment against that portion of the Development Agreement Property owned by the Developer or Transferee responsible for such Public Improvement under this Agreement or an Assignment Agreement. These remedies are subject to the Developer's and Transferee's right to notice and cure under Section 5.1 of this Development Agreement. This Section does not create an exclusive remedy. It is in addition to, and cumulative of, any other remedies provided by applicable law or this Agreement which permits the City to require completion of a public improvement. Utilization of this Section does not constitute a waiver of the right to exercise any other lawful means to obtain completion of the specified Public Improvements.

6.10 **Assignment.** The Development Agreement Property, as well as the rights and obligations of Developer under this Agreement, may be transferred or assigned in whole or in part by Developer to a Transferee without the consent of the City, except as set forth below in Sections 6.10.1 and 6.10.2.

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

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

6.10.1.2. Non-Assignable Obligations. Developer may not assign in whole or in part any Non-Assignable Obligation of the Agreement. Non-Assignable Obligations are those required in (i) Section 3.1.3.1 (Convention Center Hotel), (ii) Section 3.1.3.2 (Convention Center Expansion), (iii) Section 3.1.3.5 (Childcare), (iv) Section 3.1.3.6 (Permits for Sales of Alcoholic Beverages), (v) Section 3.1.3.8 (Community Advisory Group), provided however, that any Assignment Agreement shall require a Transferee to seek input from the Community Advisory Group with respect to alcohol uses, parking, traffic and other issues addressed in the Community Benefits Program as they relate to development of the Transferee's portion of the Development Agreement Property, and (vi) Section 3.1.3.9 (Hot Line), provided however, that any Assignment Agreement shall require a Transferee to cooperate in the operation of the Hot Line with respect to development of the Transferee's portion of the Development Agreement Property, and (vii) Section 3.1.3.12 (Central Plaza), (viii), Sections III.C, III.D and IX.C of the Community Benefits Program (Attachment 4 to this Agreement). The remaining additional obligations imposed upon LandCo and/or Flower Holdings in this Agreement are Assignable Obligations, as such obligations relate solely to such Transferee's portion of the Development Agreement Property. Furthermore, a Transferee shall assume all other obligations of Developer or any successor transferor hereunder as expressly set forth in the Assignment Agreement.

6.10.1.3. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, including, without limitation, in Section 3.1.4, a Transferee of Development Agreement Property expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Developer and which are expressly set forth in the applicable Assignment Agreement.

6.10.1.4. Developer May Provide Affordable Housing for Transferee. As part of the transfer of all or any portion of the

Development Agreement Property for residential development, the transferring Developer may satisfy the affordable housing requirement on behalf of its Transferees relating to such portion of the Development Agreement Property so assigned, transferred and conveyed by Developer provided that the terms of such arrangement are set forth in the applicable Assignment Agreement which is acknowledged by the City.

6.10.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each Developer of any portion of the Development Agreement Property shall be solely and only liable for performance of such Developer's obligations applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property together with any obligations assignable under this Agreement, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations so assumed and shall have the rights of a "Developer" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the Director, the transferring Developer, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of a Developer of any portion of the Development Agreement Property to perform such Developer's obligations set forth in the applicable Assignment Agreement may result, at the City's option, in a declaration that this Agreement has been breached and the City may, but shall not be obligated to, terminate or modify this Agreement solely as it relates to the defaulting parties', and such defaulting parties' Development Agreement Property as provided for in Section 5.1 hereof, subject to such defaulting parties' right to notice and opportunity to cure the default in accordance with provisions of Section 5.1 hereof.

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

6.12 Cooperation and Implementation.

6.12.1 Processing. Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Development Agreement Property in accordance with the terms of this Agreement. Developer shall, in a timely

manner, provide the City with all documents, plans and other information necessary for the City to carry out its processing obligations.

6.12.2 Other Governmental Permits. Developer or Transferee, as the case may be, shall apply in a timely manner for other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Developer or Transferee, as the case may be, in its endeavors to obtain the permits and approvals and shall, from time to time at the request of Developer or Transferee, as the case may be, attempt with due diligence and in good faith to enter into binding agreements with any entity to ensure the availability of permits and approvals, or services, provided the agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, *et seq.*) or the provisions of other laws to create legally binding, enforceable agreements between the Parties. To the extent allowed by law, Developer or Transferee, as the case may be, shall be a party to any agreement, or a third party beneficiary of the agreement, entitled to enforce for its benefit on behalf of the City, or in its own name, the rights of the City or Developer or Transferee, as the case may be, thereunder or the duties and obligations of the Parties thereto. Developer or Transferee, as the case may be, shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any agreement provided that Developer or Transferee, as the case may be, has requested it. Developer or Transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Developer or Transferee, as the case may be, except where Developer or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

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

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

6.14 Hold Harmless. Each Developer of any portion of the Development Agreement Property hereby agrees to and shall indemnify, save, hold harmless and

defend the City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from such Developer or such Developer's contractors, subcontractors', agents', or employees' operations in connection with the construction of the Project, whether operations be by such Developer or any of such Developer's contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for such Developer or any of such Developer's contractors or subcontractors. Each Developer of any portion of the Development Agreement Property further agrees to and shall indemnify, save, hold harmless and, if requested by the City, such Developer shall defend the City in any action brought by a third party (1) challenging the validity of this Agreement or (2) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement solely as it relates to the portion of the Development Agreement Property owned by such Developer. Nothing in this Section shall be construed to mean that each Developer of any portion of the Development Agreement Property shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, or negligent failure to act, on the part of the City. City agrees that it shall fully cooperate with each Developer of any portion of the Development Agreement Property, as applicable, in the defense of any matter in which such Developer is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

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

If to the City:

Director of Planning  
City of Los Angeles  
200 North Spring Street, 5th Floor  
Los Angeles, California 90012

with copies to:

General Manager  
Department of Transportation  
City of Los Angeles  
221 North Figueroa, 5th Floor  
Los Angeles, California 90012

Chief Legislative Analyst  
200 North Spring Street, Room 255  
Los Angeles, California 90012

Managing Assistant City Attorney,  
City of Los Angeles  
Real Property/Environment Division  
700 City Hall East, 200 N. Main Street  
Los Angeles, California 90012

If to LandCo:

Mr. Ted Tanner  
L.A. Arena Land Company, LLC  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

with copies to:

Mr. Don Berges  
L.A. Arena Land Company, LLC  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

If to Flower Holdings:

Mr. Ted Tanner  
Flower Holdings, LLC  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

with copies to:

Mr. Don Berges  
Flower Holdings, LLC  
1100 South Flower Street, Suite 3100  
Los Angeles, California 90015

Mr. William F. Delvac, Esq.  
Latham & Watkins  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071

If to FIDM:

Ms. Annie Johnson  
919 South Grand Avenue  
Los Angeles, California 90015

with copies to:

Ms. Amy R. Forbes, Esq.  
Gibson, Dunn & Crutcher LLP  
333 South Grand Avenue  
Los Angeles, California 90071

If to Figueroa South Land:

with copies to:

c/o Williams and Dame Development, Inc.  
Mr. Homer G. Williams  
1325 NW Flanders  
Portland, Oregon 97209

Mr. Bradley S. Miller, Esq.  
Ball Janik LLP  
Suite 1100  
101 SW Main Street  
Portland, Oregon 97204

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

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

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

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

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

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

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

6.23 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written

representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

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

6.25 Discretion to Encumber. This Agreement shall not prevent or limit Developer in any manner, at its sole discretion, from encumbering the Development Agreement Property or any portion of the Development Agreement Property or any improvement on the Development Agreement Property by any mortgage, deed of trust or other security device securing financing with respect to the property Development Agreement Property or its improvements. Such permitted security instruments and related interests shall be referred to as "Security Financing Interests".

6.26 Entitlement to Written Notice of Default. The holder of any applicable Security Financing Interests ("Lender") shall, upon written request to the City, be entitled to receive from the City written notification of any default by Developer or a Transferee of the performance of Developer's or a Transferee's obligations under this Agreement. Whenever the City shall deliver any notice or demand to the Developer or a Transferee pursuant to this Agreement with respect to any breach or default by such Developer or Transferee, the City shall at the same time deliver to the Lender a copy of such notice or demand. Developer or the applicable Transferee shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default. Prior to either the Director of Planning initiating any procedure pursuant to Section 5.1.3 or any modification or termination of this Agreement pursuant to Section 5.1.4, Lender shall have the right at its option within sixty (60) days after the receipt of such notice, to cure or remedy any such default.

6.27 Tentative Maps. Pursuant to California Government Code Section 66452.6(a), the duration of tentative maps filed subsequent to the Original Effective Date shall automatically be extended for the Term of this Agreement.

6.28 Replacement. This Agreement shall supersede and take the place of the Amended and Restated Agreement on the Amended and Restated Effective Date.

6.29 Counterparts. This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page

and Table of Contents, consists of 33 pages and 6 Attachments which constitute the entire understanding and agreement of the Parties.

6.30 Mortgagee Protection. If any Lender, as a condition of providing financing for development of any Project or portion thereof, requests any modification of this Agreement in order to protect its interests in the Project or this Agreement, City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement. Any lien created against any portion of the Development Agreement Property pursuant to this Agreement shall attach from the date on which a notice of lien is recorded in the Official Records of Los Angeles, County. If any portion of the Development Agreement Property shall be subject to a monetary lien created by this Agreement and the lien of any Security Financing Interests, then (i) the foreclosure of any lien created under this Agreement shall not operate to affect or impair the lien of such Security Financing Interests and (ii) the foreclosure of the lien of such Security Financing Interests or sale under a power of sale shall not operate to affect or impair the lien created under this Agreement.

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

“City”

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

APPROVED AS TO FORM:  
ROCKARD J. DELGADILLO,  
City Attorney

By: .....  
Antonio Villaraigosa, Mayor

By: .....  
..... [name]

Laura Cadogan  
Deputy City Attorney

DATE: ....., 2006

ATTEST:  
Frank T. Martinez, City Clerk

By: .....  
..... Deputy  
DATE: ....., 2006

L.A. Arena Land Company, LLC.,  
a Delaware Limited Liability Company

Flower Holdings, LLC, a Delaware  
Limited Liability Company

By: .....  
Name: Ted Tanner  
Title: Vice President

By: .....  
Name: Ted Tanner  
Title: Vice President

FIDM Residential, Inc.

By: .....  
Name:  
Title:

Figueroa South Land, LLC, an Oregon Limited Liability Company

By: Figueroa South Development Limited Partnership, an Oregon limited partnership, its Manager

By: WDD California, Inc., an Oregon corporation, its General Partner

By: .....  
Name: Gary A. Finicle  
Title: Secretary/Treasurer

APPROVED AS TO FORM:

By: .....  
Name: William F. Delvac  
of Latham & Watkins LLP

Counsel for L.A. Arena Land Company, LLC and Flower Holding, LLC

By: .....  
Name:

Counsel for FIDM Residential, Inc.

By: .....  
Name:

Counsel for Figueroa South Land, LLC

## ATTACHMENT 6

### IMPLEMENTATION OF AFFORDABLE HOUSING PROGRAM

This Attachment 6 is intended to establish the general process for (I) determining and certifying that affordable housing units have been constructed or caused to be constructed by Developer (including by satisfying the obligations of a Transferee pursuant to Section 1.4 below), and/or its respective affiliates and subsidiaries, and (ii) allocating credit for the development of such affordable housing units to particular market-rate units.

#### 1. Affordable Housing.

##### 1.1. Requirements for Affordable Housing Units.

1.1.1. Number of Affordable Housing Units Required . Developer shall construct or cause to be constructed affordable housing units in an amount equal to the ratio of one affordable housing unit for each five market rate units.

1.1.2. Location of Affordable Housing Units. The affordable housing required by Section 3.1.3.11 of the Agreement and by this Attachment 6 may be located on the same site as the market-rate units, in other locations within the Development Agreement Property, or on off-site locations located within a three -mile radius from the intersection of 11th and Figueroa Streets.

1.1.3. “Construct or Cause to be Constructed” and “develop or cause to be developed” shall mean: construction of affordable housing units within the Project or off-site either:

(i) by Developer , or

(ii) by “Developer Participation “. Developer Participation means participation by Developer in the construction of affordable housing units within the Project or off-site through providing equity, long-term forgivable or below-market loans, grants, subsidies, land or any combination thereof, in an amount equal to either:

(a) the total value of at least \$40,000 per affordable housing unit for units for which a building permit has not already been issued as of the date of the Developer Participation, or

(b) the sum needed to satisfy a gap in financing as of the date of the Developer Participation for affordable housing units for which a building permit has already been issued as of the date of the Developer Participation. This sum to satisfy a gap in financing must be certified to by the Director, in consultation with the Community Redevelopment Agency of the City of Los Angeles (the “CRA”) Administrator or his or her designee (“Administrator”) before its payment will qualify as

Developer Participation under this subparagraph (b). The Developer agrees to pay a pre-determined fee to the CRA for its administrative costs in providing such certification.

1.1.4. Allowable Credit for Affordable Housing Units

1.1.4.1. Affordable Housing Units Where Building Permit Issued . For Developer Participation in affordable housing units for which a building permit has already been issued as of the date of the Developer Participation, the Developer shall be entitled to a credit equal to one-half of an affordable housing unit for each such unit.

1.1.4.2. Affordable Housing Units Where Building Permit Not Issued. For all other affordable housing units constructed or caused to be constructed on site or off site as permitted by this Agreement, the Developer shall be entitled to a full credit for each affordable housing unit.

1.2. Phasing of Affordable Housing Units .

1.2.1. General. The Developer shall ensure that the development of affordable housing units occurs in a time frame that is reasonably contemporaneous with the overall development of housing units permitted under the Agreement. The Developer agrees that the City will enforce such development of affordable housing units by phasing the issuance of certificates of occupancy for market rate units so that the First Half of Affordable Housing Units (as defined in Section 1.2.2 below) are required to be constructed at the time of issuance of certificates of occupancy for market rate units, and the Second Half of Affordable Housing Units (as defined in Section 1.2.2.2 below) are required to be constructed thirty six months later.

1.2.2. First Half of Affordable Housing Units . The First Half of Affordable Housing Units are required to be constructed at the time of issuance of certificates of occupancy for market rate units. The City will not issue a certificate of occupancy for market rate units within the Development Agreement Property except as follows:

1.2.2.1. Proof of Construction of or Deposit of Funds for First Half of Affordable Units. Developer must provide either (a) proof to the Director of Planning (“Director”) of the issuance of a certificate of occupancy for 50% of the affordable housing units required in connection with the development of such market rate units (“First Half of Affordable Housing Units”) in accordance with the provisions Article IX of the Community Benefits Program and Section 1.1 of this Attachment 6 or (b) the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per affordable housing unit within the First Half of Affordable Housing Units to the City of Los Angeles Housing Department (the “Housing Department”) for which the Developer is unable to provide evidence of a certificate of occupancy; and

1.2.2.2. Deposit for Second Half of Affordable Housing Units .

Developer must post a letter of credit, deposit or other guarantee (the "Security") reasonably acceptable to the Director with the Housing Department in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per affordable housing unit for the balance of the affordable housing units required by Section 1.1 of this Attachment 6 in connection with the issuance by the City of a certificate of occupancy for such market rate units ("Second Half of Affordable Housing Unites"). Such Security must be payable to the City upon demand three years after posting of such Security by Developer.

1.2.2.3. Additional Information Required Prior to Issuance of Certificate of Occupancy for Market Rate Units.

a. If the affordable housing units are located on a different site from the market-rate units, Developer must provide:

(i.) Evidence, including but not limited to, the pre-certification issued by the Director in accordance with Section 1. 3.1 that the affordable housing units met the definition of Developer Participation.

(ii.) A description, including the number and location, of the market-rate units to which the affordable housing units are to be credited;

(iii.) The number of affordable housing units to be credited to the market-rate unit; and

(iv.) The location of the affordable housing units.

b. For all affordable housing units required, Developer must provide evidence, including, if required by the Director, a certified copy of a covenant approved by the Housing Department and recorded against the property where the affordable housing units are located or other assurances reasonably satisfactory to the City, relating to the satisfaction of the requirements of Section IX.B of the Community Benefits Program, including:

i. Distribution of affordable units to the following Area Median Income ("AMI") levels: (a) 30% affordable to families earning zero to 50% of AMI, (b) 35% affordable to families earning 51% to 60% of AMI, and (c) 35% affordable to families earning 61% to 80% of AMI, or a distribution providing greater affordability;

ii. Thirty-year restriction on affordability of units;

iii. Location of affordable housing units within the Project or in a redevelopment area within a three-mile radius of the intersection of 11<sup>th</sup> Street and Figueroa Street; and

iv. Priority tenancy given to persons relocated in connection with the development of STAPLES Center.

c. Where the Developer, through Developer Participation, is constructing or causing the construction of affordable housing units for which a building permit has already been issued as of the date of Developer Participation, evidence of certification by the Director that such Developer Participation satisfies a gap in financing in the development of the affordable housing units existing as of the date of the Developer Participation ("Gap Certification). Such Gap Certification shall be based on reasonable evidence that additional funding beyond that which was anticipated prior to construction is required to complete construction of the affordable housing units (notwithstanding that funding may possibly be available from sources other than Developer).

1.2.3. Second Half of Affordable Housing Units. The deadline for actual construction of the balance of the affordable housing units ("Second Half of Affordable Housing Units Deadline") is 36-months following the issuance of a certificate of occupancy by the City for the market rate units as set forth in this Section 1.2.2. By the Second Half of Affordable Housing Units Deadline, the Developer shall provide proof to the Director of the issuance of a certificate of occupancy for the Second Half of Affordable Housing Units required which were secured in accordance with Section 1.2.2.2 of this Attachment 6. If Developer is unable to provide proof of the issuance of a certificate of occupancy for all or any portion of the Second Half of Affordable Housing Units required by the Second Half of Affordable Housing Units Deadline, the Developer shall be deemed to have satisfied the requirements of this Agreement with the Security previously posted in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per each required affordable housing unit within the Second Half of Affordable Housing Units for which the Developer is unable to provide the Director evidence of a certificate of occupancy.

1.2.4. Security. When proof of a certificate of occupancy is provided to the Director pursuant to Section 1.2.2.3 of this Attachment 6 for an affordable housing unit guaranteed by the Security, the Security shall be returned to the Developer upon Developer's providing proof to the Director of the issuance of a certificate of occupancy for each such affordable housing unit. The Director may draw on any remaining amounts of the Security immediately after the date posted with the Housing Department with respect to the First Half of Affordable Housing Units and immediately after the Second Half of Affordable Housing Units Deadline with respect to the Second Half of Affordable Housing Units.

1.3. Process for Certification of Satisfaction of Affordable Housing Requirements.

1.3.1. Pre-certification. Upon satisfaction of the requirements of Section 1.2.2.3 of this Attachment 6, the Director shall issue to the Developer of the market rate units a written certification that Developer has satisfied the affordable housing requirements of this Agreement that must be met prior to the issuance of a certificate of occupancy for such market rate units on the Development Agreement Property (except for the

requirements to provide a certificate of occupancy or a deposit equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) for the First Half of Affordable Housing Units, and security in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per Affordable Housing Unit for the Second Half of Affordable Housing Units).

This pre-certification shall not be unreasonably withheld, conditioned or delayed by the Director. Upon receipt by the Director of all applicable information regarding the proposed Developer Participation, the Director shall deliver to the Developer either (I) a written pre-certification that such participation meets the definition of Developer Participation under Section 1.1.3 of this Attachment 6, or (ii) a written denial setting forth the reasons why such participation will not meet such definition. The Director and the Developer shall cooperate in good faith to resolve all matters relating to the Director's denial of such proposed participation as expeditiously as possible.

1.3.2. Final Certification . Upon satisfaction of all of the Developer's requirements of Section 1.2 of this Attachment 6, the Director shall issue a written certification to the Developer of the market rate units that such Developer has satisfied all affordable housing obligations under this Agreement for those market-rate units, which written certification will not be unreasonably withheld, conditioned or delayed.

1.3.3. Qualified Contributions to Community Partners. Notwithstanding any other provision of this Agreement, the Director shall issue final certification to a Developer pursuant to Section 1.3.2 provided the following criteria are met:

a. The Developer has provided equity, long-term forgivable or below-market loans, grants, subsidies, land or any combination thereof in an amount equal to the total value of at least \$40,000 per affordable housing unit for units for which a building permit has not already been issued (a "Qualified Contribution") to a Community Partner (as defined in Section 1.3.3.1. below).

b. Except as provided in Section 1.3.3.2, the Qualified Contribution is provided prior to the issuance of a building permit for that Developer's market rate units.

c. If the Qualified Contribution is made to any of the Community Partners described in Section 1.3.3.1.b. or c., the Community Partner must enter into an agreement with the CRA or the City, which includes the following:

(i.) A provision that the Community Partner shall use the Qualified Contributions for construction of at least one affordable housing unit for each \$40,000 amount received.

(ii.) A provision that the affordable housing units shall be located within a three (3) mile radius of the intersection of 11<sup>th</sup> and Figueroa Streets.

(iii.) A provision that the Qualified Contributions shall be deposited into a segregated account.

(iv.) Performance standards, a compliance process, enforcement provisions and adequate assurance that affordable housing units shall be constructed within a reasonable period, but in any event, within 5 years (subject to extension by the Director) following a Qualified Contribution.

1.3.3.1. Community Partners. For purposes of this Section 1.3.3, a Community Partner shall be any one of the following:

a. The YWCA. The Young Women's Christian Association of Greater Los Angeles (the "YWCA") shall qualify as a Community Partner solely in connection with its Job Corps housing project at 1016, 1026 and 1032 South Olive Street, Los Angeles, California (the "YWCA Project").

b. The Land Trust. The Figueroa Corridor Land Company, the Figueroa Corridor Community Land Trust, or a non-profit, tax-exempt corporation designated by the Coalition to hold funds for these entities (the "Land Trust") shall qualify as a Community Partner provided that it enters into an agreement that complies with Section 1.3.3.c.

c. Other Community Partners. Nonprofit, tax-exempt entities with an established history of at least 5 years experience with affordable housing development within a three (3) mile radius of Figueroa and 11<sup>th</sup> streets in Los Angeles may be deemed Community Partners provided they have entered into an agreement which complies with Section 1.3.3.c. and they are approved as Community Partners by the City Council.

d. The YWCA, the Land Trust and any other Community Partner shall be eligible to participate in the program for the cooperative development of affordable housing provided under Section IX.C. of the Community Benefits Program.

1.3.3.2. Allocation of Affordable Housing Credits for the YWCA Project. 200 units of very low affordable housing credit shall be allocated to Figueroa South Land LLC or its affiliates ("Figueroa South") in connection with the YWCA Project, provided that Figueroa South has provided a Qualified Contribution for each such affordable housing unit pursuant to the Owner Participation Agreement between the CRA and the YWCA approved by the CRA on May 19, 2005 and the Agreement among the CRA, the YWCA and Figueroa South Land LLC approved by the CRA on August 18, 2005. For the purposes hereof, an affiliate of Figueroa South Land LLC is any entity in which WDD California, Inc. or its successor has an ownership or management interest. Of these 200 units of affordable housing credit, 130 units shall be applied to the affordable housing obligation created by the development of up to 650 market-

rate units on the Figueroa South Properties. The remaining 70 units of affordable housing credit ("Remainder Credits") may only be used in connection with the affordable housing obligation created by development on the Figueroa South Properties by the owner of the Figueroa South Properties or on other property owned by Figueroa South and may not otherwise be transferred or assigned.

1.3.3.3. Figueroa South will pay to the Land Trust an amount equal to \$10,000 for each Remainder Credit applied by Figueroa South within the Development Agreement Property up to a maximum payment of \$700,000. Such payment for each Remainder Credit shall be made within 60 days of obtaining a building permit for market rate units for which application of that Remainder Credit is being made towards an affordable housing requirement. If Figueroa South transfers or assigns its interest in the Remainder Credits, Figueroa South shall within 60 days of such transfer or assignment pay to the Land Trust an amount equal to \$10,000 per Remainder Credit transferred or assigned (up to a maximum of \$700,000 less the amount of any payment already made to the Land Trust under this Section 1.3.3.3 for applied Remainder Credits). Figueroa South shall provide the Land Trust notice prior to obtaining a building permit for market rate units for which application of Remainder Credits is being made or any transfer or assignment of any interest in the Remainder Credits. No payment shall be made with respect to any Remainder Credit used for property outside the Development Agreement Property. The Land Trust shall use such funds for land acquisition and/or costs of construction of affordable housing units.

1.4. Transferees . A Transferee of any portion of the Development Agreement Property shall have the right to have LandCo and/or Flower Holdings and/or their respective affiliates and subsidiaries, as the transferring Developer in fee simple title (each, a "Transferring Developer") satisfy such Transferee's affordable housing requirement provided that the terms of such arrangement are set forth in the Applicable Assignment Agreement which is acknowledged by the City.

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SECOND AMENDED AND RESTATED

DEVELOPMENT AGREEMENT

by and among

THE CITY OF LOS ANGELES,

L.A. ARENA LAND COMPANY, LLC,

FLOWER HOLDINGS, LLC,

FIDM RESIDENTIAL, INC.,

and

FIGUEROA SOUTH LAND, LLC

\_\_\_\_\_, 2006

ATTACHMENT 1  
Development Agreement Area Map

ATTACHMENT 2

Los Angeles Sports and Entertainment District

Specific Plan Map

ATTACHMENT 3

Los Angeles Sports and Entertainment District

Streetscape Plan

ATTACHMENT 4  
COMMUNITY BENEFITS PROGRAM

**ATTACHMENT 5**

**Conditions for On-Site and Off-Site Consumption Permits**

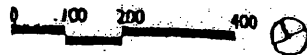
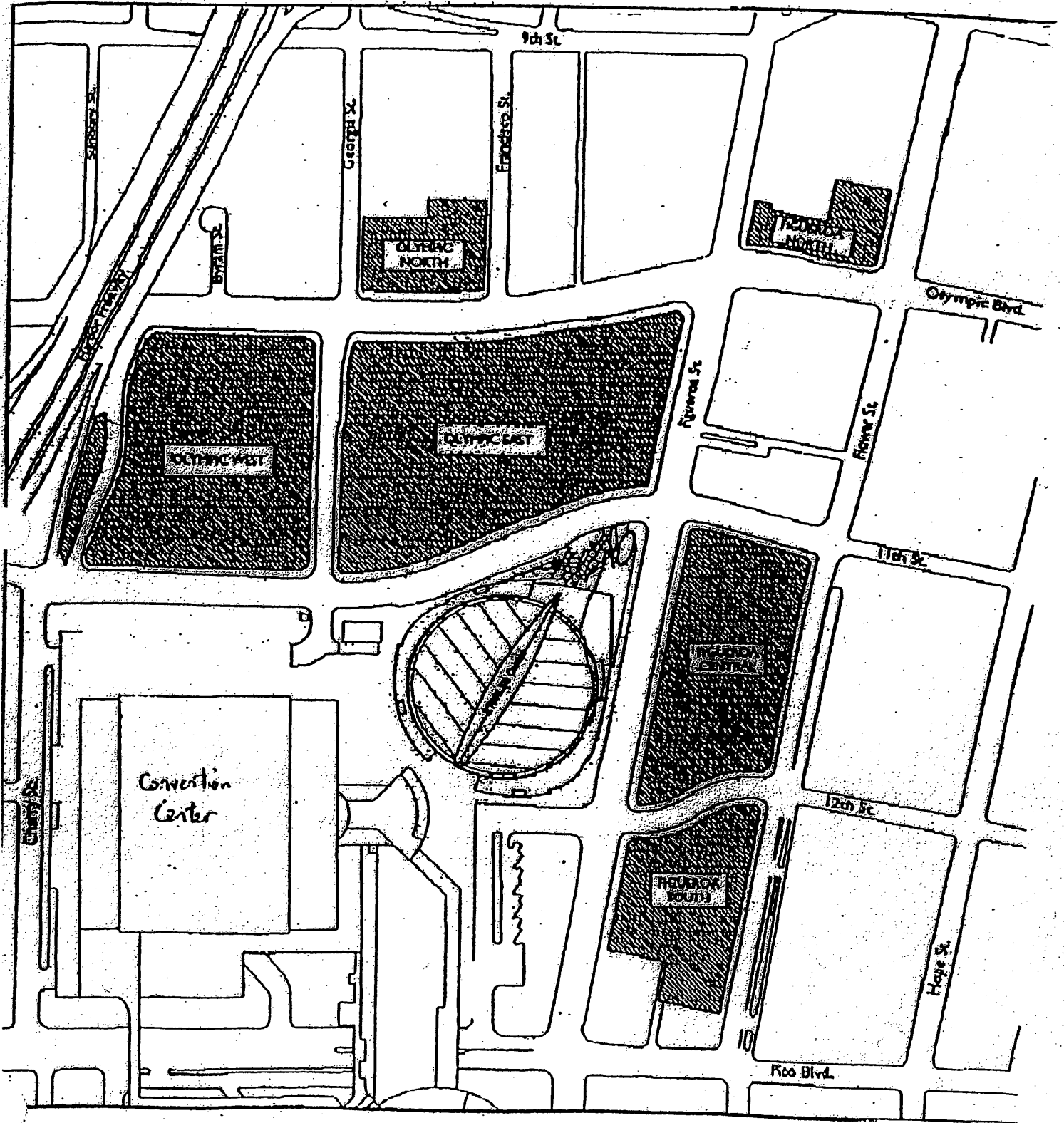
ATTACHMENT 6

Implementation of Affordable Housing Program

# **Exhibit B-2**

## **Part 3 of 8**

Proposed Amendment to Development Agreement  
Attachment 1 – Development Agreement Area Map  
Unchanged



# **Exhibit B-2**

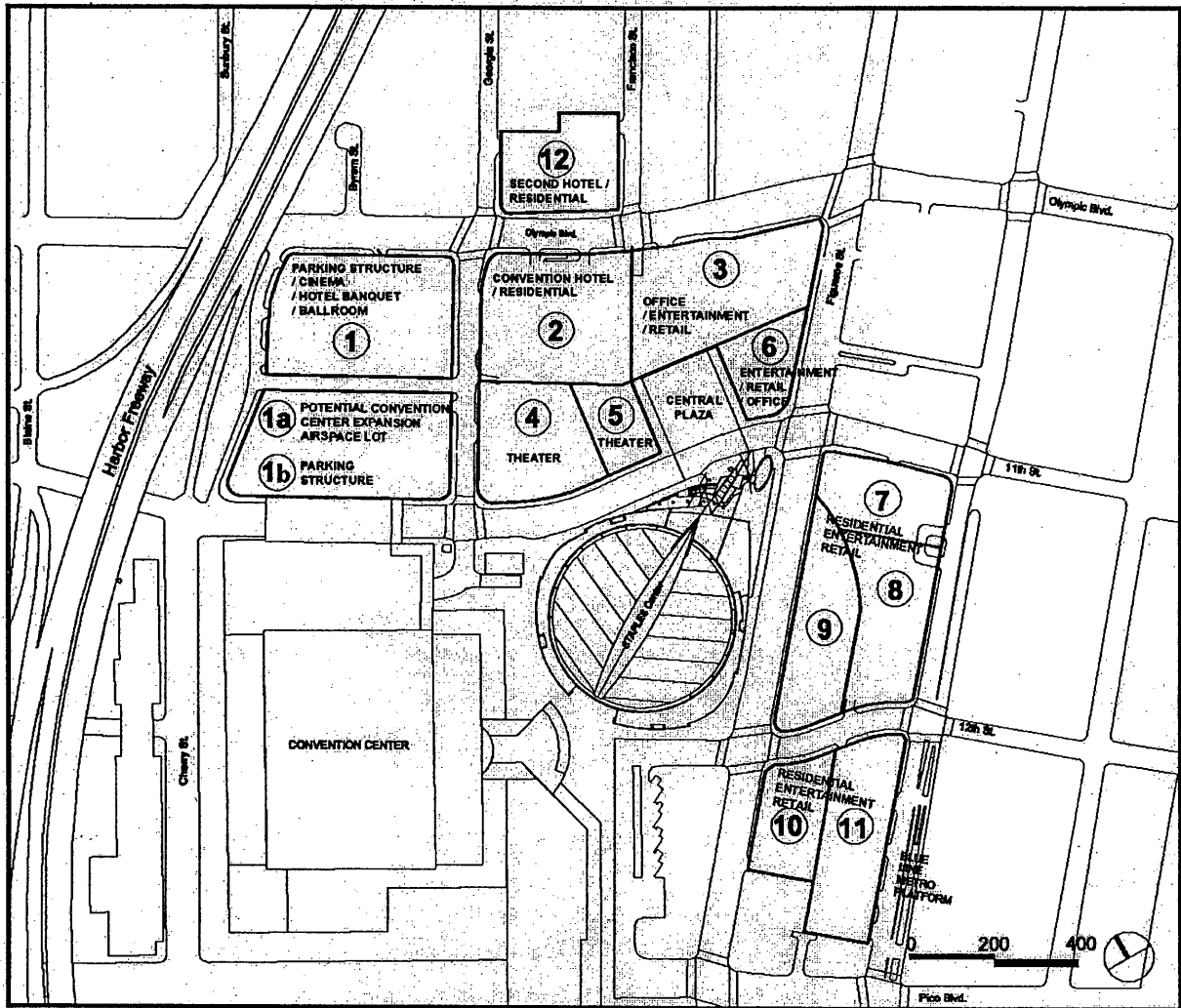
## **Part 4 of 8**

Proposed Amendment to Development Agreement  
Attachment 2 – Los Angeles Sports and Entertainment  
District Specific Plan Map  
Updated

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

ATTACHMENT 2

MAP 2  
SPECIFIC PLAN LAND USE MAP



# **Exhibit B-2**

## **Part 5 of 8**

Proposed Amendment to Development Agreement  
Attachment 3 – Los Angeles Sports and Entertainment  
District Streetscape Plan  
Unchanged

# LOS ANGELES SPORTS AND ENTERTAINMENT DISTRICT

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## *Streetscape Plan*

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# LOS ANGELES SPORTS AND ENTERTAINMENT DISTRICT STREETSCAPE PLAN

## Section 1.

### INTRODUCTION

On September 4, 2001, Ordinance No. 174,226, the Los Angeles Sports and Entertainment District (LASED) Specific Plan was adopted along with a draft of the Streetscape Plan found in the appendix of the Specific Plan. The concept draft has served as a guide for the development of this Streetscape Plan. Like most streetscape plans, this Plan will be implemented in phases as both private and public development takes place along the sidewalks and streets within the Streetscape Plan boundaries. The Streetscape Plan Area has already undergone some improvements as a result of the construction of the Staples Center in 1999.

The Los Angeles Sports and Entertainment District Streetscape Plan provides guidelines and standards for improvements in the public right-of-way within the Los Angeles Sports and Entertainment District and along Figueroa Street from 7<sup>th</sup> Street to Venice Boulevard. The principal objective of this Streetscape Plan is to develop attractive, functional, safe and enjoyable streets and pedestrian friendly sidewalks that connect to and complement the Downtown context and support the creation of a unique regional sports and entertainment destination within Downtown Los Angeles.

Within the public right-of-way, a coordinated system of streetscape elements, including a system of uniquely themed environmental graphics, will depict the District's special purpose and identity and define its area. Wide sidewalks, street trees, street furniture, and pedestrian-oriented lighting will make the District's streets comfortable for pedestrians and will support pedestrian-oriented activity along those streets. Public signage will distinctly communicate the District, its tenants, and its activities and events. These will support the colorful and lively atmosphere of the District and the surrounding neighborhood.

### BOUNDARIES

This plan applies to the public right-of-way, adjacent to the parcels included in the LASED Specific plan and along Figueroa Street north and south of the District (the Streetscape Plan Area). The shaded area on the map in Figure 1 denotes the boundaries for the Los Angeles Sports and Entertainment District Streetscape Plan. Streetscape elements addressed by this plan include, but are not limited to the following: sidewalk widths and paving patterns; crosswalks; medians; street trees; street lights; street furniture such as information kiosks, benches, trash receptacles, news vending machines and bicycle racks; and public art and signage in the public right-of-way.

## Section 2.

### GOALS AND PRINCIPLES

#### A. Goals

The goals of the Los Angeles Sports and Entertainment District Streetscape Plan are as follows:

1. **Reinforce the hierarchy of streets.** Streets within the Streetscape Plan Area will be distinguished according to their design and function. A particular objective will be to further the development of the Figueroa corridor as a grand ceremonial street. The design of streets shall be in accordance with the Section 5 on Street Segments described later in the document.
2. **Promote pedestrian safety and comfort.** Streetscape design contributes to safe and comfortable movement on foot within the Streetscape Plan Area. This is most readily accomplished through designation of a clear, adequately sized and protected pedestrian zone along the Streetscape Plan Area's sidewalks, augmented by a high degree of streetscape amenity. In particular, pedestrians rely on protection from the dangers of the automobile; therefore, street furniture and street trees are typically sited adjacent to the curb to establish a clearly identified barrier between the vehicular roadway and the zone of pedestrian movement. Streetscape amenities that promote pedestrian safety and comfort include canopy trees, pedestrian scaled lighting, street furniture (benches, trash receptacles, planters, etc), and wayfinding signage.
3. **Build a strong interface between building and sidewalk.** A strong interface between building and sidewalk is critical to achieving a high level of street activity within the Streetscape Plan Area. Building details and features such as storefront entries create visual interest and introduce a human scale along the street. Building entries and storefront window displays that face the street are strongly encouraged, as are building features that provide sidewalk shade and increase pedestrian comfort, such as architecturally integrated canopies, awnings and arcades. Outdoor seating and dining along sidewalks is also encouraged, but must maintain a clear zone for pedestrian movement.
4. **Contribute to the District's identity.** The Streetscape Plan promotes a special district identity, emphasizing a coordinated system of design and location of street trees, street lighting, street furniture, street signage, as well as other amenities. The environmental graphics program is especially important to this idea, which includes a system of themed directional and wayfinding

signage that identifies the District, its tenants, and various events and activities.

## B. Principles

The Streetscape Plan is based on a set of principles. These principles are:

1. **Activity.** Focus activity on the street. The Streetscape Plan should encourage a vibrant pedestrian-oriented environment, with activity centered along property edges at the interface between building and street. Guidelines and standards based on this principle include generous sidewalks, street furniture, lighting, environmental graphics, and other amenities that contribute to attractive and enjoyable streets.
2. **Pedestrian Orientation.** Encourage a non-internalized open-air configuration, including plazas and paseos that extend the surrounding urban grid resulting in a pedestrian orientation. The inclusion of the Central Plaza and 11<sup>th</sup> Street Pedestrian Area add to this principle, providing the public with a gathering place for community events.
3. **Safety.** Design streets and sidewalks so that pedestrian and automobile traffic can coexist safely. Components of the Streetscape Plan such as the periodic closure of 11<sup>th</sup> Street between Georgia Street and Figueroa Street to protect pedestrians from oncoming vehicular traffic during events is largely based on this principle.
4. **Individuality.** Promote the District's identity as a unique entertainment, sports and retail destination through streetscape improvements, which include the planting pattern of street trees, the location of street furniture, the implementation of an environmental graphics program of themed directional, wayfinding, and similar signage, and the incorporation of public art.
5. **Compatibility.** Complement surrounding development and build linkages to the neighboring South Park District and Downtown through a coordinated system of street trees, street furniture, street lighting, environmental graphics and special paving. Much of this Plan was devised to be consistent with the original streetscape improvements for Staples Center completed in 1999 and to create effective transitions from the Sports and Entertainment District to residential South Park and the Downtown Core.

### Section 3.

## ADMINISTRATION

The standards established by the LASED Streetscape Plan apply to all projects, public and private, within the public right-of-way.

### A. Project Definition

Public Projects subject to the provisions of the Streetscape Plan include all projects in the public right-of-way undertaken by the City of Los Angeles, including the Department of Public Works and the Community Redevelopment Agency.

Private projects subject to the provisions of the Los Angeles Sports and Entertainment District Streetscape Plan are those which require approval by the City Engineer and A-Permit, Revocable Permit, or B-Permits to be issued by the Department of Public Works. These permits are required for all street furniture, temporary and permanent signs, and any other addition to the public right-of-way. In addition to general standards required of streetscape improvements by the City of Los Angeles, a proposed project must be consistent with the Streetscape Plan as a condition of approval.

### B. Project Approval and Permits

Private implementation of streetscape elements must be approved by the City, often by different or multiple departments. City agencies can also assist private implementation of streetscape projects through their design expertise, approval process, or even the availability of possible funds through state and federal grants. Refer to Section 5, Streetscape Elements, for all City Departments that approve each streetscape component and contact each one for their specific approval procedures and requirements.

#### 1. Department of Public Works

##### Permits:

Streetscape project approval results in the issuance of a permit by the Department of Public Works. Three different types of permits are issued for streetscape projects, each with varying levels of review. Projects are reviewed citywide for consistency with general City standards and specifications for projects in the public right-of-way. By approving the Streetscape Plan, the Board of Public Works has adopted the guidelines and standards contained in the plan as its own policies. This means that beyond general City standards and specifications that apply to streetscape projects, each project will be reviewed for consistency with the Streetscape Plan as a condition of approval and permitting by the Department of Public Works. The following is a description of the types of permits required for streetscape projects.

- a. A-Permit  
The A-Permit is the first level of street improvement permits and is issued over the counter with no project plans. Items typically permitted through this type of review are new or improved driveways and sidewalks. A nominal fee may be charged for plan check, filing, and inspection. For anything other than standard street improvements (i.e. a concrete sidewalk) a Revocable Permit is also required.
  
- b. Revocable Permit  
Revocable Permits are the second or mid-level of street improvement permits. Improvements utilizing materials other than standard concrete (i.e. brick or granite pavers) require a Revocable Permit. Revocable Permit applications require the submittal of accurate drawings and are reviewed by the various Bureaus within the Department of Public Works for safety and liability issues. Improvements approved through the Revocable Permit process are maintained by the permittee. Failure by the permittee to keep the improvement in a safe and maintained condition allows the City to revoke the permitting rights at which point a permittee is requested to restore the street to its original condition. Projects requiring approval through the Revocable Permit process include improvements within the public right-of-way that do not change the configuration of the street. A moderate fee is assessed for plan check, administrative filing, and inspection and the applicant is typically required to provide proof of liability insurance.
  
- c. B-Permit  
The B-Permit is reserved for streetscape projects requiring the highest level of review. Approval through the B-Permit process is required for projects that are permanent in nature and developed to a level that allows the City to maintain the improvement permanently. A B-Permit is usually issued for improvements that change the configuration of the street, traffic patterns, or other substantial permanent changes to the streetscape. Projects subject to the B-Permit review process require professionally prepared drawings submitted on standard City (Bureau of Engineering) drawing sheets and are reviewed by all public agencies affected by the improvements. A fee commensurate with development is assessed for plan check, administration, and inspection.

Construction bonding is required to ensure that the improvements are installed, and various levels of insurance are required.

**Shop Inspection:**

All projects in the public-right-of-way are subject to Shop Inspection by the Department of Public Works Bureau of Contract Administration. This requirement applies to major and minor projects including construction of bus shelters, benches, bike racks, gateway monuments, and permanent signs in the public right-of-way. The purpose of this inspection is to assure quality in materials and construction. All Streetscape Project Plans shall include a note with the following text:

*“Shop Fabrication shall be made only from approved shop drawings and under inspection by the Bureau of Contract Administration. To arrange for inspection, call (213) 580-1392 two (2) weeks in advance for items more than fifty (50) miles outside of the City of Los Angeles, and 24 hours in advance for others.”*

2. **Department of City Planning**

a. **Review:**

Review of streetscape projects by the City Planning Department is only required when the streetscape project includes any streetscape elements, which have yet to be established in the plan, such as:

- 1) crosswalk paving
- 2) medians
- 3) loading and drop-off zones
- 4) street trees
- 5) tree light fixtures
- 6) special lighting
- 7) street furniture
- 8) signs

b. **Document Submittal Requirements:**

- 1) **Conceptual Plans**
  - One set of plans identifying type and placement of proposed streetscape elements.
  - If streetscape elements already exist within the plan boundaries, the set of plans should identify existing elements and those proposed to be removed.

- 2) Photographs (as applicable)
  - subject site
  - existing streetscape elements
  - proposed streetscape elements

**C. Implementation**

This plan will be implemented over time through public and private investment in the Streetscape Plan Area. Private implementation will occur through investments by the Figueroa Corridor Business Improvement District and any future Business Improvement Districts in the area. Public agency implementation will result from improvements made by the City of Los Angeles through its Community Redevelopment Agency, Department of Public Works or other public agencies, such as the Metropolitan Transportation Agency, as outlined in the Development Agreement. For instance, implementation may occur through publicly sponsored projects such as expansion of the LA Convention Center.

**D. Maintenance**

Successful implementation of this Streetscape Plan requires not only that its standards be enforced, but that all approved projects be maintained. The master developer or his assignees shall continue to comply with the existing Maintenance Agreement with the Department of Public Works that was established in 1999 for the maintenance of the street trees planted at that time and will prepare new Maintenance Agreements for additional improvements provided by the developer within the public right-of-way and required setback, as required by the Department of Public Works. To ensure regular and consistent maintenance of all street trees, the existing tree maintenance agreements and all future tree maintenance agreements shall be the sole responsibility of the master developer or his assignees and shall not be transferred to individual developers.

**E. Plan Elements and Organization**

This Streetscape Plan is organized by street. Streets warrant different streetscape treatment based on their physical dimensions and anticipated levels of activity. For the Los Angeles Sports and Entertainment District this means that Figueroa Street, as a major thoroughfare has one set of standards as do each of the other streets. Components of the streetscape plan for each street rely on standard Streetscape Element Requirements found in Section 7. Unless otherwise indicated in the following sections, refer to Section 7 for detailed Streetscape Element Requirements.

## Section 4.

### DEFINITIONS

The following words and phrases, whenever used in this document, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Section 12.03 of the LAMC.

**Bollards:** A vertical freestanding short post used as a barrier to traffic.

**CRA Edge Band:** Twelve (12)-inch wide bands of brick or granite pavers that line the edge of curbs as shown in *Figure 9*.

**Directory Sign:** A pedestrian oriented sign directing visitors on foot to public services and businesses as defined in Section 16 of the LASED Specific Plan.

**Eleventh Street Pedestrian Area:** That area within the public right-of-way of 11<sup>th</sup> Street, between Figueroa Street and Georgia Street, which is designated for pedestrian activity as defined in Section 4 in the LASED Specific Plan.

**Enhanced Sidewalk Paving:** The combination of paving materials (granite, brick, stone, etc.), texture (saw cuts) and/or patterns used to suggest traffic flow, emphasize landscape features such as statues or fountains to unify design and create a pleasant walking sensation.

**Gateway Marker:** A sign which provides a distinctive visual identifier for a particular area.

**Loading and Drop-Off Zone:** An off-street space or berth adjacent to a building or group of buildings, for the temporary parking of a noncommercial vehicle for the loading and unloading of merchandise and passengers.

**Master Developer:** Los Angeles Arena Land Company and any successor in interest

**Median:** A divider strip separating traffic traveling in opposite directions.

**Mountable Curb:** According to the Bureau of Engineering, Street Design Manual, mountable curbs are generally restricted to landscaped portions of median strips, traffic islands, and shoulders, where they act as partial barriers to normal vehicular traffic, but can be readily mounted by vehicles.

**Pedestrian Zone:** An 8-foot clear zone in the center of the sidewalk reserved for pedestrian traffic.

**Star Plaza:** Star Plaza is the main gathering place at the front entrance of STAPLES Center.

**Wayfinding Sign:** A pedestrian or auto oriented sign which indicates the route to, direction of or location of a given goal, or which provides regulatory or service information of a non-advertising character as defined in Section 16 in the LASED Specific Plan.

## Section 5.

### STREETSCAPE ELEMENTS

Streetscape elements addressed by this plan include infrastructure, landscape, street lighting, signage and street furniture. A rich variety of streetscape elements will be combined to create an identifiable district theme and an active pedestrian environment. The key components of the Streetscape Plan are:

#### A. Infrastructure

Infrastructure elements, as defined by the Planning Department for purposes of Streetscape Plans, include sidewalks, crosswalks, medians, parking, drop off, valet and loading zones. These elements provide for ease and safety of movement throughout the Streetscape Plan Area and contribute to a secure pedestrian environment.

1. Sidewalks: The width and treatment of sidewalks is an important element of the pedestrian streetscape. In particular, adequately sized sidewalks are essential for such desired activities and uses as strolling, window shopping and sidewalk dining, as well as for street trees and furniture. New sidewalks that will be wide enough to accommodate projected pedestrian volumes and sidewalk activity with a consistent paving pattern that unifies the entire District will be installed incrementally with each new development project. Required sidewalk widths for all streets in the District are shown in *Figure 4*.
  - a. **City Approval:** Paving patterns and any enhanced paving in the District will be approved by:
    - 1) Community Redevelopment Agency
    - 2) Bureau of Street Services, Department of Public Works
    - 3) Bureau of Engineering, Department of Public Works
    - 4) Department of Public Works, Bureau of Street Services, Street Use Inspection Division.
  - b. **Guidelines and Standards:**
    - 1) Paving patterns for sidewalks appropriate to the hierarchy of streets and street widths shall include those specified in Section 7, unless the CRA approves an alternative for the District.
    - 2) Enhanced sidewalk treatment may be provided along the 11<sup>th</sup> Street Pedestrian Area and at additional locations along Figueroa Street and Olympic Boulevard to identify major uses and entrances. Sidewalk enhancements will primarily be

achieved through a change in paving texture, color and/or materials.

- 3) Sidewalk width will vary according to street as specified in Section 7.
- 4) A minimum 8 foot pedestrian zone shall be maintained on all sidewalks within the Streetscape Plan Area to accommodate pedestrian traffic. To the extent feasible this zone will follow a straight line down the street. Street furniture, trees, and similar amenities shall be located outside of this zone, either between the curb and the pedestrian zone or in the required setback adjacent to the sidewalk.
- 5) Sidewalks on Figueroa Street between the northerly boundary of the District to 7<sup>th</sup> Street and the southerly boundary of the District to Venice Boulevard should incorporate enhanced sidewalk treatments in the form of upgraded paving materials to reflect the importance of Figueroa Street as a pedestrian linkage between the District and the surrounding Downtown. The most frequently used upgrades in this area have been granite and brick pavers.

- c. **Maintenance:** The Master Developer will be responsible for cleaning, graffiti removal, repair and replacement. However, at the time a new project is constructed, the entire sidewalk corresponding to that development must be removed and replaced by the Developer.

2. **Crosswalks:** Crosswalks indicate that there is a dedicated zone for pedestrian crossing, and provide a clearly visible demarcation to motorists approaching the crosswalk.

- a. **City Approval:**  
Los Angeles Department of Transportation (LADOT)

- b. **Guidelines and Standards:**
  - 1) Subject to LADOT approval, 30' foot crosswalks will be provided at Figueroa Street/Olympic Boulevard, Figueroa Street/Pico Boulevard, 12<sup>th</sup> Street/Flower Street, and Pico Boulevard/Flower Street, where and as feasible.
  - 2) Enhanced crosswalk paving to include a combination of paving materials

(granite, brick, stone, etc.), texture (saw cuts) and/or patterns will be provided at key signalized intersections along Figueroa.

- c. **Maintenance:** The Bureau of Street Services will be responsible for cleaning, graffiti removal, repainting, repair and replacement. LADOT will be responsible for striping.

- 3. **Medians:** The Downtown Strategic Plan, South Park Design Guidelines and Figueroa Corridor Economic Strategy call for a landscaped median on Figueroa Street where feasible. Depending upon left-turn pocket length requirements established by the City it may be possible to install several 100' foot medians between 11<sup>th</sup> Street and Pico Boulevard.

- a. **City Approval:**
  - 1) Los Angeles Department of Transportation (LADOT).
  - 2) Bureau of Engineering, Department of Public Works
  - 3) Bureau of Street Services, Department of Public Works

- b. **Guidelines and Standards:**

Medians may be installed on Figueroa Street only under the following conditions:

  - 1) the street is restriped to provide an equal number of lanes in each direction with the median along the centerlines of the street and
  - 2) each median segment is at least 100 feet long and at least 10 feet wide.

- c. **Maintenance:** The Master Developer will be responsible for regular pruning, weed control, plant replacement, and irrigation repair and replacement.

- 4. **Parking Lanes:**

- a. **City Approval:**

Los Angeles Department of Transportation (LADOT)
- b. **Guidelines and Standards:**

In general, parking lanes and curb-side parking will be well maintained, but will not require any enhancements or unique design treatment.
- c. **Maintenance:** LADOT will be responsible for regular re-striping and repair.

5. **Loading, Drop-off and Bus Zones:**

- a. **City Approval:**  
Los Angeles Department of Transportation (LADOT)
- b. **Guidelines and Standards:**
  - 1) In general, loading and drop-off zones within the public right-of-way will be well maintained, but will not require any enhancements or unique design treatment except the 11<sup>th</sup> Street Pedestrian Area.
  - 2) The paving material and design of any loading or drop-off zone located within the 11<sup>th</sup> Street Pedestrian Area shall be consistent with overall treatment of the 11<sup>th</sup> Street Pedestrian Area.
  - 3) Special paving, consisting of a change in material, texture and color may be provided with other loading/drop-off zones, but is not required.
- c. **Maintenance:** LADOT will be responsible for regular re-striping and repair.

6. **11<sup>th</sup> Street Pedestrian Area:** The design and treatment of the 11<sup>th</sup> Street Pedestrian Area will differentiate this space from the standard street.

- a. **City Approval:**
  - 1) Los Angeles Department of Transportation (LADOT)
  - 2) Bureau of Engineering, Department of Public Works
  - 3) Bureau of Street Services, Department of Public Works
- b. **Guidelines and Standards:**
  - 1) Paving will be coordinated with the adjacent Star Plaza at STAPLES Center and the Central Plaza.
  - 2) Mountable curbs, removable bollards and/or similar devices will define the edge of vehicular traffic when operating as a through street.
- c. **Maintenance:** The Master Developer will be responsible for cleaning, regular re-striping and repair.
- d.

B. **Landscape**

Landscape enhances an area by creating a clean, naturally and visually pleasing streetscape, which encourages pedestrian traffic.

1. **Street Trees:** Street trees are an especially important streetscape improvement, making the sidewalk more comfortable for pedestrians, making the street more attractive, and giving scale to wide streets.
  - a. **City Approval:**  
Street Tree Division of the Bureau of Street Services, Department of Public Works
  - b. **Guidelines and Standards:**
    - 1) Street tree species and spacing will vary with the street hierarchy, as established and approved in 1999 by the CRA and Public Works as a result of the development of the STAPLES Center. (see Section 6).
    - 2) Planting specifications will be those approved in 1999 (see Section 7).
    - 3) For the most part, the street tree species approved in 1999 will remain as the standards for the District. Each street has a different tree species appropriate to its character and ties into the street tree plan for the entire Downtown. Species for each street are described in Section 6 and summarized in Section 7. The box size requirements vary with species and are listed in Section 6 and 7.
    - 4) Spacing shall typically range from 20 to 23 feet on center as specified in Section 6.
    - 5) The existing street tree locations that were approved in 1999 will be maintained where feasible. Where the existing street trees must be removed as a result of required street widening, they shall be relocated or replaced at the same station locations along the new sidewalk.
    - 6) Planting specifications for all new and relocated street trees are described in detail in Section 7 and are consistent with the specifications used for the 1999 street tree planting. The key components are:
      - a) 4-foot x 8-foot tree wells with a stabilized decomposed granite surface or 6' x 6' tree well with cast-iron tree well covers with minimum 24" diameter openings.
      - b) structural soil to a depth of 3 feet under the entire width of the sidewalk within 25 feet of

- c) all new or relocated street trees.
- c) subsurface drip irrigation in each tree well.
- d) 3" stabilized decomposed granite (Gail Materials California Gold with Stabilizer Solution premixed) on the tree well surface, compacted per supplier's specification, or 6' x 6' cast iron tree well covers approved by the City of Los Angeles (retrofit grates that do not have frames are not acceptable).

c. **Maintenance:** The Master Developer will be responsible for regular pruning, plant replacement, and irrigation repair and replacement.

**C. Street Lighting**

There are two types of street lights in the District: roadway lights and pedestrian-scale lights.

1. **Roadway Lights:** Illuminate both the roadways and sidewalks to the levels required by the Bureau of Street Lighting for safety and security.
  - a. **City Approval:** Street lights that reinforce the historic context of the District in Downtown Los Angeles, which include the Olympic Special and the roadway light with steel fluted pole were selected and approved in 1999 by:
    - 1) Bureau of Street Lighting, Board of Public Works
    - 2) Cultural Affairs Department
  - b. **Guidelines and Standards:**
    - 1) Those guidelines adopted in 1999 remain the standards for the District. They include re-lamped and refurbished existing roadway lights.
    - 2) All light poles will be located adjacent to the curb as required by the Bureau of Street Lighting.
    - 3) If the streets are widened or narrowed, the existing street lights shall be moved along with the new curb line to maintain the existing street light and tree spacing pattern.
    - 4) The remaining roadway lights that were not refurbished in 1999, will be re-lamped, refurbished and re-spaced in

conjunction with adjacent development to match the established standard.

- 5) All refurbished roadway lights will be Spring Street Green (Amersfield finish as specified by the BSL).
- 6) The approved specifications for each street in the District are described in detail in Section 6 and 7.

c. **Maintenance:** Maintenance is provided by the Bureau of Street Lighting funded through the assessment process. *Any additions or changes to the rates must be approved by all affected property owner through the Proposition 218 process.*

2. **Pedestrian Street Lights:** Provide ornamentation to supplement the required illumination level. Pedestrian street lights contribute to the pedestrian scale of the District by adding a soft glow of light on the sidewalk.

a. **City Approval:** Reinforce the historic context of the District while remaining consistent with the existing street light pattern along Figueroa:

- 1) Bureau of Street Lighting, Board of Public Works
- 2) Cultural Affairs Department

b. **Guidelines and Standards:**

- 1) Street lights that are consistent with those already installed along Figueroa are the standard for the District. They include pedestrian lights on 12' octagonal poles with a post top fixture as shown in Figure 13.
- 2) Pedestrian lights will be added between roadway lights where they do not currently exist.
- 3) The approved pedestrian light, which is specified for most streets in the District is the post top light on 12' octagonal pole. The exceptions are:
  - a) the west side of Figueroa Street and south side of 11<sup>th</sup> Street adjacent to STAPLES Center and the Convention Center, where the CD953C2 ("hockey puck") is used.
  - b) Flower Street south of the District where replicas of the historic UM1906s will be used.
- 4) All new pedestrian lights will be Spring Street Green (Amersfield finish as specified by the BSL).

- 5) On Figueroa street north and south of the District, the pedestrian light currently used at bus stops, the 12' octagonal poles with a teardrop fixture, shall be installed.
  - 6) The approved specifications for each street in the District are described in detail in Section 6 and 7.
- c. **Maintenance:** Maintenance is provided by the Bureau of Street Lighting funded through the assessment process. *Any additions or changes to the rates must be approved by all affected property owner through the Proposition 218 process.*
3. **Coordinated Street Tree/Street Light Spacing Pattern:** The street light locations and spacing, which were carefully coordinated with street tree planting in 1999 to optimize both, will remain as the standard for the Streetscape Plan Area.
- a. **City Approval:** This spacing pattern was carefully reviewed and approved by:
    - 1) Bureau of Street Lighting (BSL)
    - 2) Street Tree Division of the Bureau of Street Services, Department of Public Works
  - b. **Guidelines and Standards:**
    - 1) Fixtures will meet IES standards as adopted by the City to provide illumination required by BSL.
    - 2) The pattern for locations where a double row of trees is required is illustrated in **Figure 6**.
    - 3) The pattern for locations where a single row of trees is required is illustrated in **Figure 5**.
    - 4) The typical spacing as illustrated in **Figures 5 and 6** consists of the following: cobra lights spaced 90 to 110 feet apart with a pedestrian light centered between them and two street trees between each cobra and pedestrian light, spaced 20 feet from the cobra light (in some cases this dimension may be a few feet less, but may not be less than 15 feet, for the approved street trees only) and 20 to 26 feet from one another, resulting in spacing of 10 to 13 feet between the pedestrian light and adjacent trees.
    - 5) Where there is a second row of trees, an additional tree is provided in parallel with the roadway light.

- c. **Maintenance:** Lighting repair, replacement, electrical service responsibility. Irrigation, pruning, weeding and landscape replacement.

- 4. **Special Lighting:** Special lighting that adds to the District's sense of place will be permitted within the public right-of-way, provided that it does not interfere with pedestrian movement, vehicular safety, the approved street light/street tree spacing pattern, or other required streetscape elements. Examples of special lighting include accent lighting of landscape and architectural features, and seasonal light displays celebrating holidays or special events. Additionally, temporary light fixtures related to special events will be permitted within the 11<sup>th</sup> Street Pedestrian Area during periods of closure to vehicular traffic. Special lighting may be installed with a revocable permit. The infrastructure for this lighting will be maintained by the permit holder and not BSL.

**D. Street Furniture**

Street furniture will be incorporated to enhance the pedestrian experience. Street furniture will be provided as appropriate in conjunction with each development project. A family of furniture elements, including, but not limited to, benches, trash receptacles, kiosks and bicycle racks, will be used throughout the Streetscape Plan Area. Specific furniture has not been selected but will be selected prior to approval of the first development project. If the Streetscape Plan Area is subject to the Citywide Contract with Viacom Decaux LLC, then street furniture selections will be changed to correspond accordingly.

- 1. **Benches:** Benches enhance the pedestrian environment by providing for pedestrian comfort, and by creating meeting locations that encourage social interaction among pedestrians.
  - a. **City Approval:**
    - 1) Street Use Division of the Bureau of Street Services, Department of Public Works (DPW)
    - 2) Department of City Planning
    - 3) Bureau of Engineering, DPW
  - b. **Guidelines and Standards:**
    - 1) The design of benches shall be coordinated throughout the Streetscape Plan Area in order to provide a consistent look, and shall be sited to not interfere with the required clear pedestrian zone.
    - 2) In general, benches will be located within the 4-foot wide zone of the sidewalk between the curb and

pedestrian zone or if approved by the property's owner, in the private setback directly adjacent to the edge of the public right-of-way.

- 3) A minimum of two benches shall be provided per 500 linear feet of block frontage.
- 4) All benches shall have GCP-1000 anti-graffiti gloss coating solution or equal substitute.

c. **Maintenance:** The Master Developer or the Street Furniture Provider will be responsible for graffiti removal and replacement.

2. **Bicycle Racks:** Bicycle racks enhance the pedestrian environment by creating bicycle parking that is secure, convenient and easily accessible.

a. **City Approval:**

- 1) Los Angeles Department of Transportation (LADOT)
- 2) Department of City Planning
- 3) Bureau of Engineering, Department of Public Works

b. **Guidelines and Standards:**

- 1) The design of bicycle racks shall be coordinated throughout the Streetscape Plan Area in order to provide a consistent look, and shall be sited to not interfere with the required pedestrian zone.
- 2) In general, bicycle racks will be located within the 4-foot wide zone of the sidewalk between the curb and pedestrian zone or if approved by the property's owner in the private setback directly adjacent to the edge of the public right-of-way.
- 3) One bicycle rack with parking for six bicycles shall be provided per 500 linear feet of block frontage.

c. **Maintenance:** The Master Developer or the Street Furniture Provider will be responsible for graffiti removal, repair and replacement as necessary.

3. **Bus Shelters:** Bus shelters create an attractive space for bus stop sites with high levels of pedestrian use. They encourage transit use, and provide shelter from atmospheric changes, wind, sun and rain.

- a. **City Approval:**
    - 1) Street Use Division, Bureau of Street Services, Department of Public Works
    - 2) Los Angeles County Metropolitan Transportation Authority (LACMTA)
  
  - b. **Guidelines and Standards:**
    - 1) Six bus shelters shall be installed throughout the project area at locations to be agreed upon by the Bureau of Street Services and LACMTA.
    - 2) The design of bus shelters shall be coordinated throughout the Streetscape Plan Area in order to provide a consistent look, and shall be sited to not interfere with the required clear pedestrian zone.
    - 3) In general, bus shelters will be located within the 4-foot wide zone of the sidewalk between the curb and pedestrian zone or if approved by the property's owner, in the private setback directly adjacent to the edge of the public right-of-way.
    - 4) All bus shelters shall have GCP-1000 anti-graffiti gloss coating solution or equal substitute.
  
  - c. **Maintenance:** LACMTA or the Street Furniture Provider will be responsible for graffiti removal, repair and replacement, plus lighting responsibility and related financial commitment.
4. **Newspaper Vending Machines:** Newspaper vending machines should be located to provide ease of identification and eliminate potential obstructions in the pedestrian right-of-way. Well-designed news racks that are appropriately placed can make an aesthetic contribution to the streetscape providing an amenity to businesses and patrons.

- a. **City Approval:**
  - 1) Street Use Division of the Bureau of Street Services, Department of Public Works
  - 2) Department of City Planning
  
- b. **Guidelines and Standards:**
  - 1) The design of newspaper vending machines shall meet the standards set forth in Section 42.00 of the LAMC.
  - 2) In general, newspaper vending machines will be located within the 4-foot wide zone of the sidewalk between

the curb and pedestrian zone or if approved by the property's owner, in the private setback directly adjacent to the edge of the public right-of-way.

- 3) A maximum of one (1) stacked four-unit or two-unit newspaper vending machine may be provided per 500 linear feet of block frontage.
- 4) Each unit shall be a maximum of 3'-6" tall and affixed to the sidewalk.

c. **Maintenance:** The vendor will be responsible for graffiti removal, repair and replacement.

5. **Transit Kiosks:** Transit Kiosks provide information about the available transit in the area, and dispense tickets and passes.

a. **City Approval:**

- 1) Bureau of Street Services, Department of Public Works
- 1) Los Angeles Department of Transportation (LADOT)
- 3) Los Angeles County Metropolitan Transportation Authority (LACMTA)
- 4) Department of Public Works, Bureau of Street Services, Street Use Inspection Division.

b. **Guidelines and Standards:**

- 1) The design of transit kiosks shall be coordinated throughout the Streetscape Plan Area in order to provide a consistent look, and shall be sited to not interfere with the required clear pedestrian zone.
- 2) Up to two transit kiosks, one off of Olympic Boulevard and one off of Figueroa Street shall be provided.
- 3) In general, transit kiosks shall be located within the 4-foot wide zone of the sidewalk between the curb and pedestrian zone or if approved by the property's owner, in the private setback directly adjacent to the edge of the public right-of-way.
- 4) All transit kiosks shall have GCP-1000 anti-graffiti gloss coating solution or equal substitute.

c. **Maintenance:** LACMTA or the Street Furniture Provider will be responsible for graffiti removal, repair and replacement, plus lighting responsibility and related financial commitment.

6. **Trash Receptacles:** Trash receptacles promote a clean streetscape and enhance the pedestrian environment.
  - a. **City Approval:**
    - 1) Street Use Division of the Bureau of Street Services, Department of Public Works (DPW)
    - 2) Department of City Planning
    - 3) Bureau of Engineering, DPW
  - b. **Guidelines and Standards:**
    - 1) The design of trash receptacles shall be coordinated throughout the Streetscape Plan Area in order to provide a consistent look, and shall be sited to not interfere with the required clear pedestrian zone.
    - 1) In general, trash receptacles will be located within the 4-foot wide zone of the sidewalk between the curb and pedestrian zone or if approved by the property's owner, in the private setback directly adjacent to the edge of the public right-of-way.
    - 3) A minimum of two trash receptacles shall be provided per 500 linear feet of block frontage.
    - 4) All trash receptacles shall have GCP-1000 anti-graffiti gloss coating solution or equal substitute.
  - c. **Maintenance:** The Master Developer will be responsible for trash collection, replacement, cleaning and graffiti removal.

**E. Public Signage**

A coordinated public signage program will contribute to the aesthetics and function of the District. Public signage includes street signs, directional signs, gateway markers and pedestrian-oriented directories. A key purpose of this signage is to clearly identify on-site facilities and assist wayfinding. Public signage will also complement the active and lively atmosphere of the District; its design will take its cue from the District's role as a sports and entertainment district, and will evoke an energetic character.

1. **Gateway Markers:** A gateway marker is a sign which provides a distinctive visual identifier for the District.
  - a. **City Approval:**
    - 1) Street Use and Engineering, Bureau of Street Services, Department of Public Works
    - 2) Los Angeles Department of

- 3) Transportation (LADOT)  
Bureau of Engineering, Department of Public Works
- 4) Department of Building and Safety

b. **Guidelines and Standards:**

- 1) Large freestanding signs will mark entry into the District.
- 2) Located at important gateways, these elements will be dynamic and colorful, typically in the form of pylons.
- 3) Smaller scaled vertical monument signs identifying the District shall also be permitted at minor gateways and intersections.
- 4) Design of these signs shall be consistent with the vibrant character of the District and conform to Sign Regulations and Guidelines in the Los Angeles Sports and Entertainment District Specific Plan.

- c. **Maintenance:** The Master Developer will be responsible for graffiti removal, repair, replacement and lighting responsibility.

2. **Directional Signs:** Directional signs guide vehicular traffic to appropriate destinations and identify other appropriate locations such as parking.

a. **City Approval:**

- 1) Los Angeles Department of Transportation (LADOT)
- 2) Street Use Division, Bureau of Street Services, Department of Public Works

b. **Guidelines and Standards:**

- 1) Up to a total of \$25,000 shall be spent on fixed directional signage on access/egress corridors in the Streetscape Plan Area.
- 2) Directional signs shall clearly identify facilities and assist in guiding traffic.
- 3) Design of these signs shall be consistent with the vibrant character of the District and conform to Sign Regulations and Guidelines in the Los Angeles Sports and Entertainment District Specific Plan.

- c. **Maintenance:** The Master Developer in conjunction with LADOT will be responsible for graffiti removal, repair and replacement.

3. **Directory Signs:** Directory signs include wall-mounted and freestanding pedestrian oriented signs directing visitors on foot, and accommodating public services and commercial businesses located within the District.

a. **City Approval:**

- 1) Bureau of Street Services, Department of Public Works
- 2) Department of Public Works, Bureau of Street Services, Street Use Inspection Division.

b. **Guidelines and Standards:**

- 1) Directory signs should be sited near pedestrian access to and from parking facilities, or important public gathering areas.
- 2) Freestanding directory signs may be located within the public right-of-way, provided they do not interfere with the required pedestrian zone.
- 3) Design of these signs shall be consistent with the vibrant character of the District and conform to Sign Regulations and Guidelines in the Los Angeles Sports and Entertainment District Specific Plan.

c. **Maintenance:** The Master Developer will be responsible for graffiti removal, repair and replacement.

F. **Public Art**

Public art will be vital in establishing the District's identity, and will be provided as required by the City's public art program, as administered by the Community Redevelopment Agency (CRA).

**Public Art Component:** The master developer will work with the CRA's public art coordinator to design a public art component for the District.

a. **City Approval:**

- 1) Cultural Affairs Department
- 2) Community Redevelopment Agency (CRA)
- 3) Bureau of Engineering, Department of Public Works

b. **Guidelines and Standards:**

The public art component may be located on the development site and integrated into the project design, in the public right-of-way or at another location as determined by the CRA and developer as most appropriate.

- c. **Maintenance:** Cleaning as necessary, graffiti removal, restoration, replacement and preservation.

## Section 6.

### STREET SEGMENTS

This streetscape plan is organized by street classifications.

#### A. **Figueroa Street (Olympic Boulevard to Pico Boulevard)**

Figueroa Street is the District's major north-south corridor connecting Downtown with USC and Exposition Park, carrying large volumes of both vehicular and pedestrian traffic. Along the way, the street ties together Bunker Hill, the Financial District, STAPLES Center, the Convention Center, major office towers, and local landmarks (Hotel Figueroa, Variety Arts Center). It is a highly visible ceremonial entry and "front door" to downtown Los Angeles. Both the *Downtown Strategic Plan* and *Figueroa Corridor Economic Development Strategy* identify it as one of downtown's primary streets.

Because of its critical role within the Downtown, Figueroa Street will have a formal design treatment that presents an aura of grandeur. Street trees will be planted as a processional colonnade, alternating large canopy trees with tall palms. Sidewalks will be wide, accommodating large crowds and significant sidewalk activity including outdoor dining. Special intersection treatment and major gateway markers will also communicate the importance of this street. It is, in all respects, a "grand street" and a special address in Los Angeles.

#### 1. **Infrastructure:**

##### a. Sidewalks:

- 1) Along Figueroa Street between Olympic Boulevard and Pico Boulevard, sidewalks shall be a minimum of 15 feet wide with an 8-foot wide private setback on the adjacent property.
- 2) The sidewalk and setback shall appear and function as a single integrated space, even though ownership is partly public and partly private.
- 3) Three distinct use zones shall be provided on the sidewalk as illustrated in the cross section in **Figure 7**. The cross section shows:
  - a) A 4 to 6-foot wide zone along the curb in which trees, street lights, fire hydrants and other functional elements are located and street furniture, including trash receptacles, benches and

- b) bicycle racks may be located. A minimum 8-foot wide traffic zone.
- c) A minimum 8-foot wide commercial activity zone, which includes the second row of street trees. The centerline of the tree trunks must be located a minimum of 7 feet from the face of the building.
- 4) All existing sidewalk paving shall be replaced with new sidewalk paving, using the sidewalk paving detailed in Section 7 or approved alternate.

b. Crosswalks:

- 1) Crosswalks will be widened as required by LADOT.
- 2) The existing stamped asphalt crosswalks may be replaced with a higher quality, more permanent material, such as stamped concrete or other material approved by the Department of Public Works.

c. Medians:

- 1) Medians may be installed on Figueroa only under the following conditions:
  - a) the street is restriped to provide an equal number of lanes in each direction with the median along the centerline of the street
  - b) each median segment is at least 100 feet long and at least 10 feet wide.
- 2) Any new medians shall include shrubs and short plants.
- 3) The ground cover palette should include red varieties of flax (*Phormium 'Rubrum', 'Dark Delight', 'Dusky Chief'*), Yellow Wild Iris (*Dietes Bicolor*), and Blue Oat Grass (*Helictotrichon sempervirens*).

2. **Landscape:**

Street Trees:

- 1) Except on the west side of Figueroa Street south of 11<sup>th</sup> Street, street trees on Figueroa Street in the District shall be in double rows in parallel (not staggered) according to the approved street light/street tree pattern, resulting in spacing between trees of

- approximately 20 feet.
- 2) For each pair of trees, the tree along the edge of the street is in the public right-of-way and the other tree is located within the private setback.
- 3) The property line may be demarked by a score line, saw cut or other element that is integral to the sidewalk design and is approved in conjunction with the final sidewalk design.
- 4) The centerline of the tree trunks in the row shall be a minimum of 7 feet from the adjacent building face.
- 5) The approved street tree species of Figueroa Street, except on the west side of the street south of 11<sup>th</sup> Street, is the London Plane 'Bloodgood' (*Platanus acerifolia* 'Bloodgood' - minimum of 36" box size). Pairs of Mexican Fan Palms (*Washingtonia Robusta* - minimum 30-foot trunk height at planting) may be alternated with pairs of London Plane trees.
- 6) On the west side of Figueroa Street south of 11th Street, the existing street trees shall remain. The street tree planting at that location was designed to unify STAPLES Center and the Convention Center and to distinguish those facilities from the rest of the area.

3. **Street Lighting:**

- a. Roadway and Pedestrian Lights:
  - 1) Except on the west side of Figueroa Street south of 11<sup>th</sup> Street, the District street lighting approved in 1999 shall be installed.
  - 2) New street lighting shall be the same as installed in 1999, consisting of 400W metal halide luminaries on 30-foot tall electroliers, spaced 112 feet on center. Post top pedestrian lights on 12' octagonal poles shall be installed at the corners centered between the street lighting.
  - 3) On the west side of Figueroa Street south of 11<sup>th</sup> Street, the existing street lighting shall be maintained. That street lighting was developed together with the street tree planting to unify STAPLES Center and the Convention Center and to distinguish them from the rest of District.

- b. Street Light/Street Tree Pattern:
  - 1) The pattern illustrated in **Figure 5** shall be used on Figueroa Street, except on the west side south of 11<sup>th</sup> Street. It will result in a typical spacing between street trees of approximately 20 feet.
  - 2) The sketches in **Figure 8** illustrate the character of the Figueroa Street as it looks today and as it will look with future development.

4. **Public Signage:**

Gateway Markers:

- a. Major gateway markers may be provided at the intersections of Figueroa Street and Pico Boulevard, and Figueroa Street and Olympic Boulevard.
- b. Smaller district identification monuments may be provided elsewhere along Figueroa Street, especially at the 11<sup>th</sup> Street and 12<sup>th</sup> Street intersections.
- c. Gateway markers and district identification sign design is not further specified herein, but shall meet the Sign Regulations and Guidelines described in the LASED Specific Plan.

C. **Figueroa Street (Olympic Boulevard to 7<sup>th</sup> Street and Pico Boulevard to Venice Boulevard)**

1. **Infrastructure:**

- a. Sidewalks:
  - 1) Along Figueroa Street north and south of the District, sidewalks adjacent to any new development shall be a minimum of 12 feet wide with a 8-foot wide private setback on the adjacent property.
  - 2) The sidewalk and setback shall appear and function as a single integrated space, even though ownership is partly public and partly private.
  - 3) The property line may be demarked by a score line, saw cut or other element that is integral to the sidewalk design and is approved in conjunction with the final sidewalk design for each project developed on Figueroa Street north and south of the District.
  - 4) Three distinct use zones shall be provided on the sidewalk as illustrated in the cross section in **Figure 7** and

- described previously.
- 5) Adjacent to new development projects, existing sidewalk paving shall be replaced with new sidewalk paving, using the CRA's standard Downtown Edge Band shown in **Figure 9** or approved alternate. (The Bureau of Contract Administration shall also approve Edge Band Construction. *Please note: Requirements listed in the Edge Band Notes may change over time. Contact the appropriate department for current procedures.*)
  - 6) New sidewalks should incorporate upgraded paving materials, such as granite or brick pavers, to reflect the importance of Figueroa Street as a pedestrian linkage between the District and the surrounding Downtown area.
  - 7) The design of upgraded sidewalks should relate to the building and site design, as well as to any already existing enhanced sidewalk treatment on the remainder of the block face.

b. Crosswalks:

- 1) Crosswalks will be widened as required by LADOT.
- 2) The existing stamped asphalt crosswalks may be replaced with a higher quality, more permanent material, such as stamped concrete or other material approved by the Department of Public Works.

c. Medians:

- 1) Medians may be installed on Figueroa Street only under the following conditions
  - a) the street is re-stripped to provide an equal number of lanes in each direction with the median along the centerline of the street.
  - b) each median segment is at least 100 feet long and at least 10 feet wide.
- 2) Any new medians shall include shrubs and other short plants.
- 3) The ground cover palette should include red varieties of flax (*Phormium 'Rubrum', 'Dark Delight', 'Dusky Chief'*), Yellow Wild Iris (*Dietes Bicolor*), and Blue Oat Grass (*Helictotrichon sempervirens*).

2. **Landscape:**

Street Trees:

- a. North and south of the District on Figueroa Street, double rows of trees shall be planted adjacent to new development, where the combined sidewalk/setback width permits (see *Figure 5*).
- b. Adjacent to existing development, where the combined sidewalk/setback width is less than 23 feet, single rows of trees (see *Figure 6*) shall be planted.
- c. On Figueroa Street north and south of the District, the London Plane 'Bloodgood' (*Platanus acerfolia* 'Bloodgood' - minimum 36" box size) shall be planted.

3. **Street Lighting:**

- a. Pedestrian Lights:  
On Figueroa Street north of the District, the 12' octagonal pole pedestrian lights with teardrop fixture, which is currently installed at bus stops, shall be added between existing roadway lights to achieve the same street lighting pattern as in the District.
- b. Street Light/Street Tree Pattern:  
The pattern illustrated in *Figures 5 or 6* shall be used on Figueroa Street north and south of the District. It will result in a typical spacing between street trees of approximately 20 feet.

C. **Olympic Boulevard and 11<sup>th</sup> Street**

Olympic Boulevard and 11<sup>th</sup> Street are important east-west downtown streets, identified by the Downtown Strategic Plan (DSP) as "Avenidas". According to the DSP, these streets are to be "improved with planting, paving, lighting, signage and furnishing" to create pedestrian friendly corridors that link the various downtown districts and future civic open space, becoming over time "the most prominent civic streets of Downtown". With large, regularly spaced canopy trees, these streets will be somewhat less grand in scale and stature than Figueroa Street. A wide sidewalk will provide pedestrians with a comfortable distance from moving vehicles. 11<sup>th</sup> street between Figueroa Street and Georgia Street will be designed for temporary closure to traffic to allow its use as a gathering place for public activities and special events, and is described in greater detail under the 11<sup>th</sup> Street Pedestrian Area.

1. **Infrastructure:**

Sidewalks:

- a. Along Olympic Boulevard and 11<sup>th</sup> Street between Figueroa Street and Georgia Street, sidewalks shall be a minimum of 15 feet wide with an 8-foot wide private setback on the adjacent property.
- b. The sidewalk and setback shall appear and function as a single integrated space, even though ownership is partly public and partly private.
- c. The property line may be demarked by a score line, saw cut or other element integral to the sidewalk design and is approved in conjunction with the final sidewalk design.
- d. Three distinct use zones shall be provided on the sidewalk as illustrated in the cross section in **Figure 7** and described for Figueroa Street.
- e. On the remainder of Olympic Boulevard and 11<sup>th</sup> Street, minimum 15-foot wide sidewalks within the public right-of-way shall be provided.
- f. All existing sidewalk paving shall be replaced with new sidewalk paving as specified in Section 7 or an approved alternate.

2. **Landscape:**

Street Trees:

- a. On the sidewalks that are a minimum of 15 feet wide with an 8-foot wide private setback, street trees shall be planted in double rows in parallel (not staggered) according to the approved street light/street tree spacing pattern, resulting in a spacing between trees of approximately 20 feet on Olympic and 23 feet on 11<sup>th</sup> Street.
- b. For each pair of trees, the tree along the edge of the street is in the public right-of-way and the other tree is located within the private setback.
- c. The centerline of the tree trunks in the private setback row shall be a minimum of 7 feet from the adjacent building face.
- d. On the other sidewalks that are a minimum of 15-foot wide, a single row of trees shall be planted at the same spacing.

- e. The approved street tree species along Olympic Boulevard are London Plane 'Columbia' (*Platanus acerifolia* 'Columbia' - minimum 36" box size) from Figueroa Street to the Harbor Freeway and Southern Magnolia (*Magnolia grandiflora* - minimum 36" box size) from Figueroa Street east to Flower Street.
- f. The approved street tree species along 11<sup>th</sup> Street is Chinese Flame (*Koelreuteria bipinnata* - minimum 36" box size). On the south side of 11<sup>th</sup> Street directly in front of STAPLES Center, Mexican Fan Palms are alternated with the Chinese Flame trees.

3. **Street Lighting:**

- a. Roadway and Pedestrian Lights:
  - 1) The south side of Olympic Boulevard between Figueroa Street and Cherry Street shall consist of refurbished Olympic Specials (UM 40314) with 250 W metal halide luminaries, spaced 90 to 100 feet on center. The cobrahead fixtures shall be replaced with an "acorn" style fixture to restore this lighting to its original look. The pedestrian lights shall be centered between them with two trees between each set of roadway and pedestrian lights.
  - 2) On 11<sup>th</sup> Street, except along the south side between Figueroa Street and Cherry Street, the street lighting pattern established on the north side of 11<sup>th</sup> Street between Figueroa Street and Cherry Street shall be continued. That street lighting, which was installed in 1999, consists of 400W metal halide luminaries on 30-foot tall steel fluted electroliers, spaced 110 to 120 feet on center. At the corners, pedestrian lights are centered between them with two trees between each set of roadway and pedestrian lights.
  - 3) On the south side of 11<sup>th</sup> Street adjacent to STAPLES Center and the Convention Center, maintain the existing street lighting, which was developed in concert with Convention Center lighting.
- b. Street Light/Street Pattern Pattern:
  - 1) The pattern illustrated in **Figure 5** shall be used where minimum 15-foot wide sidewalks plus 8-foot private setbacks

- are required.
- 2) The pattern in **Figure 6** shall be used where minimum 15-foot wide sidewalks are required.
- 3) These patterns will result in a typical spacing between street trees of approximately 20 feet on Olympic Boulevard and 23 feet on 11<sup>th</sup> Street.

4. **Public Signage:**

Gateway Markers/District Identification

Monuments:

- a. District identification monuments may be provided at intersections along these streets.
- b. District identification sign design is not further specified herein, but shall adhere to the Sign regulations and Guidelines in the LASED Specific Plan.

D. **Flower Street**

Flower Street operates as a major north-south vehicular arterial (south bound only). The Metro Blue Line runs along a portion of Flower Street between Wilshire Boulevard and Washington Boulevard. A Blue Line station serving South Park and the Sports and Entertainment District is located on Flower Street north of Pico Boulevard. Flower Street also defines the eastern boundary of the Sports and Entertainment District, and marks the transition from the commercial activity along Figueroa Street to the South Park residential district. For these reasons, the design will emphasize a pedestrian friendly atmosphere. Sidewalks will be sufficiently wide for comfortable pedestrian movement.

1. **Infrastructure:**

Sidewalks:

- a. Maximum 15' wide sidewalks shall be provided along Flower Street.
- b. All existing sidewalk paving shall be replaced with new sidewalk paving as specified in Section 7 or an approved alternate.

2. **Landscape:**

Street Trees:

The existing Indian Laurel trees (*Ficus macrophylla* 'Green Gem') established by the CRA for the entire length of Flower Street in Downtown shall be maintained and infilled as needed to meet the required street light/street tree pattern, with a tree-to-tree spacing of 28'.

3. **Street Lighting:**

- a. Roadway Lights:  
Ornamental UM 1906 street lights (either refurbished or replicas) shall be installed between existing roadway (cobra) lights on Flower Street.
- b. Street Light/Street Tree Pattern:  
The pattern illustrated in **Figure 6** shall be used.

4. **Public Signage:**

District Identification Monuments:

- a. District monuments may be provided at intersections along this street.
- b. District identification design is not further specified herein, but shall meet Sign Regulations and Guidelines described in the LASED Specific Plan.

E. **12<sup>th</sup>, Georgia, and Francisco Streets**

12<sup>th</sup> Street, Georgia Street, and Francisco Street are important pedestrian links to the surrounding areas. Their design will be pedestrian friendly, with canopy trees and pedestrian lighting. Sidewalks will be sufficiently wide for comfortable pedestrian movement. Francisco Street is located outside the Streetscape Plan Area. However, because it is an important future connection to the Financial District to the north, streetscape improvement specifications are included.

1. **Infrastructure:**

Sidewalks:

- a. Minimum 15-foot wide sidewalks within the public right-of-way shall be provided on the local collector streets.
- b. All existing sidewalk paving shall be replaced with new sidewalk paving, as specified in Section 7 or an approved alternate.

2. **Landscape:**

Street Trees:

The approved street tree species are as follows:

- a. 12<sup>th</sup> Street - Ipe (*Tabebuia impetiginosa* - minimum 36" box size)

- b. Georgia Street - Mexican Sycamore (*Platanus Mexicana* – minimum 36" box size)
- c. Francisco Street - Species to match that selected for Francisco Street north of 9<sup>th</sup> St.

3. **Street Lighting:**

- a. Roadway and Pedestrian Lights:
  - 1) The existing alternating roadway light pattern shall be replaced with an opposite pattern that adheres to the approved pattern for other streets in the District, that is, roadway lights spaced 90 to 110 feet apart with pedestrian lights centered between them, and with roadway lights aligned with one another on both sides of the street. (This change is subject to complying with City adopted IES standards for the safety of vehicular and pedestrian safety.)
  - 2) The existing roadway lights shall be used and shall be supplemented with matching refurbished roadway lights.
  - 3) The post top pedestrian lights on 12' octagonal poles shall be installed between the roadway lights according to the approved pattern.
- b. Street Light/Street Tree Pattern:  
The pattern illustrated in *Figure 6* shall be used.

4. **Public Signage:**  
District Identification Monuments:

- a. District identification monuments may be provided at intersections along these streets.
- b. District identification design is not further specified herein, but shall meet the Sign Regulations and Guidelines described in the LASED Specific Plan.

F. **Cherry Street**

Cherry Street is primarily devoted to providing access to service and parking. Narrower sidewalks are permitted, as well as an informal planting scheme.

1. **Infrastructure:**

Sidewalks:

- a. Minimum 12-foot wide sidewalks along Cherry Street.
- b. All existing sidewalk paving shall be replaced with new paving as specified in Section 7 or approved alternate.

2. **Landscape:**

Street Trees:

- a. The approved street tree for Cherry Street is Brisbane Box (*Tristania conferta* - 24" box).
- b. A single row of street trees shall be planted, according to the approved street light/street tree spacing pattern in **Figure 6**, resulting in a spacing between trees of approximately 20 to 23 feet.

3. **Street Lighting:**

Roadway Lights:

Pedestrian lights are not required along Cherry Street. Roadway lighting to be determined by the Bureau of Street Lighting.

G. **11<sup>th</sup> Street Pedestrian Area**

11<sup>th</sup> Street between Georgia Street and Figueroa Street will permit temporary off-peak closure to vehicular traffic for special events and safe pedestrian flows between STAPLES Center and the Central Plaza. The design will be differentiated from a standard street, with special emphasis given to paving design, treatment of the curb, and temporary street closure devices.

1. **Infrastructure:**

a. Paving:

- 1) Special paving treatment will differentiate the portion of the street subject to temporary closure.
- 2) The design of this pavement shall be coordinated with the design of the Central Plaza and Star Plaza at STAPLES Center.

b. Removable Bollards, Mountable Curbs and Other Devices:

- 1) Vehicular space will be marked with a mountable curb, removable bollards, and/or similar devices approved by the Department of Transportation for

- pedestrian safety during periods of non-closure of the street.
- 2) Closure of the street to through traffic shall be accomplished with attractive traffic barriers, removable bollards and/or similar devices approved by the Department of Transportation.

2. **Landscape:**

- a. Planters:  
Removable planters shall be permitted within the vehicular way of the 11<sup>th</sup> Street Pedestrian Area.
- b. Street Trees:
  - 1) Street trees shall be required along the sidewalk of the 11<sup>th</sup> Street Pedestrian Area, generally continuing the pattern established by that portion of 11<sup>th</sup> Street not subject to closure.
  - 2) An exception to this pattern will be permitted, however, along the sidewalk in front of the Central Plaza and Star Plaza at STAPLES Center; no street trees shall be required to permit an easier flow of pedestrians across these spaces, and to maintain site lines for large gatherings and celebrations in these contiguous plazas.

3. **Street Lighting:**

Roadway and Pedestrian Lights:

- a. No permanent lighting fixture shall be permitted within the vehicular space of the 11<sup>th</sup> Street Pedestrian Area. (This change is subject to complying with City adopted IES standards for the safety of vehicular and pedestrian safety.)
- b. Temporary lights may be introduced during closure, in conjunction with scheduled activities and events.
- c. Permanent street light fixtures within the sidewalk space shall be provided along the 11<sup>th</sup> Street Pedestrian Area, generally continuing the pattern established by that portion of 11<sup>th</sup> Street not subject to closure.

4. **Public Signage:**

Public Signs:

- a. No permanent sign fixture shall be permitted within the vehicular space of the 11<sup>th</sup> Street Pedestrian Area.
- b. Temporary signage may be introduced during closure in association with scheduled activities and events.

5. **Street Furniture:**

a. Temporary Street Furniture:

- 1) No permanent street furniture shall be permitted within the vehicular space of the 11<sup>th</sup> Street Pedestrian Area.
- 2) Temporary furniture may be introduced during closure, in conjunction with scheduled activities and events.
- 3) Temporary furniture may include tables, chairs, benches, kiosks, vendor booths and carts, planters, etc.
- 4) Removable grandstands and similar facilities shall likewise be permitted.

b. Permanent Street Furniture:

- 1) Street furniture shall be required along the sidewalk of the 11<sup>th</sup> Street Pedestrian Area, generally continuing the pattern established by that portion of 11<sup>th</sup> Street not subject to closure.
- 2) An exception to this pattern will be permitted, however, along the sidewalk in front of the Central Plaza and Star Plaza at STAPLES Center; no street furniture shall be required to permit an easier flow of pedestrians across these spaces.

Section 7.

**STREETSCAPE ELEMENT REQUIREMENTS**

**A. Boundaries<sup>1</sup>**

Minimum Sidewalk Widths by Street

Street	Public Right of Way	Private Setback	Total
<b>Figueroa Street (7<sup>th</sup> Street to Venice Boulevard)</b>			
7 <sup>th</sup> to Olympic	12'	8'	20'
Olympic to Pico	15'	8'	23'
Pico to Venice	12'	8'	20'
<b>Olympic Boulevard</b>			
Flower St. - Figueroa St.	15'	0'	15'
Figueroa St. - Georgia St.	15'	8'	23'
Georgia St. - Cherry St.	15'	0'	15'
<b>11<sup>th</sup> Street</b>			
Flower St. - Figueroa St.	15'	0'	15'
Figueroa St. - Georgia St.	15'	8'	23'
Georgia St. - Cherry St.	15'	0'	15'
<b>Flower Street</b>			
North of 11 <sup>th</sup>	15'	0'	15'
South of 11 <sup>th</sup> (east side)	12'	0'	12'
South of 11 <sup>th</sup> (west side)	15'	0'	15'
<b>12<sup>th</sup> Street</b>			
<b>Georgia Street</b>			
<b>Francisco Street</b>			
<b>Cherry Street</b>			

Additional setbacks may be provided as long as the setback establishes a consistent building street wall along the entire block face.

<sup>1</sup> If the adjacent roadway is narrowed, the portion of sidewalk in the right-of-way will be more than indicated below. For example, if the roadway on 11<sup>th</sup> Street between Figueroa Street and Georgia Street is narrowed by 10 feet and that 10-foot width is added to the sidewalk on the north side of the street, the sidewalk width within the right-of-way at that location will be 25 feet.

These guidelines are based upon those Design Guidelines in Appendix A of the LASED Specific Plan.

**B. Sidewalk Paving Pattern**

The entire Streetscape Plan Area shall incorporate the CRA Edge Band as depicted in the illustration in **Figure 9**. However, the subsequent notes in **Figure 9** shall only apply to the Sports and Entertainment District. In addition, only the LASED Specific Plan shall be subject to the sidewalk paving details described below with the exception of the illustration in **Figure 9**.

Prior to construction of the sidewalks in the District, the developer shall provide samples of all materials to the CRA for approval. Thereafter, the contractor shall finish one sidewalk section that includes one black band at a cobra light, one black band at a tree well and the gray field between (28' to 32' long) for inspection and approval by the City Engineer, Bureau of Contract Administration, CRA and owner prior to installation of the remaining sidewalks.

**1. Materials and Finishes:**

Section	Materials
Edge Band	Granite
Sidewalk	Concrete, granite, limestone. If Concrete, use black sand in lieu of standard beach sand in the mix for 8'-wide bands at tree wells and roadway lights. If granite, use slip resistant black granite for 8'-wide bands at tree wells and roadway lights and gray granite for fields between bands. Granite shall be Solistone HG58 (black) and HG94 (gray) or equal, 24" x 24" pavers with 1/8" joints and grout to match pavers.
Joints	If concrete, joint shall be sawcut 1/8" wide x 1/4" deep. If granite, joint shall be 1/8". The joint between the black band and gray field shall match the black band.

**2. Paving Between Property Line and Building Wall**

On Figueroa Street in the District, Olympic Boulevard and 11<sup>th</sup> Street west of Figueroa, where an 8'-building setback from the property line is required, the paving in that setback shall be a continuation of the sidewalk paving.

If the building is set back more than 8' from the property line on the above-listed streets or is set back from the property line on any other street, the sidewalk paving pattern shall continue to the building wall, unless an alternative paving pattern is approved. It is anticipated that the paving pattern in the building setback will vary from sidewalk paving pattern to demarcate outdoor

dining areas, reinforce corner architectural elements and designate building entries.

3. **Variations in Paving**

If approved by the CRA, paving that is different from the sidewalk paving in the District may extend up to 4' from the property line onto the sidewalk at building entries for a width of up to 8'. In some cases, as approved by the CRA, paving that differs from the sidewalk paving may extend up to 4' from the property line onto the sidewalk in other locations, for example, to accentuate key architectural elements.

C. **Street Lights**

**Roadway Lights**

Element	Requirement
Electrolier	Existing to be refurbished consistent with 1999 refurbishing adjacent to temporary surface parking.
Luminaire	Existing
Lamp	To be relamped with metal halide (MH) lamps consistent with 1999 relamping
Color	Spring Street Green

**Pedestrian Lights**

Element	Requirement
Electrolier	ELA 8 sided pole with Type II pullbox 70W MH
Luminaire	12' Octagonal Pole with Post Top Fixture
Lamp	70W MH (3,000 KV to provide warm yellow rather than blue tone)
Color	Spring Street Green

**D. Street Trees**

**Street Trees by Street**

Street	Botanical Name	Common Name	Size
<b>Figueroa Street</b>	<i>Platanus mexicana</i>	Mexican Sycamore	36" box
Optional - alternate with	<i>Washingtonia robusta</i>	Mexican Fan Palm	30" trunk
<b>Olympic Boulevard</b>			
West of Figueroa Street	<i>Platanus mexicana</i>	Mexican Sycamore	36" box
East of Figueroa Street	<i>Magnolia grandiflora</i>	Southern Magnolia	36" box
<b>11<sup>th</sup> Street</b>	<i>Koelreuteria bipinnata</i>	Chinese Flame	36" box
<b>Flower Street</b>	<i>Koelreuteria bipinnata</i>	Chinese Flame	24" box
<b>12<sup>th</sup> Street</b>	<i>Tabebuia impetiginosa</i>	Ipe	36" box
<b>Georgia Street</b>	<i>Platanus mexicana</i>	Mexican Sycamore	36" box
<b>Francisco Street</b>	To match species selected for Francisco St. north of 9 <sup>th</sup> Street.		
<b>Cherry Street</b>	<i>Tristania conferta</i>	Brisbane Box	24" box

**E. Structural Soil Specification and Detail**

Structural soil shall be installed under all sidewalks (both on public right-of-way and the required adjacent setback) for the entire width of the sidewalk and for the length of the sidewalk within 25 feet of any new or relocated street tree.

**F. Clearance of Other Elements from Street Trees**

Following the procedure established for streetscape element spacing for the 1999 street tree planting, street trees and street lights shall be jointly located prior to the siting of any other new elements, such as water meters, gas meters and fire hydrants, within the 4-foot wide edge zone of all sidewalks. Those other elements shall be placed at the required distances from the street trees.

Required clearances from the center line of trees to the edge of other streetscape:

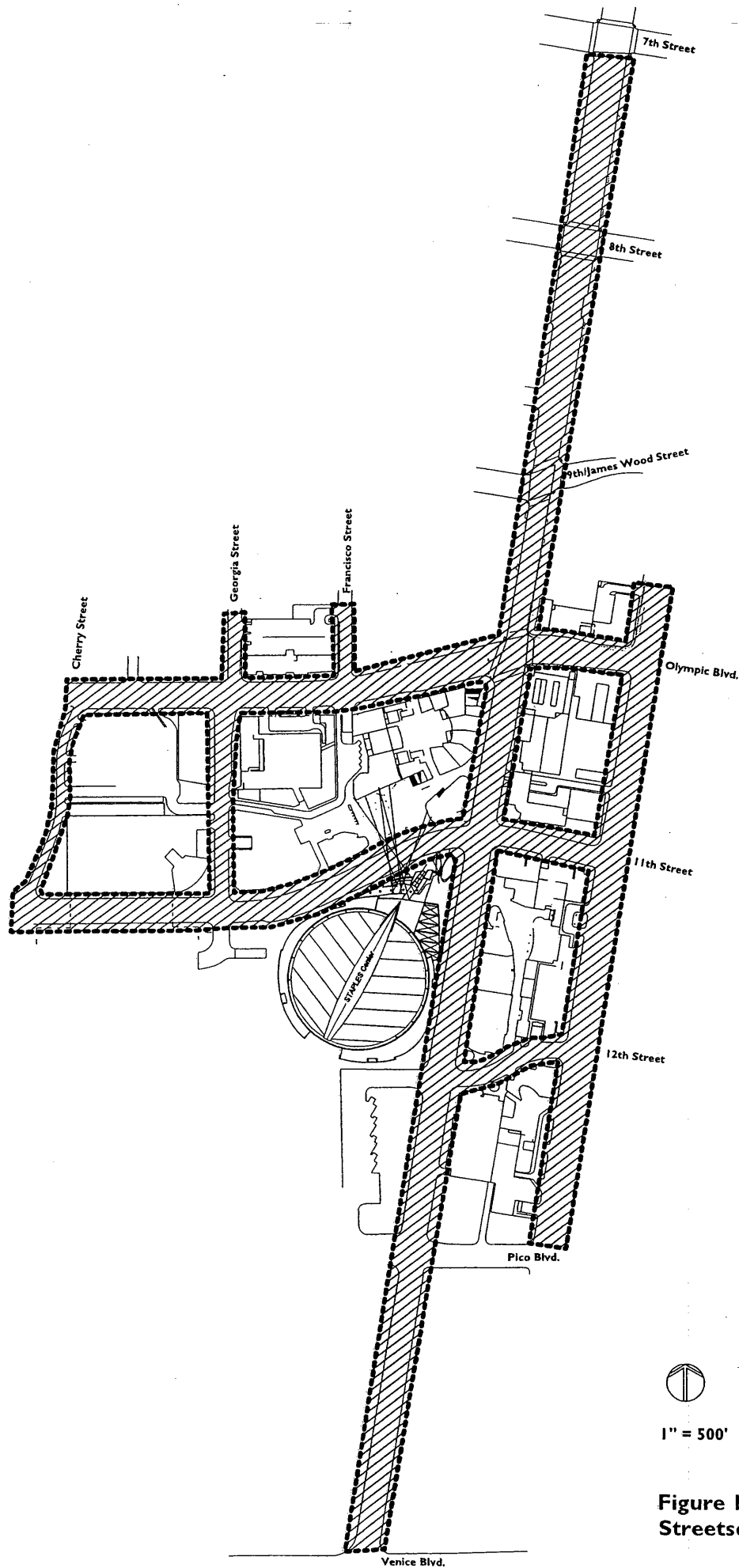
Description	Clearance
Edge of water and gas meters, underground vaults	5 feet
Edge of driveway aprons and crosswalks	5 feet
Centerline of fire hydrants	10 feet
Centerline of street lights	
- Roadway	15 to 20 feet
- Pedestrian	8 to 10 feet
Edge of alley entrances	20 feet
Intersection of curb line tangents as street intersections	45 feet
Edge of railroad tracks/crossings	100 feet

**DEPARTMENT OF CITY PLANNING**

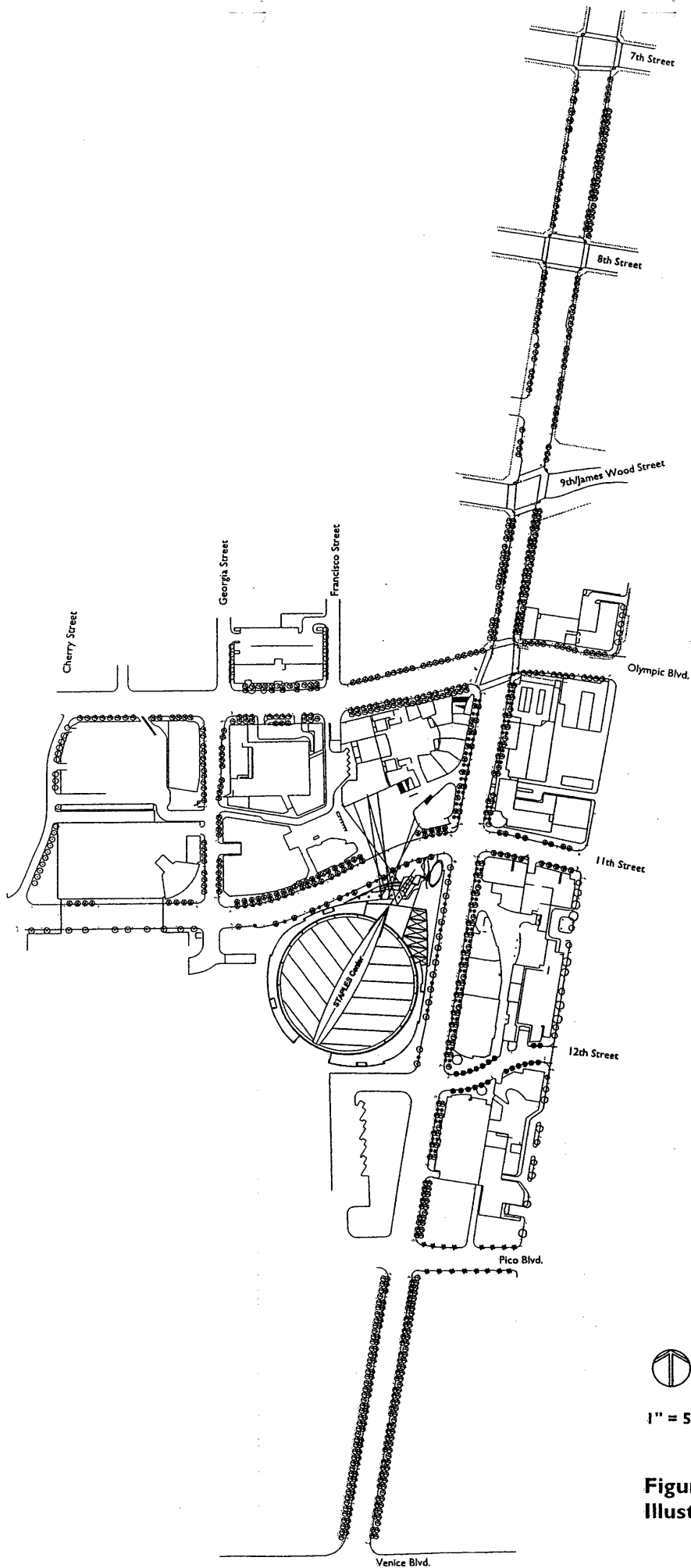
Con Howe, Director of Planning  
Gordon B. Hamilton, Deputy Director  
Robert H. Sutton, Deputy Director

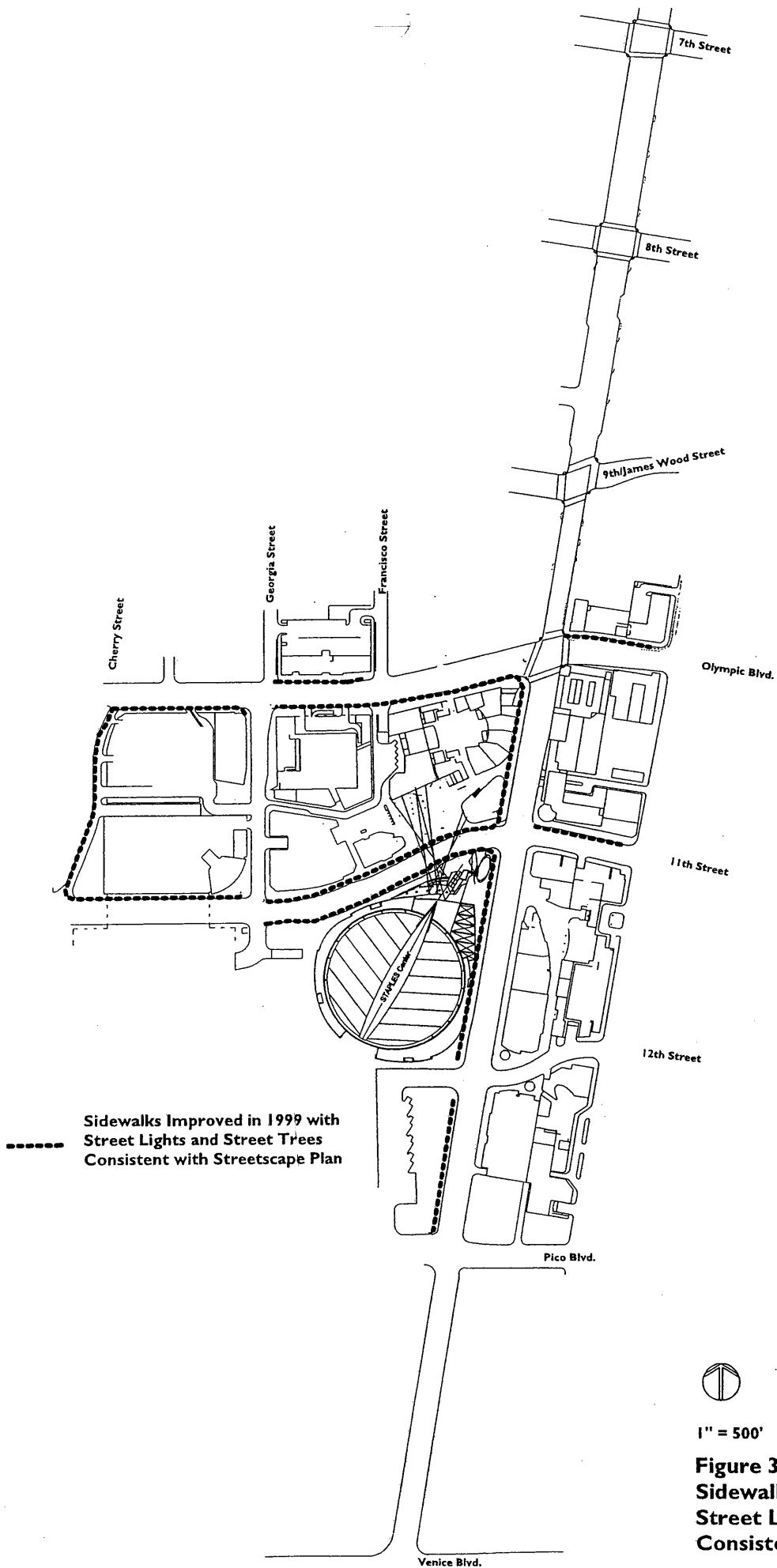
**COMMUNITY PLANNING**

Dav Gay, Principal Planner  
Charlie Rausch, Senior City Planner  
Ron Maben, City Planner  
Megan Hunter, Planning Assistant

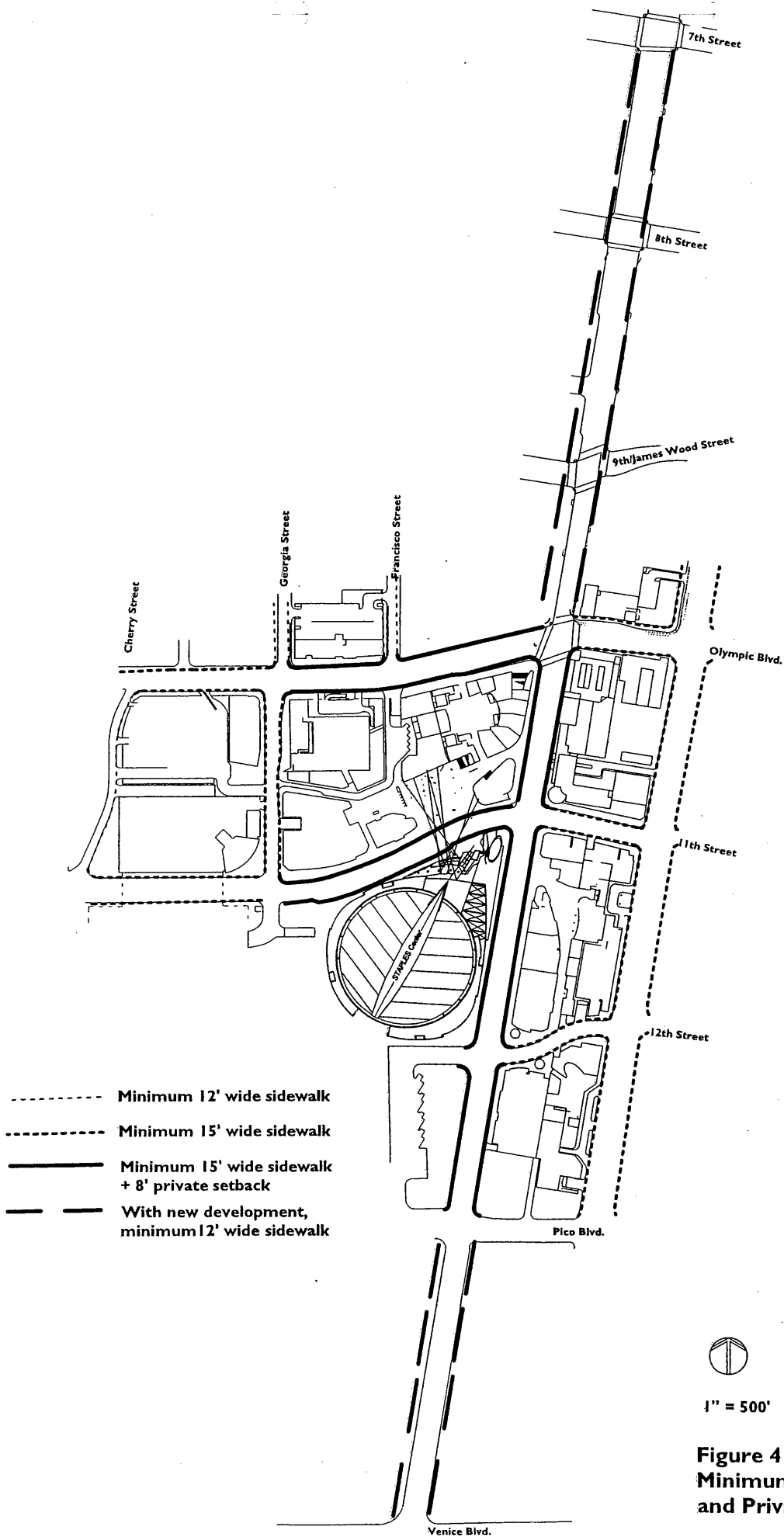


**Figure 1**  
**Streetscape Plan Boundaries**



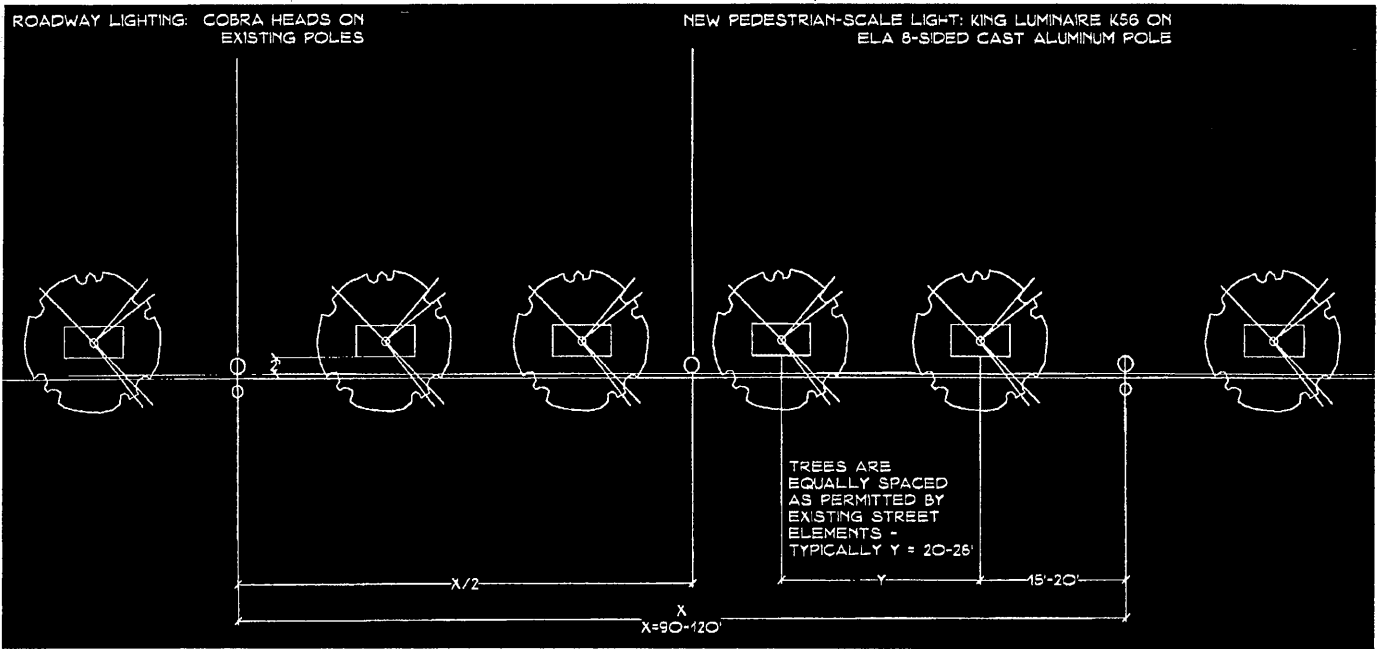


**Figure 3**  
**Sidewalks Improved in 1999 with**  
**Street Lights and Street Trees**  
**Consistent with Streetscape Plan**

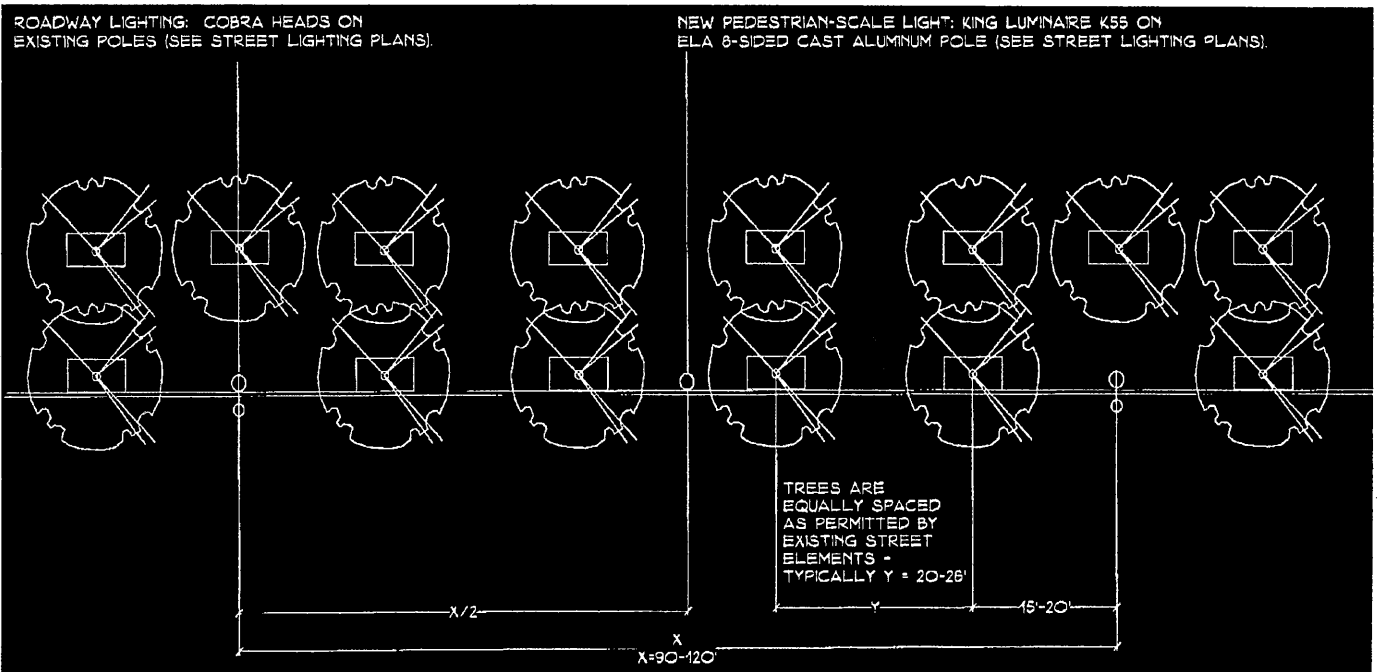


1" = 500'

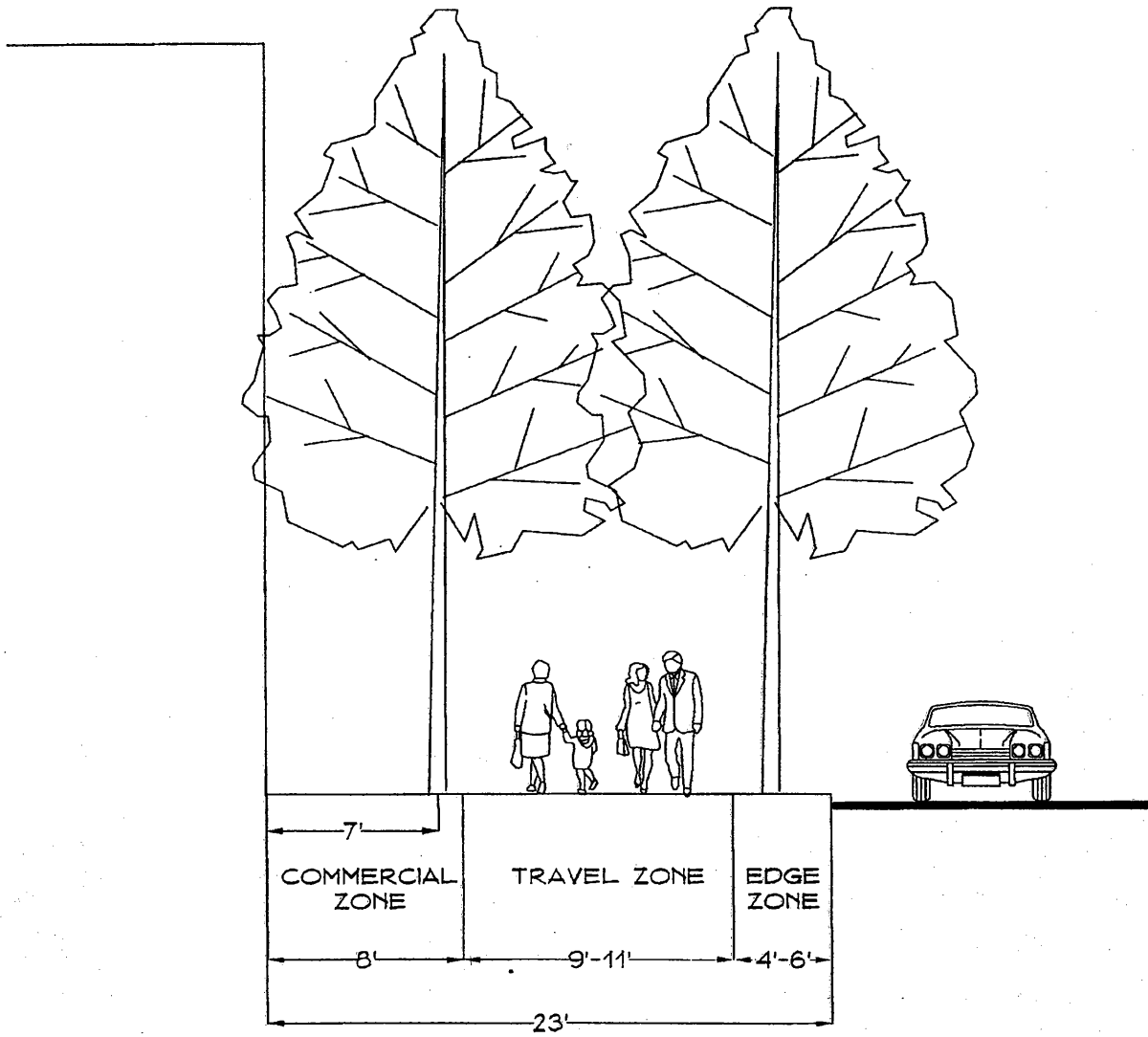
**Figure 4**  
**Minimum Widths of Sidewalks**  
**and Private Setbacks**



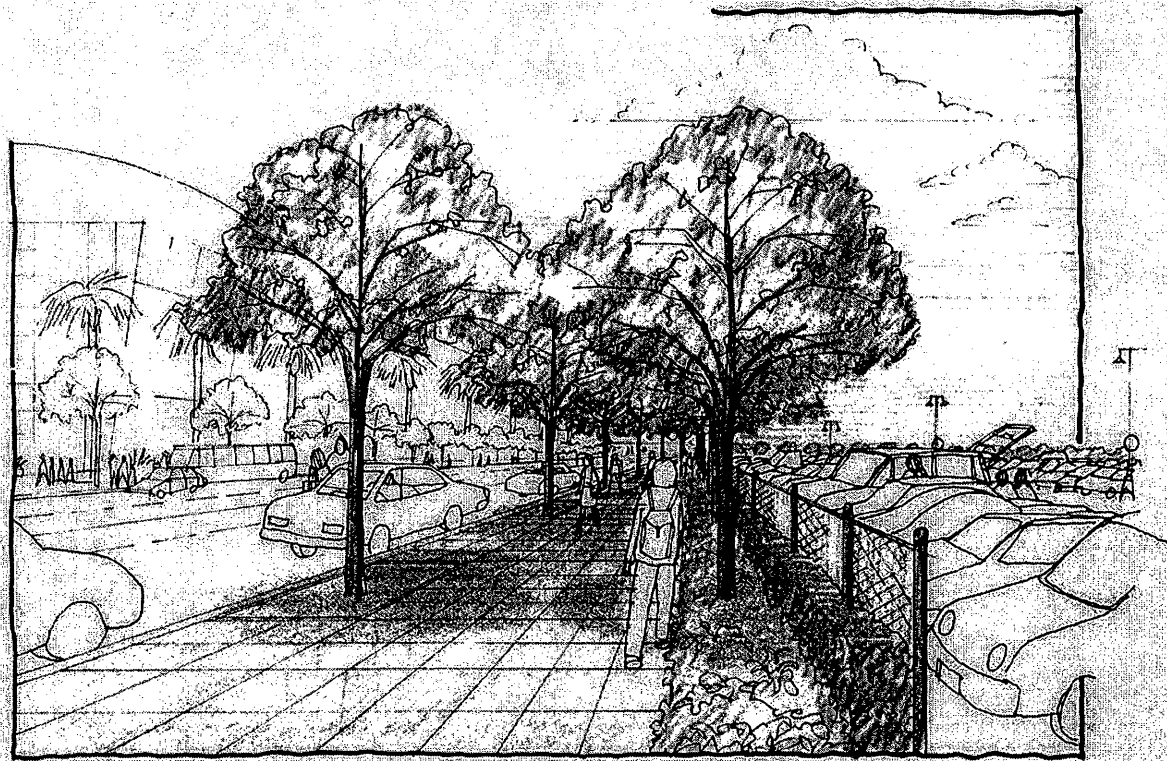
**Figure 5**  
**Street Lighting/Street Tree Pattern - Single Row of Trees**



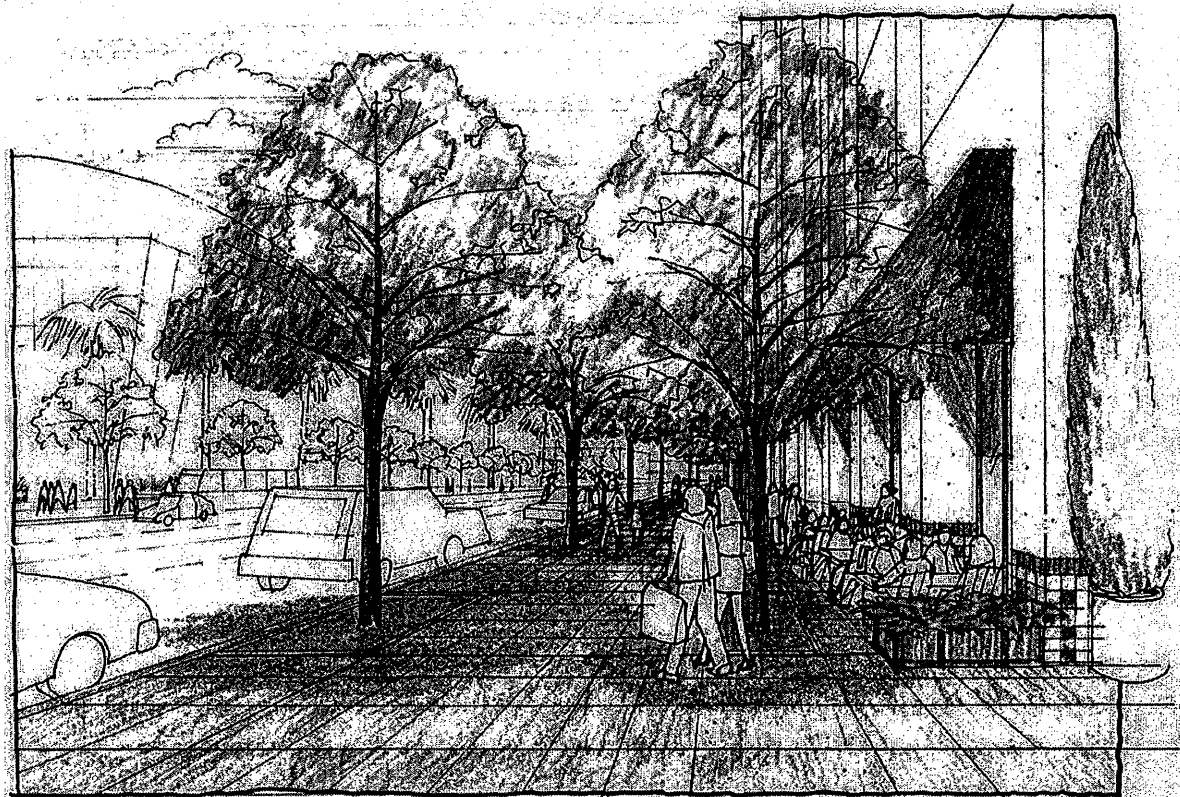
**Figure 6**  
**Street Lighting/Street Tree Pattern - Double Row of Trees**



**Figure 7**  
**Sidewalk Use**  
*(Example of how to Divide the Sidewalk Area)*



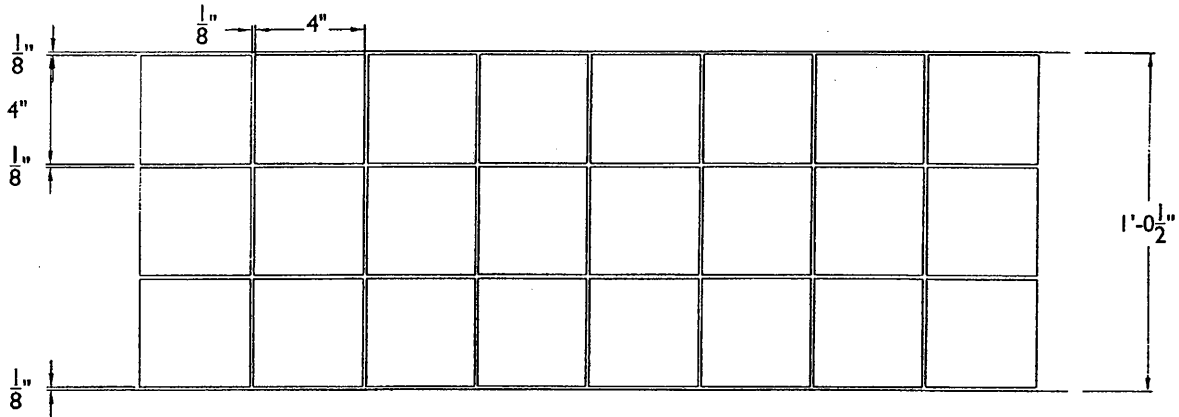
**Figure 8**  
**Existing Double Row of Trees**



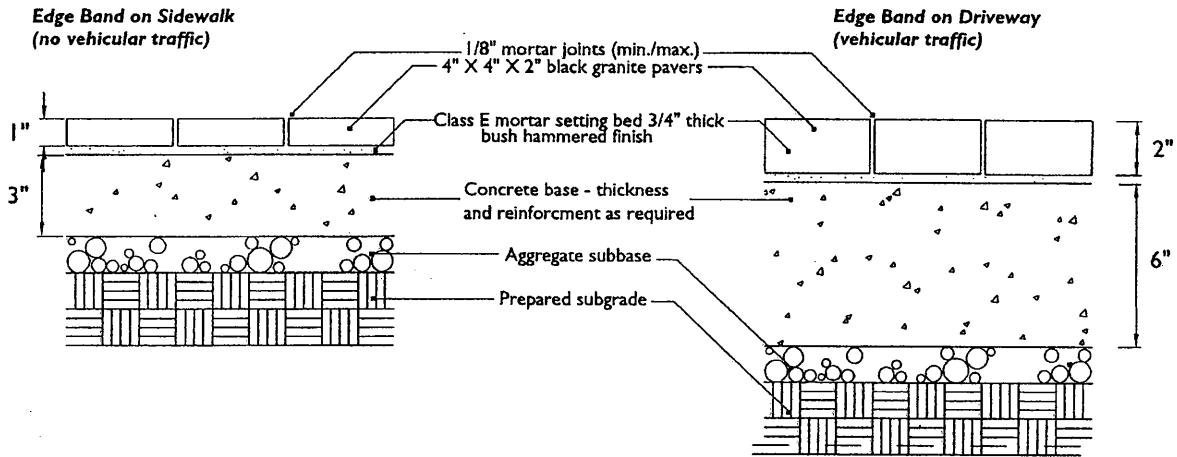
**Figure 8**  
**Future Development Double Row of Trees**

**Figure 9**  
**SIDEWALK EDGE BAND DETAIL**

**Plan View 2" = 1'-0"**



**Section 2" = 1'-0"**

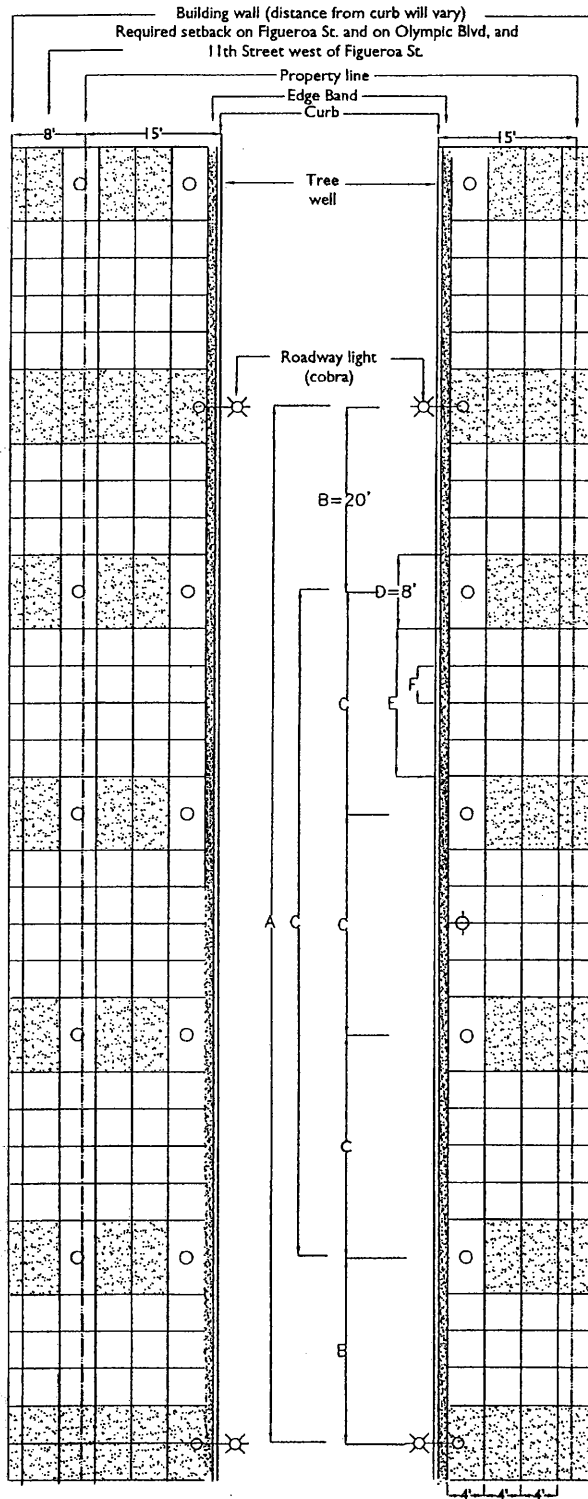


**Edge Band Construction Notes**

1. Edge band shall be granite as specified below, unless an alternative material is approved by CRALA and the City Engineer.
2. Granite paver is Solistone (323-931-0444) black granite HG58, 4" x 4", smooth cut edges, bush hammered finish to meet ADA requirements for non-slip surfaces or equal. Thickness shall be min. 1" for sidewalks and 2" for driveway aprons or other areas that will be subject to vehicular traffic. Concrete thickness shall be as required by City Engineer.
3. Submit paver sample to the CRALA and the City Engineer for approval prior to installation.
4. Contractor shall finish one edge band section 4' long for inspection and approval by the City Engineer, CRALA and Owner prior to installation of remaining pavers.
5. Mortar for paver setting bed shall be one part portland cement and four parts damp sand by volume; addition of hydrate lime is permissible in a quantity not exceeding 10% of the cement content.
6. Grout shall be a sand and cement mix (a ratio of 2-1/2 parts fine silica sand and 1 part portland cement is typically used). Grout color shall match paver. Submit grout color sample to CRALA and Owner prior to installation.

**Figure 10**

**SIDEWALK PAVING PATTERN LAYOUT**



- A = Roadway light spacing of 90' - 120'
- B = required spacing of street trees from roadway lights, that is, 20'
- C = spacing between street trees (20' to 26'-8"):  
 If roadway lights are 90' to 99' apart, then  $C = A - (2 \times B \text{ or } 40')/2$   
 If roadway lights are 100' - 120' apart, then  $C = A - (2 \times B \text{ or } 40')/3$
- D = Tree well length of 8'
- E = Space between edges of tree wells, typically 12' to 18'-8"
- F = Sawcut or paving module consisting of equal divisions of dimension E, ranging from 3'-6" to 4' 6"

ILLUSTRATIVE STREETSCAPE LAYOUT

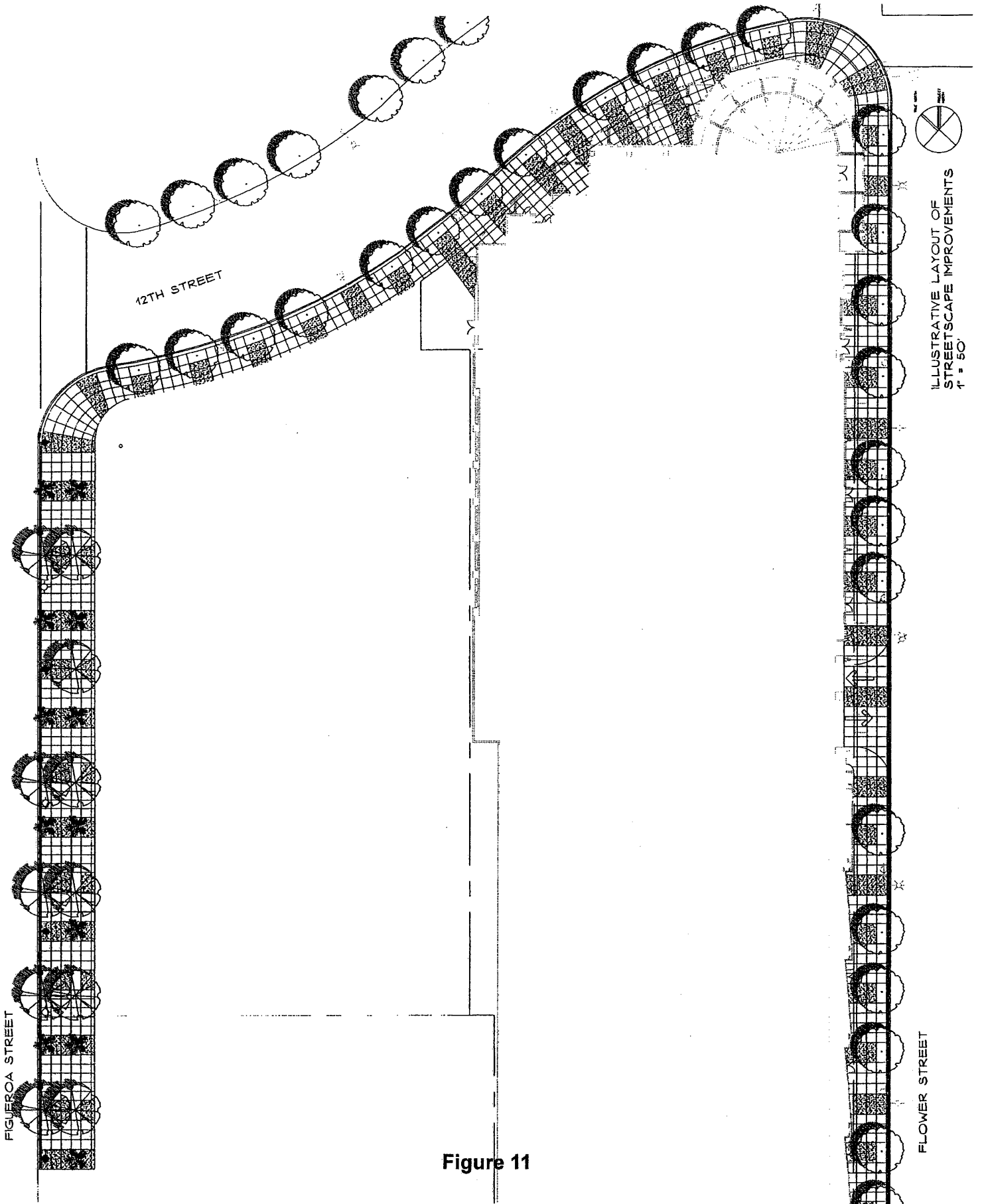
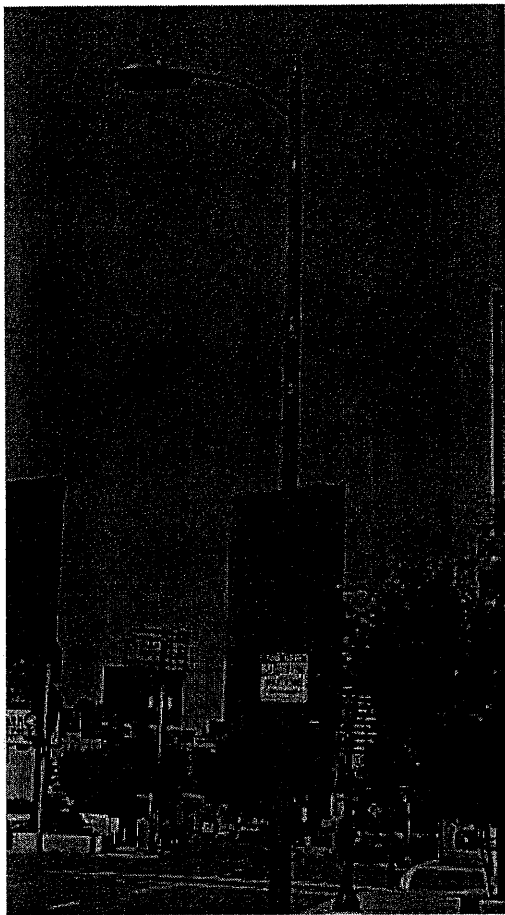


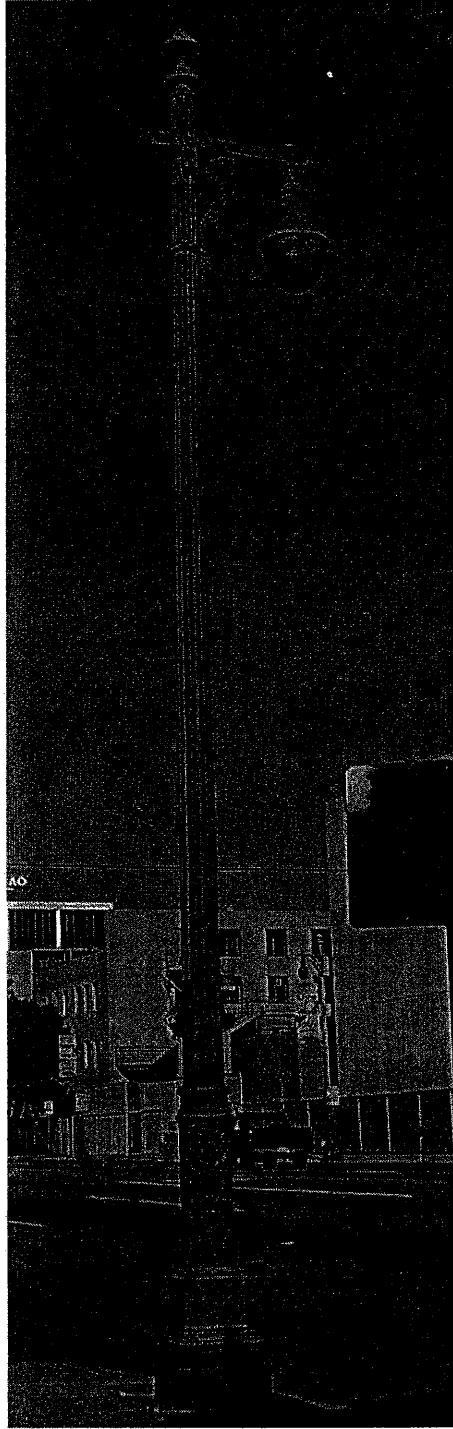
Figure 11



**Olympic Special Detail**

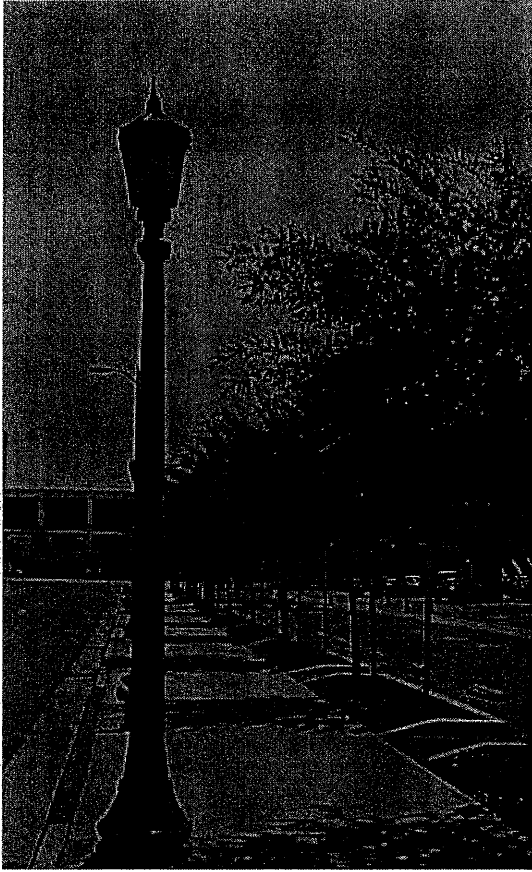


**30' Electrolier with Steel Fluted Pole**

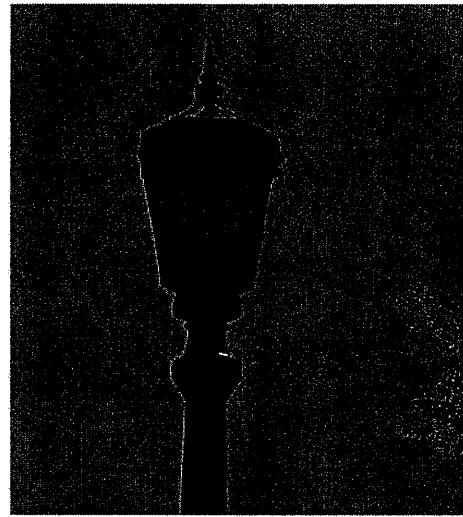


**Olympic Special**

**Figure 12. Photo of Roadway Lighting**



**12' Octagonal Pole With Post Top  
Fixture**



**Detail of Post Top Fixture**

**Figure 13. Photo of Pedestrian Lighting**

# **Exhibit B-2**

## **Part 6 of 8**

Proposed Amendment to Development Agreement  
Attachment 4 – Community Benefits Program  
Unchanged

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

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## COMMUNITY BENEFITS PROGRAM

### I. PURPOSE

The purpose of this Community Benefits Program for the Los Angeles Sports and Entertainment District Project is to provide for a coordinated effort between the Coalition and the Developer to maximize the benefits of the Project to the Figueroa Corridor community. This Community Benefits Program is agreed to by the Parties in connection with, and as a result of, the Cooperation Agreement to which it is attached. This Community Benefits Program will provide publicly accessible park space, open space, and recreational facilities; target employment opportunities to residents in the vicinity of the Figueroa Corridor; provide permanent affordable housing; provide basic services needed by the Figueroa Corridor community; and address issues of traffic, parking, and public safety.

### II. DEFINITIONS

As used in this Community Benefits Program, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form. Any capitalized terms not specifically defined in this Attachment A shall have the meanings as set forth in the Settlement Agreement.

"Agency" shall mean the Community Redevelopment Agency of the City of Los Angeles.

"City" shall mean the City of Los Angeles.

"Coalition" shall have the meaning set forth in the Cooperation Agreement.

"Contractor" shall mean a prime contractor, a subcontractor, or any other business entering into a contract with the Developer related to the use, maintenance, or operation of the Project or part thereof. The term Contractor shall not include Tenants.

"Cooperation Agreement" shall mean the Cooperation Agreement entered into between the Developer and the Coalition on May 29, 2001.

"Developer" shall mean the corporations entitled the L.A. Arena Land Company and Flower Holdings, LLC.

"Needs Assessment" shall have the meaning set forth in Section III.C.1.

"Project" shall have the meaning set forth in the Cooperation Agreement.

"Tenant" shall mean a person or entity that conducts any portion of its

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operations within the Project, such as a tenant leasing commercial space within the Project, or an entity that has acquired a fee simple interest from the Developer for the purpose of developing a portion of the Project. "Tenant" does not include Contractors and agents of the Developer. Tenant shall exclude any tenant of a residential dwelling unit, any guest or other client of any hotel and any governmental entity.

**III. PARKS AND RECREATION**

**A. PURPOSE.** The purpose of this Section is to help address the deficit of park space in the Figueroa Corridor community. The Figueroa Corridor contains less than a quarter of the park space acreage required by the City. The park construction efforts under this Section will help address this deficit, providing a measurable and lasting benefit to the Figueroa Corridor community.

**B. QUIMBY FEES.** Developer agrees to pay all fees required by the Los Angeles Municipal Code, Chapter I, Article 7, Section 17.12, "park and recreation site acquisition and development provisions," subject to offsetting credits as allowed by that section and/or state law and approved by the city. The Coalition shall support Developer's application for Quimby credit under this section, provided that Developer's applications for credits are based on publicly accessible space and facilities.

**C. PARKS AND OPEN SPACE NEEDS ASSESSMENT:**

**1. Needs Assessment.** The Developer will fund an assessment of the need for parks, open space, and recreational facilities in the area bounded by the following streets: Beverly Boulevard and the 101 freeway (north boundary); Western Avenue (west boundary); Vernon Avenue (south boundary); and Alameda Street (east boundary). Developer will commence fulfillment of its responsibilities under this section III.C within 90 days after enactment by the Los Angeles City Council of a development agreement ordinance for the Project.

**2. Funding.** Developer will fund the Needs Assessment in an amount between \$50,000 and \$75,000, unless the Coalition consents to the Developer funding the Needs Assessment in an amount less than \$50,000.

**3. Selection of organization conducting needs assessment.** The Needs Assessment will be conducted by a qualified organization agreed upon by both the Developer and the Coalition, and paid an amount consistent with Section III.C.2, above. The Developer and the Coalition may enlist other mutually agreed upon organizations to assist in conducting the Needs Assessment.

**D. PARK AND RECREATION FACILITY CREATION BY DEVELOPER.**

**1. Park and recreation facility creation.** Following the completion of the needs assessment, the Developer shall fund or cause to be privately funded at least

one million dollars (\$1,000,000) for the creation or improvement of one or more parks and recreation facilities, including but not limited to land acquisition, park design, and construction, within a one-mile radius of the Project, in a manner consistent with the results of the Needs Assessment. By mutual agreement of the Coalition and the Developer, this one-mile radius may be increased. Each park or recreation facility created pursuant to this agreement shall be open to the public and free of charge. Developer shall have no responsibility for operation or maintenance of any park and recreation facility created or improved pursuant to this agreement. Developer after consultation with the Coalition shall select the location of park and recreation facilities to be created or improved. Park and recreation facilities shall be created or improved in a manner such that a responsible entity shall own, operate, and maintain such facilities. Each park created or improved pursuant to this agreement shall include active recreation components such as playgrounds and playing fields, and shall also include permanent improvements and features recommended by the Needs Assessment, such as restroom facilities, drinking fountains, park benches, patio structures, barbecue facilities, and picnic tables. Recreation facilities created pursuant to this Section should to the extent appropriate provide opportunities for physical recreation appropriate for all ages and physical ability levels.

2. **Timeline.** The park and recreation facilities created or improved pursuant to this agreement shall be completed within five years of completion of the Needs Assessment. At least \$800,000 of the funds described in Section III.D.1, above, shall be spent within four years of completion of the Needs Assessment.

#### **E. OPEN SPACE COMPONENTS OF DEVELOPMENT**

1. **Street-level plaza.** The Project will include a street-level plaza of approximately one-acre in size and open to the public.

2. **Other public spaces.** The Project will include several publicly-accessible open spaces, such as plazas, pascos, walkways, terraces, and lawns.

#### **IV. COMMUNITY PROTECTION**

**A. PARKING PROGRAM.** The Developer shall assist the Coalition with the establishment of a residential permit parking program as set forth below.

1. **Permit Area.** The area initially designated as part of the Parking Program is generally bounded by James Wood Drive on the north, Byram and Georgia Streets on the west, Olympic Boulevard on the south and Francisco on the east. The permit area may be adjusted from time to time by mutual agreement of the Developer and the Coalition or upon action by the City determining the actual boundaries of a residential parking district in the vicinity of the Project.

2. **Developer Support.** The Developer shall support the Coalition's efforts to establish the parking program in the permit area by requesting the City to establish a residential permit parking district through a letter to City Council members and City staff, testimony before the City Council or appropriate Boards of Commissioners, and through technical assistance which reasonably may be provided by Developer's consultants.

To defray the parking program's costs to residents of the permit area, the Developer shall provide funding of up to \$25,000 per year for five years toward the cost of developing and implementing the parking program within the permit area. Such funding shall be provided to the City.

3. **Limitations.** The Coalition understands, acknowledges and hereby agrees that the City's determination of whether to establish a residential permit parking district and the boundaries thereof are within the City's sole discretion. The Developer is not liable for any action or inaction on the part of the City as to establishment of a residential permit parking district or for the boundaries thereof. The Coalition understands, acknowledges and hereby agrees that the total annual aggregate cost of a residential permit parking district may exceed \$25,000 per year and that in such event, the Developer shall have no liability for any amounts in excess of \$25,000 per year for five years.

B. **TRAFFIC.** The Developer in consultation with the Coalition shall establish a traffic liaison to assist the Figueroa Corridor community with traffic issues related to the Project.

C. **SECURITY.** The Developer shall encourage the South Park Western Gateway Business Improvement District to address issues of trash disposal and community safety in the residential areas surrounding the Project. The Developer shall request the BID to provide additional trash receptacles in the vicinity of the Project, including receptacles located in nearby residential areas.

## V. LIVING WAGE PROGRAM

### A. DEVELOPER RESPONSIBILITIES REGARDING LIVING WAGES.

1. **Compliance With Living Wage Ordinance.** The Developer, Tenants, and Contractors shall comply with the City's Living Wage Ordinance, set forth in the Los Angeles Administrative Code, Section 10.37, to the extent such ordinance is applicable.

2. **Seventy Percent Living Wage Goal.** The Developer shall make all reasonable efforts to maximize the number of living wage jobs in the Project. The Developer and the Coalition agree to a Living Wage Goal of maintaining 70% of the jobs in the Project as living wage jobs. The Developer and the Coalition agree

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that this is a reasonable goal in light of all of the circumstances. Achievement of the Living Wage Goal shall be measured five years and ten years from the date of this Agreement. In the event that actual performance is less than 80% of the goal for two consecutive years, Developer shall meet and confer with the Coalition at the end of such two year period to determine mutually agreeable additional steps which can and will be taken to meet the Living Wage Goal.

3. **Achievement of Living Wage Goal.** For purposes of determining the percentage of living wage jobs in the Project, the following jobs shall be considered living wage jobs:

jobs covered by the City's Living Wage Ordinance;

jobs for which the employee is paid on a salaried basis at least \$16,057.60 per year if the employee is provided with employer-sponsored health insurance, or \$18,657.60 per year otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City's Living Wage Ordinance);

jobs for which the employee is paid at least \$7.72 per hour if the worker is provided with employer-sponsored health insurance, or \$8.97 per hour otherwise (these amounts will be adjusted in concert with cost-of-living adjustments to wages required under the City's Living Wage Ordinance); and

jobs covered by a collective bargaining agreement.

The percentage of living wage jobs in the Project will be calculated as the number of on-site jobs falling into any of the above four categories, divided by the total number of on-site jobs. The resulting number will be compared to the Living Wage Goal to determine whether the Living Wage Goal has been achieved.

4. **Developer Compliance If Goal Not Met.** Whether or not the Living Wage Goal is being met at the five- and ten-year points, the Developer shall be considered to be in compliance with this Section if it is in compliance with the remaining provisions of this Section.

5. **Reporting Requirements.** The Developer will provide an annual report to the City Council's Community and Economic Development Committee on the percentage of jobs in the Project that are living wage jobs. The report will contain project-wide data as well as data regarding each employer in the Project. Data regarding particular employers will not include precise salaries; rather, such data

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will only include the number of jobs and the percentage of these jobs that are living wage jobs, as defined in Section V.A.3, above. If the report indicates that the Living Wage Goal is not being met, the Developer will include as part of the report a discussion of the reasons why that is the case. In compiling this report, Developer shall be entitled to rely on information provided by Tenants and Contractors, without responsibility to perform independent investigation. This report shall be filed for any given year or partial year by April 30th of the succeeding year.

**6. Selection of Tenants.**

**a. Developer Notifies Coalition Before Selecting Tenants.** At least 45 days before signing any lease agreement or other contract for space within the Project, the Developer shall notify the Coalition that the Developer is considering entering into such lease or contract, shall notify the Coalition of the identity of the prospective Tenant, and shall, if the Coalition so requests, meet with the Coalition regarding the prospective Tenant's impact on the 70% living wage goal. If exigent circumstances so require, notice may be given less than 45 days prior to signing such a lease agreement or other contract; however, in such cases the Developer shall at the earliest possible date give the Coalition notice of the identity of the prospective Tenant, and, if the Coalition requests a meeting, the meeting shall occur on the earliest possible date and shall in any event occur prior to the signing of the lease agreement or other contract.

**b. Coalition Meeting with Prospective Tenants.** At least 30 days before signing a lease agreement or other contract for space within the Proposed Development, the Developer will arrange and attend a meeting between the Coalition and the prospective Tenant, if the Coalition so requests. At such a meeting, the Coalition and the Developer will discuss with the prospective Tenant the Living Wage Incentive Program and the Health Insurance Trust Fund, and will assist the Coalition in encouraging participation in these programs. If exigent circumstances so require, such a meeting may occur less than 30 days prior to the signing of a lease agreement; however, in such cases the meeting shall be scheduled to occur on the earliest possible date and shall in any event occur prior to the signing of the lease agreement or other contract. The Developer will not enter into a lease agreement with any prospective Tenant that has not offered to meet with the Coalition and the Developer regarding these issues prior to signing of the lease.

**c. Consideration of Impact on Living Wage Goal.** When choosing between prospective Tenants for a particular space within the Project, the Developer will, within commercially reasonable limits, take into account

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as a substantial factor each prospective Tenant's potential impact on achievement of the Living Wage Goal.

d. **Tenants Agree to Reporting Requirements.** Tenants are not required to participate in the Living Wage Incentive Program or the Health Insurance Trust Fund. However, all Tenants in the Project shall make annual reports as set forth in Section V.B.3, below. The Developer will include these reporting requirements as a material term of all lease agreements or other contracts for space within the Project.

**B. TENANTS' OPPORTUNITIES AND RESPONSIBILITIES.**

1. **Living Wage Incentive Program.** All Tenants will be offered the opportunity to participate in a Living Wage Incentive Program. Tenants are not required to participate in this program, but may choose to participate. Under the Living Wage Incentive Program, Tenants providing living wage jobs may receive various benefits of substantial economic value. The Coalition, the Developer, and the City will collaborate to structure a set of incentives, at no cost to the Developer, to assist the Project in meeting the Living Wage Goal. The Living Wage Incentive Program shall be described in a simple and accessible written format suitable for presentation to prospective Tenants. The Coalition, working collaboratively with the Developer, shall seek funding from governmental and private sources to support the incentives and benefits provided in the Living Wage Incentive Program.

2. **Health Insurance Trust Fund.** All Tenants will be offered the opportunity to participate in the Health Insurance Trust Fund. Tenants are not required to participate in this program, but may choose to participate. The Health Insurance Trust Fund, still being established by the City, will provide Tenants with a low-cost method of providing employees with basic health insurance.

3. **Reporting Requirements.** Each Tenant in the Project must annually report to the Developer its number of on-site jobs, the percentage of these jobs that are living wage jobs, and the percentage of these jobs for which employees are provided health insurance by the Tenant. Tenants need not include precise salaries in such reports; rather, with regard to wages, Tenants need only include the number of jobs and the percentage of these jobs that are living wage jobs, as defined in Section V.A.3, above. Such reports shall be filed for any given year or partial year by January 31st of the succeeding year.

C. **TERM.** All provisions and requirements of this Section shall terminate and become ineffective for each Tenant ten years from the date of that Tenant's first annual report submitted pursuant to Section V.B.3, above.

**VI. LOCAL HIRING AND JOB TRAINING**

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**A. PURPOSE.** The purpose of this Section is to facilitate the customized training and employment of targeted job applicants in the Project. Targeted job applicants include, among others, individuals whose residence or place of employment has been displaced by the STAPLES Center project, low-income individuals living within a three-mile radius of the Project, and individuals living in low-income areas throughout the City. This Section (1) establishes a mechanism whereby targeted job applicants will receive job training in the precise skills requested by employers in the Project, and (2) establishes a non-exclusive system for referral of targeted job applicants to employers in the Project as jobs become available.

**B. CUSTOMIZED JOB TRAINING PROGRAM.** The First Source Referral System, described below, will coordinate job training programs with appropriate community-based job training organizations. Prior to hiring for living wage jobs within the Project, employers may request specialized job training for applicants they intend to hire, tailored to the employers' particular needs, by contacting the First Source Referral System. The First Source Referral System will then work with appropriate community-based job training organizations to ensure that these applicants are provided with the requested training.

**C. FIRST SOURCE HIRING POLICY:** Through the First Source Hiring Policy, attached hereto as attachment No. 1, qualified individuals who are targeted for employment opportunities as set forth in Section IV.D of the First Source Hiring Policy will have the opportunity to interview for job openings in the Project. The Developer, Contractors, and Tenants shall participate in the First Source Hiring Policy, attached hereto as Attachment No. 1. Under the First Source Hiring Policy, the First Source Referral System will promptly refer qualified, trained applicants to employers for available jobs. The Developer, Contractors, and Tenants shall have no responsibility to provide notice of job openings to the First Source Referral System if the First Source Referral System is not fulfilling its obligations under the First Source Hiring Policy. The terms of the First Source Hiring Policy shall be part of any deed, lease, or contract with any prospective Tenant or Contractor.

**D. FIRST SOURCE REFERRAL SYSTEM.** The First Source Referral System, to be established through a joint effort of the Developer and the Coalition, will work with employers and with appropriate community-based job training organizations to provide the referrals described in this Section. The Coalition and the Developer will select a mutually agreeable nonprofit organization to staff and operate the First Source Referral System, as described in the First Source Hiring Policy. The Developer will provide \$100,000 in seed funding to this organization. The Developer will meet and confer with the Coalition regarding the possibility of providing space on site for the First Source Referral System, for the convenience of Tenants and job applicants; provided, however, the Developer may in its sole and absolute discretion determine whether or on what terms it would be willing to provide space for the First Source Referral System. If the First Source Referral System becomes defunct, Employers shall have no responsibility to

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contact it with regard to job opportunities.

## VII. SERVICE WORKER RETENTION

**A. SERVICE CONTRACTOR WORKER RETENTION.** The Developer and its Contractors shall follow the City's Worker Retention Policy as set forth in the Los Angeles Administrative Code, Section 10.36. The City's Worker Retention Policy does not cover individuals who are managerial or supervisory employees, or who are required to possess an occupational license.

**B. WORKER RETENTION FOR HOTEL AND THEATER EMPLOYEES.** The Developer agrees that Tenants in hotel and theater components of the Project will follow the City's Worker Retention Policy with regard to all employees, and will require contractors to do the same. The Developer will include these requirements as material terms of all lease agreements or other contracts regarding hotel and/or theater components of the Project.

**C. INCLUSION IN CONTRACTS.** The Developer shall include the requirements of this section as material terms of all contracts with Contractors and with Tenants in hotel and theater components of the Project, with a statement that such inclusion is for the benefit of the Coalition.

## VIII. RESPONSIBLE CONTRACTING

**A. DEVELOPER SELECTION OF CONTRACTORS.** The Developer agrees not to retain as a Contractor any business that has been declared not to be a responsible contractor under the City's Contractor Responsibility Program (Los Angeles Administrative Code, Section 10.40).

**B. DEVELOPER SELECTION OF TENANTS.** The Developer agrees that before entering into or renewing a lease agreement regarding any space over fifteen thousand (15,000) square feet, the Developer shall obtain from any prospective Tenant a written account of whether the prospective Tenant has within the past three years been found by a court, an arbitrator, or an administrative agency to be in violation of labor relations, workplace safety, employment discrimination, or other workplace-related laws. When choosing between prospective Tenants for a particular space within the Project, the Developer will, within commercially reasonable limits, take into account as a substantial factor weighing against a prospective Tenant any findings of violations of workplace-related laws. In complying with this Section, the Developer shall be entitled to rely on information provided by Tenants, without responsibility to perform independent investigation.

**C. REPORTING REQUIREMENTS.** The Developer will provide an annual report to the Coalition and to the City Council's Community and Economic Development Committee on the percentage of new lease agreements or other contracts regarding use of

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space within the Project that were entered into with entities reporting violations of workplace-related laws. In compiling this report, Developer shall be entitled to rely on information provided by Tenants and Contractors, without responsibility to perform independent investigation. The report may aggregate information from various End Users, so as not to identify any particular Tenant. This report shall be filed for any given year or partial year by April 30th of the succeeding year, and may be combined with the report regarding living wages, required to be filed by Section V.B.3.

**IX. AFFORDABLE HOUSING**

**A. PURPOSE.** Developer has included between 500 and 800 housing units as part of the Project. The goal is create an "inclusionary" development; i.e. the project will include an affordable housing component (the "Affordable Housing Program") as set forth in this Section.

**B. DEVELOPER AFFORDABLE HOUSING PROGRAM.** This Developer Affordable Housing Program exceeds requirements of state law and the Agency. To further its connection to the surrounding neighborhoods, the Developer proposes to work with community-based housing developers to implement much of the plan.

**1. Percentage Affordable Units.** The Developer shall develop or cause to be developed affordable housing equal to 20% of the units constructed within the Project, as may be adjusted under Section IX.D., below, through joint efforts with community-based organizations to create additional affordable units as provided in Section IX.C., below. The Developer intends to include between 500 and 800 units in the Project; therefore, the Developer's affordable housing commitment would be between 100 and 160 units, as may be adjusted under Section IX.D. below.

**2. Income Targeting.** The distribution of affordable units shall be as follows:

- a. 30% affordable to families earning zero to 50% of Area Median Income ("AMI");
- b. 35% affordable to families earning 51% to 60% of AMI;
- c. 35% affordable to families earning 61% to 80% of AMI.

**3. Term of Affordability.** Affordable units will remain affordable for a minimum of 30 years.

**4. Location.** Affordable units may be built within the Project or off-site.

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Units built off site will be located in redevelopment areas within a three-mile radius from the intersection of 11<sup>th</sup> and Figueroa Streets. To the extent the Agency provides direct financial assistance in the creation of affordable units, 50% of the affordable units shall be constructed within the Project if required by the Agency.

5. **Unit and Project Type.** Given the high density of the proposed on-site high-rise housing, any inclusionary units within the Project will be two-bedroom units. Three- and four-bedroom units may be developed at offsite locations that are more appropriate to accommodate larger units and families. In connection with any off-site affordable units, Developer shall give priority consideration to creation of projects suitable for families in terms of unit size, location, and proximity to family-serving uses and services.

6. **Relocated Persons.** To the extent allowed by law, priority shall be given to selecting persons relocated in connection with the development of the STAPLES Center to be tenants in any affordable units created under this Section IX. Notice of availability of affordable units shall be given to such relocated persons as set forth in Section X.D.

7. **Public Participation and Assistance.** Nothing herein shall limit the right of the Developer to seek or obtain funding or assistance from any federal, state or local governmental entity or any non-profit organization in connection with the creation or rehabilitation of affordable units.

### C. COOPERATIVE DEVELOPMENT WITH COMMUNITY BASED ORGANIZATIONS

1. **Purpose.** In addition to development of affordable housing on-site or off-site, Developer shall work cooperatively with community based organizations to in an effort to provide additional affordable housing units. The goal of this program is to identify affordable housing infill development opportunities within a 1.5-mile radius of Figueroa and 11<sup>th</sup> Street and to affiliate with well-established non-profit affordable housing development corporations in the area.

2. **Interest Free Loans.** As "seed money" for affordable housing development, within 2 years after receiving final entitlement approvals for the Project, Developer will provide interest-free loans in the aggregate amount not to exceed \$650,000 to one or more non-profit housing developers that are active in the Figueroa Corridor area and are identified in the Section VI.D.3, below, or are mutually agreed upon by the Developer and the Coalition. Repayment of principal repayment shall be due in full within three (3) years from the date the loan is made. Provided that the loan or loans have been timely repaid, such repaid amounts may be loaned again to one or more non-profit housing developers;

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however, it is understood that all loans will be repaid within six (6) years from the date the first loan was made. In addition, the loans shall be on such other commercially reasonable terms consistent with the purposes of this Section IX.C.

3. **Prequalified Non-Profit Development Corporations.** The following non-profit community based organizations are eligible to seek to participate in this cooperative program:

- a. Esperanza Development Corporation - Sister Diane Donoghue
- b. 1010 Hope Development Corporation - Darrell Weist
- c. Pueblo Development Corporation- Carmela Lacayo
- d. Pico Union Development Corporation - Gloria Farias

4. **Use of Program Funds.** The interest free loans may be used by the selected organizations for the following purposes:

- a. Land acquisition/option/due diligence.
- b. To focus on existing buildings to substantially rehabilitate or to acquire small infill sites capable of supporting approximately 40 or more units.
- c. Entitlement and design feasibility studies.
- d. Financial analysis and predevelopment studies.
- e. Funding applications and initial legal expenses.
- f. Other expenses reasonably approved by Developer to secure full funding agreements.

5. **Project Selection Process:**

- a. Within 90 days following Project approvals, Developer will meet and confer with principals of each non-profit listed in Section IX.C.3, above to gain a comprehensive understanding of the capabilities and capacity of each organization and ability to obtain financing support.
- b. Within 6 months following Project approvals, Developer will request proposals from each non-profit organization, which may include one or more prospective sites and use best efforts to identify one or more projects to pursue.

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c. Developer shall consult with and seek the input of the Coalition in the selection of the nonprofit housing developer or developers. Developer shall enter into a loan agreement with any selected nonprofit housing developer to provide the interest free loan as set forth in this Section IX.C.

**D. ADJUSTMENTS TO AFFORDABLE HOUSING UNITS.** The assistance provided by Developer under Section IX.C may result in production of affordable units substantially in excess of 20%. Further, the Coalition has a goal of at least 25% affordable units. Therefore, for every two units of affordable housing (including both rehabilitation or new construction) created by the non-profit developer or developers with the assistance of Developer under Section IX.C in excess of 25%, Developer shall receive a credit of one unit toward Developer's obligation to create affordable housing units; provided, however, that Developer's overall obligation for affordable housing units shall not be less than 15% due to any such reduction.

In the event that no affordable units are created under the cooperative program established in Section IX.C, above, through no fault of the Developer and the Developer is unable to recoup all or a portion of the loan or loans, the Developer's obligation to create affordable units shall be reduced by one unit for each \$10,000 of unrecouped loans; provided, however that Developer's overall obligation for affordable housing units shall not be less than 15% of the housing due to any such reduction.

**X. RELOCATED FAMILIES**

**A. PURPOSE.** The purpose of this Section is to address problems that may be faced by families that were relocated by the Agency in connection with the development of the STAPLES Center. Many such families can no longer afford their current housing due to the expiration of the relocation assistance provided by the Agency.

**B. MEET AND CONFER.** The Developer agrees to meet and confer with the Coalition, City Councilmembers, Agency board and staff, and other City staff in effort to seek and obtain permanent affordable housing for families relocated in connection with the development of the STAPLES Center. Meetings with the Coalition shall be held quarterly, or less frequently if mutually agreed by the Coalition and the Developer. Meetings with City Councilmembers, Agency board and staff, and other City staff will be held as necessary. The Developer's responsibilities under this section will terminate five years from the effective date of the Cooperation Agreement.

**C. ASSISTANCE.** The Developer will generally assist the Coalition to seek and obtain permanent affordable housing for relocated families. Developer will speak in favor of such efforts at least two appropriate public meetings and hearings when requested to do so by the Coalition. The Developer will use commercially reasonable efforts to provide technical assistance to the Coalition.

**D. NOTICE OF AVAILABILITY.** For a period of three years, Developer shall use good faith efforts to cause the Agency to give, to the fullest extent allowed by law, 30 days notice of availability of affordable units created by the Project to persons relocated in connection with construction of STAPLES Center and to provide such relocated persons the first opportunity to apply as potential tenants. Persons eligible for such notice shall be relocated persons who are not tenants in a permanent affordable housing project and who otherwise meet income and other requirements for affordable housing.

**E. TIMING.** Permanent affordable housing for relocated families is an urgent matter and, therefore, time is of the essence. Consequently, Developer's obligations under this Section X, shall begin within five days following execution of the Settlement Agreement.

#### **XI. COALITION ADVISORY COMMITTEE**

To assist with implementation of this Community Benefits Program, address environmental concerns and facilitate an ongoing dialogue between the Coalition and the Developer, the Coalition and the Developer shall establish a working group of representatives of the Coalition and the Developer, known as the Advisory Committee. This Advisory Committee shall meet quarterly, unless it is mutually agreed that less frequent meetings are appropriate. Among other issues, the Developer shall seek the input of the Advisory Committee in the Developer's preparation of the construction management plan, the traffic management plan, the waste management plan and the neighborhood traffic protection plan. In addition, the Developer shall seek the input of the Advisory Committee in a effort to develop and implement potential solutions to other environmental concerns, including without limitation, pedestrian safety, air quality and green building principles.

#### **XII. GENERAL PROVISIONS**

**A. SEVERABILITY CLAUSE.** If any term, provision, covenant, or condition of this Community Benefits Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

**B. Material Terms.** All provisions and attachments of this Community Benefits Program are material terms of this Community Benefits Program.

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Attachment I

FIRST SOURCE HIRING POLICY

SECTION I. PURPOSE.

The purpose of this First Source Hiring Policy is to facilitate the employment of targeted job applicants by employers in the Los Angeles Sports and Entertainment District. It is a goal of this First Source Hiring Policy that the First Source Referral System contemplated herein will benefit employers in the project by providing a pool of qualified job applicants whose job training has been specifically tailored to the needs of employers in the project through a non-exclusive referral system.

SECTION II. DEFINITIONS.

As used in this policy, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"City" shall mean the City of Los Angeles and any of its departments and/or agencies.

"Developer" shall mean the L.A. Arena Land Company and Flower Holdings, LLC, and their Transferees.

"Project" shall mean the Los Angeles Sports and Entertainment District.

"Employer" shall mean a business or nonprofit corporation that conducts any portion of its operations within the Project; provided, however, this First Source Hiring Policy shall only apply to any such portion of operations within the Project. Employer includes but is not limited to lessees, landowners, and businesses performing contracts on location at the Project. All "Employers" are "Covered Entities," as defined above.

"First Source Referral System" shall mean the system developed and operated to implement this First Source Hiring Policy, and the nonprofit organization operating it.

"Low-Income Individual" shall mean an individual whose household income is no greater than 80% of the median income for the Standard Metropolitan Statistical Area.

"Targeted Job Applicants" shall mean job applicants described in Section IV.D, below.

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"Transferee" shall mean a person or entity that acquires a fee simple interest or a ground lease from the Developer for the purpose of developing all or any portion of the Proposed Development.

**SECTION III. EMPLOYER RESPONSIBILITIES**

**A. Coverage.** This First Source Hiring Policy shall apply to hiring by Employers for all jobs for which the work site is located within the Project, except for jobs for which hiring procedures are governed by a collective bargaining agreement which conflicts with this First Source Hiring Policy.

**B. Long-Range Planning.** Within a reasonable time after the information is available following execution by of a lease by Developer and Employer for space within the Project, the Employer shall provide to the First Source Referral System regarding the approximate number and type of jobs that will need to be filled and the basic qualifications necessary.

**C. Hiring process.**

**(1) Notification of job opportunities.** Prior to hiring for any job for which the job site will be in the Project, the Employer will notify the First Source Referral System of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, drivers' license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties, in the reasonable discretion of the Employer.

**(2) Referrals.** The First Source Referral System will, as quickly as possible, refer to the Employer Targeted Job Applicants who meet the Employer's qualifications. The First Source Referral System will also, as quickly as possible, provide to the Employer an estimate of the number of qualified applicants it will refer.

**(3) Hiring.** The Employer may at all times consider applicants referred or recruited through any source. When making initial hires for the commencement of the Employer's operations in the Project, the Employer will hire only Targeted Job Applicants for a three-week period following the notification of job opportunities described in subparagraph III.C.1, above. When making hires after the commencement of operations in the Project, the Employer will hire only Targeted Job Applicants for a five-day period following the notification of job opportunities. During such periods Employers may hire Targeted Job Applicants recruited or referred through any source. During such periods Employers will use normal hiring practices, including interviews, to consider all applicants referred by the First Source Referral System. After such periods Employers shall make good-faith efforts to hire Targeted Job Applicants, but may hire any applicant recruited or referred through any source.

**E. Goal.** Any Employer who has filled more than 50% of jobs

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available either during a particular six-month period with Targeted Job Applicants (whether referred by the First Source Referral System or not), shall be deemed to be in compliance with this First Source Hiring Policy for all hiring during that six-month period. Any Employer who has complied with remaining provisions of this First Source Hiring Policy is in compliance with this First Source Hiring Policy even it has not met this 50% goal during a particular six-month period.

F. **No Referral Fees.** Employers shall not be required to pay any fee, cost or expense of the First Source Referral System or any potential employees referred to the Employer by the First Source Referral System in connection with such referral.

#### SECTION IV. RESPONSIBILITIES OF FIRST SOURCE REFERRAL SYSTEM.

The First Source Referral System will perform the following functions related to this First Source Hiring Policy:

A. Receive Employer notification of job openings, immediately initiate recruitment and pre-screening activities, and provide an estimate to Employers of the number of qualified applicants it is likely to refer, as described above.

B. Recruit Targeted Job Applicants to create a pool of applicants for jobs who match Employer job specifications.

C. Coordinate with various job-training centers.

D. Screen and refer Targeted Job Applicants according to qualifications and specific selection criteria submitted by Employers. Targeted Job Applicants shall be referred in the following order:

(1) **First Priority:** individuals whose residence or place of employment has been displaced by the STAPLES Center project or by the initial construction of the project and Low-Income Individuals living within a one-half-mile radius of the Project.

(2) **Second Priority:** Low-Income Individuals living within a three-mile radius of the Project.

(3) **Third Priority:** Low-Income Individuals living in census tracts or zip codes throughout the City for which more than 80% of the households, household income is no greater than 80% of the median household income for the Standard Metropolitan Statistical Area.

E. Maintain contact with Employers with respect to Employers'

hiring decisions regarding applicants referred by the First Source Referral System.

F. Assist Employers with reporting responsibilities as set forth in Section V of this First Source Hiring Policy, below, including but not limited to supplying reporting forms and recognizing Targeted Job Applicants.

G. Prepare and submit compliance reports to the City as set forth in Section V of this First Source Hiring Policy, below.

#### SECTION V. REPORTING REQUIREMENTS.

##### A. Reporting Requirements and Recordkeeping

(1) **Reports.** During the time that this First Source Hiring Policy is applicable to any Employer, that Employer shall, on a quarterly basis, notify the First Source Referral System of the number, by job classification, of Targeted Job Applicants hired by the Employer during that quarter and the total number of employees hired by the Employer during that quarter. The First Source Referral System shall submit annual aggregate reports for all Employers to the City, with a copy to the Coalition, detailing the employment of Targeted Job Applicants in the Project.

(2) **Recordkeeping.** During the time that this First Source Hiring Policy is applicable to any Employer, that Employer shall retain records sufficient to report compliance with this First Source Hiring Policy, including records of referrals from the First Source Referral System, job applications, and number of Targeted Job Applicants hired. To the extent allowed by law, and upon reasonable notice, these records shall be made available to the City for inspection upon request. Records may be redacted so that individuals are not identified by name and so that other confidential information is excluded.

(3) **Failure to Meet Goal.** In the event an Employer has not met the 50% goal during a particular six-month period, the City may require the Employer to provide reasons it has not met the goal and the City may determine whether the Employer has nonetheless adhered to this Policy.

#### SECTION VI. GENERAL PROVISIONS.

A. **Term.** This First Source Hiring Policy shall be effective with regard to any particular Employer until five years from the date that Employer commenced operations within the Project.

B. **Meet & Confer, Enforcement.** If the Coalition, the First Source Referral System, or the City believes that an Employer is not complying with this First Source Hiring Policy, then the Coalition, the First Source Referral System, the City, and the Employer

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shall meet and confer in a good faith attempt to resolve the issue. If the issue is not resolved through the meet and confer process within a reasonable period of time, the City may enforce the First Source Hiring Policy against the Developer as a term of any agreement between the City and the Developer into which the First Source Hiring Policy has been incorporated.

**B. Miscellaneous.**

(1) **Compliance with State and Federal Law.** This First Source Hiring Policy shall only be enforced to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this First Source Hiring Policy is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this First Source Hiring Policy, and the conflicting provisions of this First Source Hiring Policy shall not be enforceable.

(2) **Indemnification.** The First Source Referral System shall, jointly and severally, indemnify, hold harmless and defend the Developer and any Employer, and their officers, directors, partners, agents, employees and funding sources, if required by any such funding source (the "Indemnified Parties") from and against all fines, suits, liabilities, proceedings, claims, costs, damages, losses and expenses, including, but not limited, to attorney's fees and court costs, demands, actions, or causes of action, of any kind and of whatsoever nature, whether in contract or in tort, arising from, growing out of, or in any way related to the breach by the First Source Referral System or their affiliates, officers, directors, partners, agents, employees, subcontractors (the "First Source Parties") of the terms and provisions of this First Source Hiring Policy or the negligence, fraud or willful misconduct of First Source Parties. The indemnification obligations of the First Source Parties shall survive the termination or expiration of this First Source Hiring Policy, with respect to any claims arising as the result of events occurring during the effective term of this First Source Hiring Policy.

(3) **Compliance with Court Order.** Notwithstanding the provisions of this Policy, the Developer, Employers, Contractors, or Subcontractors shall be deemed to be in compliance with this First Source Hiring Policy if subject to by a court or administrative order or decree, arising from a labor relations dispute, which governs the hiring of workers and contains provisions which conflict with terms of this Policy.

(4) **Severability Clause.** If any term, provision, covenant, or condition of this First Source Hiring Policy is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

(5) **Binding on Successors.** This First Source Hiring Policy shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties. Any reference in this Policy to a specifically named party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party.

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(6) **Material Terms.** The provisions of this First Source Hiring Policy are material terms of any deed, lease, or contract in which it is included.

(7) **Coverage.** All entities entering into a deed, lease, or contract relating to the rental, sale, lease, use, maintenance, or operation of the Project or part thereof shall be covered by the First Source Hiring Policy, through the incorporation of this First Source Hiring Policy into the deed, lease, or contract. Substantive provisions set forth in Section III, "Employer Responsibilities," apply only to jobs for which the work site is located within the Project.

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# **Exhibit B-2**

## **Part 7 of 8**

Proposed Amendment to Development Agreement  
Attachment 5 – Conditions for On-Site Consumption Permits  
Updated

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

## ATTACHMENT 5

### CONDITIONS FOR ON-SITE CONSUMPTION PERMITS

1. All owners, operators, managers and employees serving and/or selling alcohol to patrons shall enroll in and complete a certified, ABC-recognized, training program for the responsible service of alcohol. This training shall be scheduled for new employees within 30 days of the opening of the establishment or within 30 days after the start of employment, whichever applies. This training shall be renewed each year by all employees who serve and/or sell alcoholic beverages. A record of the completion of this training program shall be maintained on the premises and shall be presented upon request of the Zoning Administrator.
2. The sale of distilled spirits by the bottle, for on-site consumption, is permitted in accordance with State ABC licenses.
3. No employee, while working, shall solicit or accept any alcoholic or non-alcoholic beverage from any customer while on the premises. No employee, while working, shall be engaged for the specific purpose of sitting with or otherwise spending time with customers while on the premises.
4. No booth or group seating shall be installed which completely prohibits observation of the occupants.
5. A "Designated Driver Program" shall be operated to provide an alternate driver for patrons unable to safely operate a motor vehicle. This program may include, but shall not be limited to, free non-alcoholic drinks for the designated driver of each group of patrons and promotion of the program at each table within the establishment. Each operator shall submit details of the program to the Director for review and approval prior to the opening of any facility offering alcoholic beverages.
6. A sufficient number of security personnel, as determined by the Zoning Administrator (with a minimum of one security officer for each Alcohol Use Approval), under the control of the respective property owners or operators of the establishment, shall be provided. Each security officer shall complete a training program, developed in consultation with the Los Angeles Police Department (LAPD). These security personnel shall monitor and patrol areas where establishments selling alcohol for on-site consumption are located. Security personnel shall be on duty during the hours of operation of the establishments and shall also be on duty thirty minutes prior to opening of the establishment and thirty minutes after closing of the establishment. The security personnel shall also patrol parking areas serving these establishments to prevent any unusual disturbances within the Project site and to assist and report, as necessary, to proper authorities any loitering, trespassing, or other criminal activities in the general vicinity of the Project site. The LAPD shall be notified of special events as far in advance as feasible.
7. The Zoning Administrator shall consult with LAPD for recommendations regarding security measures for adequate protection to visitors and employees of the site, and impose those conditions which he or she deems to be necessary and feasible. The Zoning Administrator shall also notify the LAPD of the identity of each proposed operator of an establishment so that the LAPD can ascertain whether the operator has any prior record of criminal activity.
8. Recommendations of the Fire Department relative to fire safety shall be incorporated into all building plans, to the satisfaction of the Fire Department.
9. The Project shall include appropriate security design features for semi-public and private spaces, which may include, but shall not be limited to: access control to buildings; secured parking facilities; walls/fences with key security; lobbies, corridors and elevators equipped with electronic surveillance systems; well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment; and location of toilet facilities or building entrances in high foot traffic areas.
10. The Applicant shall provide Project plans to the LAPD prior to finalization, to allow time to review the plans regarding additional crime prevention features appropriate to the design of the Project.
11. Establishments may serve alcohol 10:00 a.m. - 2:00 a.m., 7 days per week. Mini-bars located within hotel guest rooms and room service shall not be limited in the hours of alcohol service.

12. All graffiti on the site shall be removed or painted over in the same color as the surface to which it is applied within 24 hours of its occurrence.
13. A copy of this Table shall be retained at all times on the premises in each establishment which serves alcoholic beverages and shall be produced immediately upon the request of the Director or the LAPD.
14. Within 60 days after the issuance of the certificate of occupancy for an establishment, the Applicant shall execute a covenant acknowledging and agreeing to comply with all the terms and conditions established in this Specific Plan and record it in the County Recorder's Office. This agreement shall run with the land and be binding on any subsequent owners, heirs or assigns. The Applicant shall submit this agreement to the Zoning Administrator for approval before being recorded. After recordation, the Applicant shall provide a copy bearing the Recorder's number and date to the Zoning Administrator.
15. The Applicant shall ensure that no alcoholic beverages which are purchased within the Applicant's establishment are consumed on any property adjacent to the licensed premises that is under the control of the Applicant, except the Central Plaza and private setback areas.
16. The Applicant shall be responsible for maintaining free of litter the area adjacent to the establishment that is under the control of the Applicant.
17. All public telephones shall be located within the interior of the establishment structure. No public phones shall be located on the exterior of the premises under the control of the establishment.
18. The Applicant shall monitor the area under its control, in an effort to prevent the loitering of persons about the premises
19. Restaurants/Cafes. The following conditions shall apply to restaurants/cafes:
  - a. These establishments may include a bar or lounge area, which is separate from the main food service area of the establishment.
  - b. Sales of alcoholic beverages shall only be made from behind a counter where an employee of the restaurant/café obtains the product. No self-service of alcoholic beverages shall be permitted.
  - c. Sales of alcoholic beverages for consumption off the premises is prohibited. Sales of alcoholic beverages from drive-up or walk-up windows is prohibited.
  - d. Gross annual sales of alcoholic beverages shall not exceed 50% of the total gross annual restaurant sales.
  - e. Entertainment activities, such as live or recorded music, may be permitted so long as no less than 50% of the restaurant floor area is dedicated to food preparation, food service and eating areas.
  - f. No more than two pool tables are permitted for each restaurant.
  - g. There shall be a full-service kitchen and a full menu.
  - h. A minimum of six of the twenty-two on-site consumption permits within the Specific Plan shall be for Restaurant/Cafes.
20. Sports Bar. The following conditions shall apply to Sports Bars:
  - a. These establishments may include a bar or lounge area, which is separate from the main food service area of the establishment.
  - b. Sales of alcoholic beverages for consumption off the premises is prohibited. Sales of alcoholic beverages from drive-up or walk-up windows is prohibited.

- c. Persons under 21 years of age shall not be admitted into those areas dedicated exclusively for pool tables, a bar or a cocktail lounge after the sale of food items have been discontinued.
- d. Within one year from the date an Alcohol Use Approval is issued for a Sports Bar establishment, the Applicant shall file an application with the Zoning Administrator's office for a review of the operations of the establishment. In addition, the Applicant shall file an application with the Zoning Administrator's Office for a review of the operations of the establishment every two years thereafter, unless the Zoning Administrator determines that the two-year reviews are no longer necessary. The Zoning Administrator shall review the operations of the establishment, to verify it is in compliance with all conditions of approval. The Zoning Administrator may impose any modification to the conditions of approval, as necessary. If the Zoning Administrator deems it necessary or if there has not been compliance with the conditions imposed on the operation of the establishment, the Zoning Administrator may require a public hearing for this one-year review, in addition to those public hearings referenced in Sections 12 C and 13 C.
- e. Each Sports Bar may include other entertainment activities, such as live or recorded music, dancing, pool tables or other coin-operated/non-coin-operated games of skill.

21. Nightclubs/Bars. The following conditions shall apply to nightclubs and bars:

- a. Persons under 21 years of age shall not be permitted within any Nightclub or bar when alcohol is being served. Signage shall be prominently posted on the exterior of the establishment, stating this age restriction.
- b. Within one year from the date an Alcohol Use Approval is issued for a Nightclub establishment, the Applicant shall file an application with the Zoning Administration's office for a review of the operations of the establishment. In addition, the Applicant shall file an application with the Zoning Administrator's Office for a review of the operations of the establishment every two years thereafter, unless the Zoning Administrator determines that the two-year reviews are no longer necessary. The Zoning Administrator shall review the operations of the establishment, to verify it is in compliance with all conditions of approval. The Zoning Administrator may impose any modification to the conditions of approval, as necessary. If the Zoning Administrator deems it necessary or if there has not been compliance with the conditions imposed on the operation of the establishment, the Zoning Administrator may require a public hearing for this one-year review, in addition to those public hearings referenced in Sections 12 C and 13 C.

22. Sales of alcohol for off-site consumption shall be prohibited.

## ATTACHMENT 5

### CONDITIONS FOR OFF-SITE CONSUMPTION ALCOHOL USE APPROVALS.

1. All owners, operators, managers and employees serving and/or selling alcohol to patrons shall enroll in and complete a certified, ABC-recognized, training program for the responsible service of alcohol. This training shall be scheduled for new employees within 30 days of the opening of the establishment or within 30 days after the start of employment, whichever applies. This training shall be renewed each year by all employees who serve and/or sell alcoholic beverages. A record of the completion of this training program shall be maintained on the premises and shall be presented upon request of the Zoning Administrator.
2. Of the two Alcohol Use Approvals for off-site consumption, which are permitted by this section, one shall be located and operated in conjunction with the residential components of the Specific Plan, such as a grocery store, drug store, or similar uses that are intended to primarily serve the residential uses in the Specific Plan area.
3. No employee, while working, shall solicit or accept any alcoholic beverage from any customer while on the premises.
4. A sufficient number of security personnel, as determined by the Zoning Administrator (with a minimum of one security officer for each Alcohol Use Approval), under the control of the respective property owners or operators of the establishment, shall be provided. Each security officer shall complete a training program, developed in consultation with the Los Angeles Police Department (LAPD). These security personnel shall monitor and patrol areas where establishments selling alcohol for off-site consumption are located. Security personnel shall be on duty during the hours of operation of the establishments and shall also be on duty thirty minutes prior to opening of the establishment and thirty minutes after closing of the establishment. The security personnel shall also patrol parking areas serving these establishments to prevent any unusual disturbances within the Project site and to assist and report, as necessary, to proper authorities any loitering, trespassing, or other criminal activities in the general vicinity of the Project site. The LAPD shall be notified of special events as far in advance as feasible.
5. The Zoning Administrator, or his/her designee, shall consult with LAPD for recommendations regarding security measures for adequate protection to visitors and employees of the site, and impose those conditions which he or she deems to be necessary and feasible. The Zoning Administrator shall also notify the LAPD of the identity of each proposed operator of an establishment so that the LAPD can ascertain whether the operator has any prior record of criminal activity.
6. The Project shall include appropriate security design features for semi-public and private spaces, which may include, but shall not be limited to: access control to buildings; secured parking facilities; walls/fences with key security; lobbies, corridors and elevators equipped with electronic surveillance systems; well-illuminated public and semi-public space designed with a minimum of dead space to eliminate areas of concealment; and location of toilet facilities or building entrances in high foot traffic areas.
7. The Applicant shall provide Project plans to the LAPD prior to finalization, to allow time to review the plans regarding additional crime prevention features appropriate to the design of the Project.
8. A copy of this Table shall be retained at all times on the premises in each establishment that sells alcoholic beverages and shall be produced immediately upon the request of the Director or the LAPD.
9. Within 60 days after the issuance of the certificate of occupancy for an establishment, the Applicant shall execute a covenant acknowledging and agreeing to comply with all the terms, conditions established in this Specific Plan and shall record the agreement in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement must be submitted to the Zoning Administrator for approval before being recorded. After recordation, the Applicant shall provide a copy bearing the Recorder's number and date to the Zoning Administrator.
10. Sales of alcoholic beverages from drive-up or walk-up windows is prohibited.

11. The Applicant shall ensure that no alcoholic beverages which are purchased within the Applicant's establishment are consumed on any property adjacent to the licensed premises that is under the control of the Applicant.
12. The Applicant shall be responsible for maintaining free of litter the area adjacent to the establishment, which is under the control of the Applicant.
13. All public telephones shall be located within the interior of the establishment structure. No public phones shall be located on the exterior of the premises under the control of the establishment.
14. All graffiti on the site shall be removed or painted over in the same color as the surface to which it is applied within 24 hours after its occurrence.
15. The Applicant shall monitor the area under its control, in an effort to prevent the loitering of persons about the premises.
16. Drug Stores/Grocery Stores. The following conditions shall apply to Drug Stores and Grocery Stores:
  - a. The sales of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. and 10:00 p.m., seven days a week.
  - b. No wine shall be sold with an alcoholic content of greater than 15% by volume, except for "dinner wines" which have been aged two years or more and which are maintained in corked bottles.
  - c. The sale of beer or malt beverages in individual containers of one quart, 22 ounces or 32 ounces is prohibited. No beer or malt beverages may be sold in quantities of less than six containers per sale.
  - d. Beer, malt beverages and wine coolers in individual containers of 16 ounces or less is prohibited. These individual containers that are 16 ounces or less must be sold in manufacturer's pre-packaged, multi-unit quantities.
  - e. Wine and distilled spirits shall not be sold in bottles or containers smaller than 750 milliliters. Beer coolers, wine coolers or pre-mixed distilled spirit cocktails must be sold in manufacturer's pre-packaged, multi-unit quantities.
17. On-site consumption of alcoholic beverages may be permitted when provided in conjunction with a gourmet wine store.

# **Exhibit B-2**

## **Part 8 of 8**

Proposed Amendment to Development Agreement  
Attachment 6 – Implementation of Affordable Housing  
Program  
Unchanged

## ATTACHMENT 6

### IMPLEMENTATION OF AFFORDABLE HOUSING PROGRAM

This Attachment 6 is intended to establish the general process for (I) determining and certifying that affordable housing units have been constructed or caused to be constructed by Developer (including by satisfying the obligations of a Transferee pursuant to Section 1.4 below), and/or its respective affiliates and subsidiaries, and (ii) allocating credit for the development of such affordable housing units to particular market-rate units.

#### 1. Affordable Housing.

##### 1.1. Requirements for Affordable Housing Units.

1.1.1. Number of Affordable Housing Units Required. Developer shall construct or cause to be constructed affordable housing units in an amount equal to the ratio of one affordable housing unit for each five market rate units.

1.1.2. Location of Affordable Housing Units. The affordable housing required by Section 3.1.3.11 of the Agreement and by this Attachment 6 may be located on the same site as the market-rate units, in other locations within the Development Agreement Property, or on off-site locations located within a three-mile radius from the intersection of 11th and Figueroa Streets.

1.1.3. "Construct or Cause to be Constructed" and "develop or cause to be developed" shall mean: construction of affordable housing units within the Project or off-site either:

(I) by Developer, or

(ii) by "Developer Participation". Developer Participation means participation by Developer in the construction of affordable housing units within the Project or off-site through providing equity, long-term forgivable or below-market loans, grants, subsidies, land or any combination thereof, in an amount equal to either:

(a) the total value of at least \$40,000 per affordable housing unit for units for which a building permit has not already been issued as of the date of the Developer Participation, or

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September 13, 2005 - Version with Coalition Amendment

(b) the sum needed to satisfy a gap in financing as of the date of the Developer Participation for affordable housing units for which a building permit has already been issued as of the date of the Developer Participation. This sum to satisfy a gap in financing must be certified to by the Director, in consultation with the Community Redevelopment Agency of the City of Los Angeles (the "CRA") Administrator or his or her designee ("Administrator") before its payment will qualify as Developer Participation under this subparagraph (b). The Developer agrees to pay a pre-determined fee to the CRA for its administrative costs in providing such certification.

1.1.4. Allowable Credit for Affordable Housing Units

1.1.4.1. Affordable Housing Units Where Building Permit Issued. For Developer Participation in affordable housing units for which a building permit has already been issued as of the date of the Developer Participation, the Developer shall be entitled to a credit equal to one-half of an affordable housing unit for each such unit.

1.1.4.2. Affordable Housing Units Where Building Permit Not Issued. For all other affordable housing units constructed or caused to be constructed on site or off site as permitted by this Agreement, the Developer shall be entitled to a full credit for each affordable housing unit.

1.2. Phasing of Affordable Housing Units.

1.2.1. General. The Developer shall ensure that the development of affordable housing units occurs in a time frame that is reasonably contemporaneous with the overall development of housing units permitted under the Agreement. The Developer agrees that the City will enforce such development of affordable housing units by phasing the issuance of certificates of occupancy for market rate units so that the First Half of Affordable Housing Units (as defined in Section 1.2.2 below) are required to be constructed at the time of issuance of certificates of occupancy for market rate units, and the Second Half of Affordable Housing Units (as defined in Section 1.2.2.2 below) are required to be constructed thirty six months later.

1.2.2. First Half of Affordable Housing Units. The First Half of Affordable Housing Units are required to be constructed at the time of issuance of certificates of occupancy for market rate units. The City will not issue a certificate of occupancy for market rate units within the Development Agreement Property except as follows:

**1.2.2.1. Proof of Construction of or Deposit of Funds for First Half of Affordable Units.** Developer must provide either (a) proof to the Director of Planning ("Director") of the issuance of a certificate of occupancy for 50% of the affordable housing units required in connection with the development of such market rate units ("First Half of Affordable Housing Units") in accordance with the provisions Article IX of the Community Benefits Program and Section 1.1 of this Attachment 6 or (b) the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per affordable housing unit within the First Half of Affordable Housing Units to the City of Los Angeles Housing Department (the "Housing Department") for which the Developer is unable to provide evidence of a certificate of occupancy; and

**1.2.2.2. Deposit for Second Half of Affordable Housing Units.** Developer must post a letter of credit, deposit or other guarantee (the "Security") reasonably acceptable to the Director with the Housing Department in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per affordable housing unit for the balance of the affordable housing units required by Section 1.1 of this Attachment 6 in connection with the issuance by the City of a certificate of occupancy for such market rate units ("Second Half of Affordable Housing Units"). Such Security must be payable to the City upon demand three years after posting of such Security by Developer.

**1.2.2.3. Additional Information Required Prior to Issuance of Certificate of Occupancy for Market Rate Units.**

a. If the affordable housing units are located on a different site from the market-rate units, Developer must provide:

(i.) Evidence, including but not limited to, the pre-certification issued by the Director in accordance with Section 1.3.1 that the affordable housing units met the definition of Developer Participation.

(ii.) A description, including the number and location, of the market-rate units to which the affordable housing units are to be credited;

(iii.) The number of affordable housing units to be credited to the market-rate unit; and

(iv.) The location of the affordable housing units.

b. For all affordable housing units required, Developer must provide evidence, including, if required by the Director, a certified copy of a covenant approved by the Housing Department and recorded against the property where the affordable housing units are located or other assurances reasonably satisfactory to the City, relating to the satisfaction of the requirements of Section IX.B of the Community Benefits Program, including:

i. Distribution of affordable units to the following Area Median Income ("AMI") levels: (a) 30% affordable to families earning zero to 50% of AMI, (b) 35% affordable to families earning 51% to 60% of AMI, and (c) 35% affordable to families earning 61% to 80% of AMI, or a distribution providing greater affordability;

ii. Thirty-year restriction on affordability of units;

iii. Location of affordable housing units within the Project or in a redevelopment area within a three-mile radius of the intersection of 11<sup>th</sup> Street and Figueroa Street; and

iv. Priority tenancy given to persons relocated in connection with the development of STAPLES Center.

c. Where the Developer, through Developer Participation, is constructing or causing the construction of affordable housing units for which a building permit has already been issued as of the date of Developer Participation, evidence of certification by the Director that such Developer Participation satisfies a gap in financing in the development of the affordable housing units existing as of the date of the Developer Participation ("Gap Certification"). Such Gap Certification shall be based on reasonable evidence that additional funding beyond that which was anticipated prior to construction is required to complete construction of the affordable housing units (notwithstanding that funding may possibly be available from sources other than Developer).

1.2.3. Second Half of Affordable Housing Units. The deadline for actual construction of the balance of the affordable housing units ("Second Half of Affordable Housing Units Deadline") is 36-months following the issuance of a certificate of occupancy by the City for the market rate units as set forth in this Section 1.2.2. By the Second Half of Affordable Housing Units Deadline, the Developer shall provide proof to the Director of the issuance of a certificate of occupancy for the Second Half of Affordable Housing Units required which were secured in accordance with Section 1.2.2.2 of this Attachment 6. If Developer is

unable to provide proof of the issuance of a certificate of occupancy for all or any portion of the Second Half of Affordable Housing Units required by the Second Half of Affordable Housing Units Deadline, the Developer shall be deemed to have satisfied the requirements of this Agreement with the Security previously posted in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per each required affordable housing unit within the Second Half of Affordable Housing Units for which the Developer is unable to provide the Director evidence of a certificate of occupancy.

1.2.4. Security. When proof of a certificate of occupancy is provided to the Director pursuant to Section 1.2.2.3 of this Attachment 6 for an affordable housing unit guaranteed by the Security, the Security shall be returned to the Developer upon Developer's providing proof to the Director of the issuance of a certificate of occupancy for each such affordable housing unit. The Director may draw on any remaining amounts of the Security immediately after the date posted with the Housing Department with respect to the First Half of Affordable Housing Units and immediately after the Second Half of Affordable Housing Units Deadline with respect to the Second Half of Affordable Housing Units.

1.3. Process for Certification of Satisfaction of Affordable Housing Requirements.

1.3.1. Pre-certification. Upon satisfaction of the requirements of Section 1.2.2.3 of this Attachment 6, the Director shall issue to the Developer of the market rate units a written certification that Developer has satisfied the affordable housing requirements of this Agreement that must be met prior to the issuance of a certificate of occupancy for such market rate units on the Development Agreement Property (except for the requirements to provide a certificate of occupancy or a deposit equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) for the First Half of Affordable Housing Units, and security in an amount equal to the Affordable Housing Amount (\$116,792 for the 2005 calendar year, subject to annual revision as defined) per Affordable Housing Unit for the Second Half of Affordable Housing Units).

This pre-certification shall not be unreasonably withheld, conditioned or delayed by the Director. Upon receipt by the Director of all applicable information regarding the proposed Developer Participation, the Director shall deliver to the Developer either (i) a written pre-certification that such participation meets the definition of Developer Participation under Section 1.1.3 of this Attachment 6, or (ii) a written denial setting forth

the reasons why such participation will not meet such definition. The Director and the Developer shall cooperate in good faith to resolve all matters relating to the Director's denial of such proposed participation as expeditiously as possible.

1.3.2. Final Certification. Upon satisfaction of all of the Developer's requirements of Section 1.2 of this Attachment 6, the Director shall issue a written certification to the Developer of the market rate units that such Developer has satisfied all affordable housing obligations under this Agreement for those market-rate units, which written certification will not be unreasonably withheld, conditioned or delayed.

1.3.3. Qualified Contributions to Community Partners. Notwithstanding any other provision of this Agreement, the Director shall issue final certification to a Developer pursuant to Section 1.3.2 provided the following criteria are met:

a. The Developer has provided equity, long-term forgivable or below-market loans, grants, subsidies, land or any combination thereof in an amount equal to the total value of at least \$40,000 per affordable housing unit for units for which a building permit has not already been issued (a "Qualified Contribution") to a Community Partner (as defined in Section 1.3.3.1. below).

b. Except as provided in Section 1.3.3.2, the Qualified Contribution is provided prior to the issuance of a building permit for that Developer's market rate units.

c. If the Qualified Contribution is made to any of the Community Partners described in Section 1.3.3.1.b. or c., the Community Partner must enter into an agreement with the CRA or the City, which includes the following:

(i.) A provision that the Community Partner shall use the Qualified Contributions for construction of at least one affordable housing unit for each \$40,000 amount received.

(ii.) A provision that the affordable housing units shall be located within a three (3) mile radius of the intersection of 11<sup>th</sup> and Figueroa Streets.

(iii.) A provision that the Qualified Contributions shall be deposited into a segregated account.

(iv.) Performance standards, a compliance process, enforcement provisions and adequate assurance that affordable housing units shall be constructed within a reasonable period, but in any event, within 5 years (subject to extension by the Director) following a Qualified Contribution.

1.3.3.1. Community Partners. For purposes of this Section 1.3.3, a Community Partner shall be any one of the following:

- a. The YWCA. The Young Women's Christian Association of Greater Los Angeles (the "YWCA") shall qualify as a Community Partner solely in connection with its Job Corps housing project at 1016, 1026 and 1032 South Olive Street, Los Angeles, California (the "YWCA Project").
- b. The Land Trust. The Figueroa Corridor Land Company, the Figueroa Corridor Community Land Trust, or a non-profit, tax-exempt corporation designated by the Coalition to hold funds for these entities (the "Land Trust") shall qualify as a Community Partner provided that it enters into an agreement that complies with Section 1.3.3.c.
- c. Other Community Partners. Nonprofit, tax-exempt entities with an established history of at least 5 years experience with affordable housing development within a three (3) mile radius of Figueroa and 11<sup>th</sup> streets in Los Angeles may be deemed Community Partners provided they have entered into an agreement which complies with Section 1.3.3.c. and they are approved as Community Partners by the City Council.
- d. The YWCA, the Land Trust and any other Community Partner shall be eligible to participate in the program for the cooperative development of affordable housing provided under Section IX.C. of the Community Benefits Program.

1.3.3.2. Allocation of Affordable Housing Credits for the YWCA Project. 200 units of very low affordable housing credit shall be allocated to Figueroa South Land LLC or its affiliates ("Figueroa South") in connection with the YWCA Project, provided that Figueroa South has provided a Qualified Contribution for each such affordable housing unit pursuant to the Owner Participation Agreement between the CRA and the YWCA approved by the CRA on May 19, 2005 and the Agreement among the CRA, the YWCA and Figueroa South Land LLC approved by the CRA on August 18, 2005. For the purposes

hereof, an affiliate of Figueroa South Land LLC is any entity in which WDD California, Inc. or its successor has an ownership or management interest. Of these 200 units of affordable housing credit, 130 units shall be applied to the affordable housing obligation created by the development of up to 650 market-rate units on the Figueroa South Properties. The remaining 70 units of affordable housing credit ("Remainder Credits") may only be used in connection with the affordable housing obligation created by development on the Figueroa South Properties by the owner of the Figueroa South Properties or on other property owned by Figueroa South and may not otherwise be transferred or assigned.

1.3.3.3. Figueroa South will pay to the Land Trust an amount equal to \$10,000 for each Remainder Credit applied by Figueroa South within the Development Agreement Property up to a maximum payment of \$700,000. Such payment for each Remainder Credit shall be made within 60 days of obtaining a building permit for market rate units for which application of that Remainder Credit is being made towards an affordable housing requirement. If Figueroa South transfers or assigns its interest in the Remainder Credits, Figueroa South shall within 60 days of such transfer or assignment pay to the Land Trust an amount equal to \$10,000 per Remainder Credit transferred or assigned (up to a maximum of \$700,000 less the amount of any payment already made to the Land Trust under this Section 1.3.3.3 for applied Remainder Credits). Figueroa South shall provide the Land Trust notice prior to obtaining a building permit for market rate units for which application of Remainder Credits is being made or any transfer or assignment of any interest in the Remainder Credits. No payment shall be made with respect to any Remainder Credit used for property outside the Development Agreement Property. The Land Trust shall use such funds for land acquisition and/or costs of construction of affordable housing units.

1.4. Transferees. A Transferee of any portion of the Development Agreement Property shall have the right to have LandCo and/or Flower Holdings and/or their respective affiliates and subsidiaries, as the transferring Developer in fee simple title (each, a "Transferring Developer") satisfy such Transferee's affordable housing requirement provided that the terms of such arrangement are set forth in the Applicable Assignment Agreement which is acknowledged by the City.

# **Exhibit B-3**

Draft Zone Change Ordinance

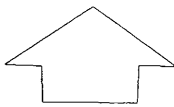
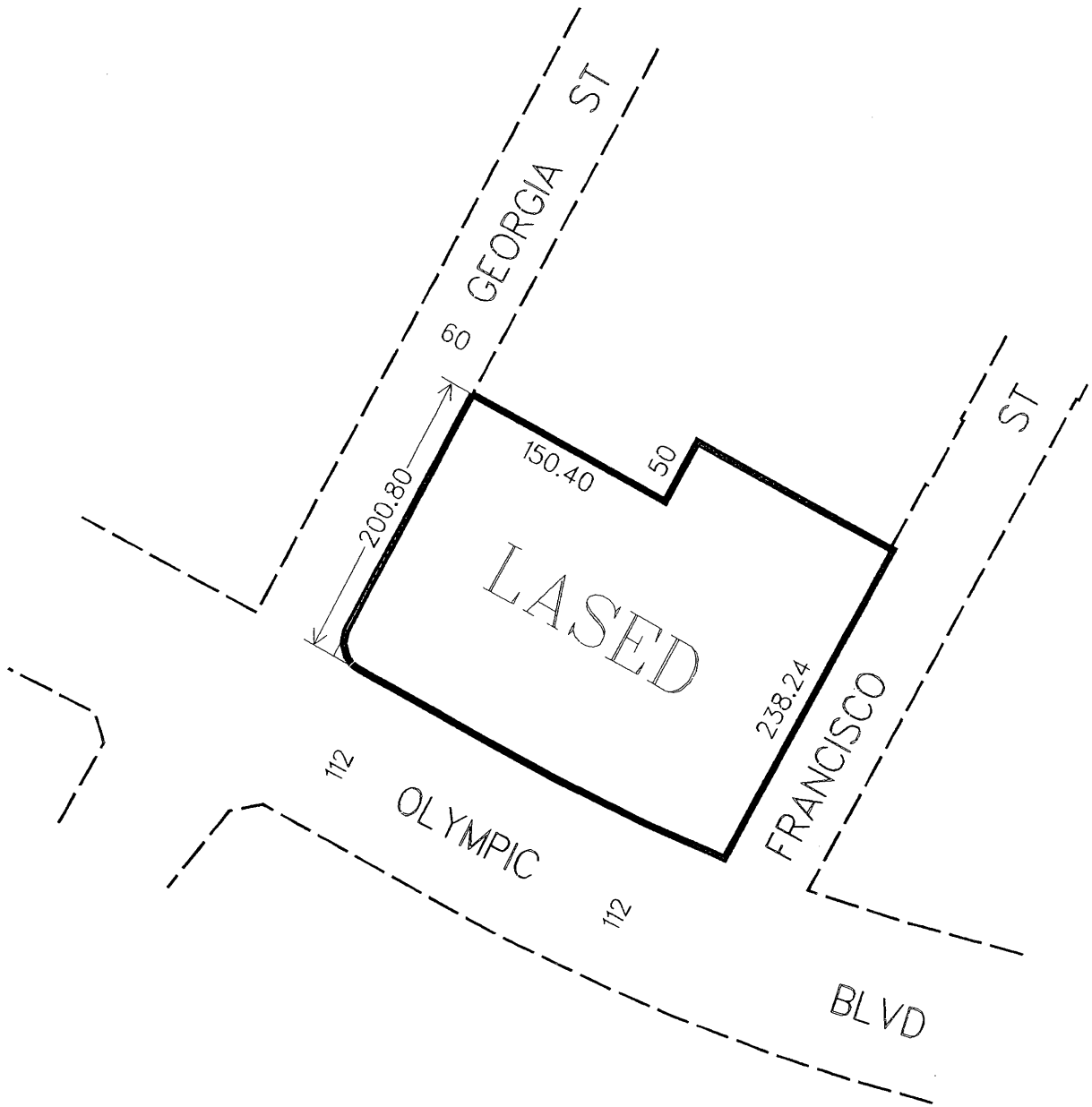
**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

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

An ordinance amending Section .12.04 of the Los Angeles Municipal Code by amending the zoning map.

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

Section 1. Section 12.04 of the Los Angeles Municipal Code is hereby amended by changing the zones and zone boundaries shown upon a portion of the zone map attached thereto and made a part of Article 2, Chapter 1 of the Los Angeles Municipal Code, so that such portion of the zoning map shall be as follows:



NOT TO SCALE

C.M. 129 A 207, 127-5 A 207

CPC 2006-7109 DA SP ZC

AE/ *JB*

11/02/06

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

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

FRANK T. MARTINEZ, City Clerk

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

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

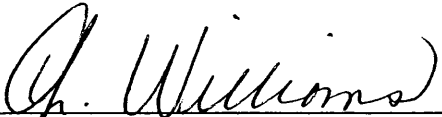
Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

**Pursuant to Section 558 of the City Charter, the City Planning Commission on October 26, 2006, recommended this ordinance be adopted by the City Council.**

By \_\_\_\_\_

\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
**Gabriele Williams**  
**Commission Executive Assistant II**

File No. \_\_\_\_\_

# **Exhibit B-4**

**updated 10/26/06**

Draft Ordinance amending the Amended and Restated  
Development Agreement

**Los Angeles Sports and Entertainment District Specific Plan  
CPC-2006-7109-DA-SP-ZC**

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

An ordinance authorizing the execution of a Second Amended and Restated Development Agreement by and among the City of Los Angeles (City), L.A. Arena Land Company, LLC, successor in interest to L.A. Arena Land Company, Inc. (LandCo), Flower Holdings, LLC (Flower Holdings), FIDM Residential, Inc. (FIDM) and Figueroa South Land, LLC (Figueroa South Land) relating to real property in the Central City Community Plan area and within and adjacent to the Los Angeles Sports and Entertainment District Specific Plan are (Second Amended and Restated Development Agreement), which is hereby incorporated by reference.

**WHEREAS**, a Development Agreement between the City, LandCo and Flower Holdings was entered into on December 11, 2001, and recorded on December 18, 2001, in the Official Records of Los Angeles County, California as Instrument No. 01-2421128 after adoption by the City Council as Ordinance No. 174227 on September 4, 2001 (Development Agreement); and

**WHEREAS**, City, LandCo, and Flower Holdings entered into that certain amendment to Development Agreement dated December 10, 2003, and recorded on January 14, 2004, in the Official Records of Los Angeles County, California as Instrument No. 04-0100217 after adoption by the City Council as Ordinance No. 1755901 on October 14, 2003; and

**WHEREAS**, an Amended and Restated Development Agreement between the City, LandCo, Flower Holdings, FIDM, and Figueroa South Land was entered into on December 14, 2005, and recorded on December 19, 2005, in the official Records of Los Angeles County, California as Instrument No. 05-3119740 after adoption by the City Council as Ordinance No. 177,020 on September 21, 2005; and

**WHEREAS**, FIDM, Figueroa South Land, Hanover R.S. Limited Partnership (Hanover) and JM Fig LLC, MG Fig LLC, HS Fig LLC, and CLAD Resources Borrower, LLC as tenants in common (Figueroa Central Owners) each own a portion of the properties located within the area covered by the Development Agreement; and

**WHEREAS**, LandCo and Flower Holdings have assigned their rights to, and each of FIDM, Figueroa South Land, Hanover and the Figueroa Central Owners have assumed LandCo's and Flower Holding's obligations under, the Development Agreement, as they relate to these properties; and

**WHEREAS**, City, LandCo, Flower Holdings, FIDM and Figueroa South Land, each parties to the Amended and Restated Development Agreement, wish to further amend and restate in its entirety the Development Agreement to conform the Development Agreement to the Los Angeles Sports and Entertainment District Specific Plan and to implement other technical changes; and

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

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

**WHEREAS**, the Second Amended and Restated Development Agreement is in the public interest and is consistent with the City's General Plan including the Central City Community Plan and the Los Angeles Sports and Entertainment District Specific Plan; and

**WHEREAS**, the City Council has reviewed and considered the Second Amended and Restated Development Agreement and the findings and recommendations of the City Planning Commission,

**NOW, THEREFORE,**

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

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

(a) It is consistent with the objectives, policies and programs specified in the General Plan, including the Central City Community Plan, and the Los Angeles Sports and Entertainment District Specific Plan (Specific Plan), and is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located. Specifically, the Second Amended and Restated Development Agreement conforms the Development Agreement to the amendments to the Specific Plan;

(b) The intensity, building height and uses set forth in the Second Amended and Restated Development Agreement are permitted by and consistent with the Central City Community Plan and the Los Angeles Sports and Entertainment District Specific Plan.

(c) The Second Amended and Restated Development Agreement will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project, which is desirable and beneficial to the public. Furthermore, the Second Amended and Restated Development Agreement does not modify those provisions of the Development Agreement, which specifically permit application to the project of rules and regulations under City Municipal Code Section 98.0605 to 91.101.1 relating to public health and safety;

(d) The Second Amended and Restated Development Agreement complies with all applicable City and State regulations governing development agreements;

(e) The Second Amended and Restated Development Agreement is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 2. The City Council hereby approves the Second Amended and Restated Development Agreement and authorizes and directs the Mayor to execute the Second Amended and Restated Development Agreement in the name of the City of Los Angeles, and, further, directs the City Clerk to record the Second Amended and Restated Development Agreement and this ordinance with the County Recorder within ten days of its effective date.

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

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

FRANK T. MARTINEZ, City Clerk

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

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By \_\_\_\_\_  
LAURA M. CADOGAN  
Deputy City Attorney

File No. CF \_\_\_\_\_

Date: \_\_\_\_\_