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(213) 202-2633 FAX (213) 202-2614

March 2, 2022

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Mayor and Members of the City Council:

Subject:

Building Permit No. 18010-10000-05982 – 2020 North Barranca Street – Approval of Privately Accessible Recreation Credit Per Los Angeles Municipal Code Section 12.33 – Approval of Covenant and Agreement and Operation and Maintenance Agreement

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council approval for the Department of Recreation and Parks (RAP) to (i) approve the Park Fee recreation credit in the amount of \$40,452.14 for privately accessible amenities per the provisions of Los Angeles Municipal Code Section 12.33 for Building Permit No. 18010-10000-05982 (Project); (ii) Authorize Department of Recreation and Parks (RAP) Staff to execute the Covenant and Agreement Regarding Park and Recreational Facilities (C&A) and Private Accessible Park and Recreational Facility Operation and Maintenance Agreement (O&M) as further detailed in attached Report No. 22-034.

Background:

Building Permit No. 18010-10000-05982 (Project) is a Non-subdivision project located at 2020 North Barranca Street in Council District 1. The proposed Project includes the construction of a mixed-use hotel and apartment building with ground floor retail space with one hundred (100) hotel guest rooms and one hundred (100) apartment dwelling units. The Project previously demolished six (6) dwelling units and is currently under construction. Per the LAMC 12.33, Non-subdivision projects pay the required Park Fee prior to the issuance of the Certificate of Occupancy. Under the current Non-subdivision Park Fee rate, Building Permit No. 18010-10000-05982 owes Six Hundred Sixty Two Thousand, Seven Hundred Ninety Four Dollars (\$662,794.00). If the fee is not paid by July 1, 2022, the fee will be subject to recalculation.

The owner of Building Permit No. 18010-10000-05982 submitted a request for recreation credit for privately accessible recreational amenities in the form of a 1,667 square feet third floor outdoor courtyard that includes a permanent bench, planters and built-in barbeques.



Honorable City Council
March 2, 2022
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If you have any questions with regard to this matter, please contact Ms. Meghan Luera, Management Analyst , Planning, Maintenance and Construction Branch, at (213) 202-2669.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

A handwritten signature in blue ink that reads "Takisha Sardin". The signature is fluid and cursive, with the first name "Takisha" and last name "Sardin" clearly legible.

TAKISHA SARDIN
Acting Commission Executive
Assistant II

Attachments: Board Report No. 22-034

cc: Meghan Luera, Management Analyst , Planning, Maintenance and Construction Branch

APPROVED

FEB 17 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-034

DATE February 17, 2022

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BUILDING PERMIT NO. 18010-10000-05982 – 2020 NORTH BARRANCA STREET – APPROVAL OF PRIVATELY ACCESSIBLE RECREATION CREDIT PER LOS ANGELES MUNICIPAL CODE SECTION 12.33 – APPROVAL OF COVENANT AND AGREEMENT AND OPERATION AND MAINTENANCE AGREEMENT

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>for</i> C. Santo Domingo	<i>DF</i> _____
J. Kim	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the Park Fee recreation credit in the amount of \$40,452.14 for privately accessible amenities per the provisions of Los Angeles Municipal Code Section 12.33 for Building Permit No. 18010-10000-05982 (Project), as described in the Summary of this Report;
2. Authorize Department of Recreation and Parks (RAP) Staff to execute the Covenant and Agreement Regarding Park and Recreational Facilities (C&A) and Private Accessible Park and Recreational Facility Operation and Maintenance Agreement (O&M), as shown in Attachment 1;
3. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Ordinance 184,505 (Parks Dedication and Fee Update Ordinance) became effective on January 11, 2017. Ordinance 184,505 requires most residential projects that create new dwelling units or joint living and work quarters to dedicate land or to pay a fee in-lieu (Park Fee) for the purpose of developing park and recreational facilities. Residential projects that propose one or more additional dwelling units are subject to these requirements unless they meet one of the exceptions listed in LAMC Section 12.33 C.3 (e.g. certain affordable housing units and secondary dwelling units may be exempt from any requirement to pay a fee).

BOARD REPORT

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Building Permit No. 18010-10000-05982 (Project) is a Non-subdivision project located at 2020 North Barranca Street in Council District 1. The proposed Project includes the construction of a mixed-use hotel and apartment building with ground floor retail space with one hundred (100) hotel guest rooms and one hundred (100) apartment dwelling units. The Project previously demolished six (6) dwelling units and is currently under construction. Per the LAMC 12.33, Non-subdivision projects pay the required Park Fee prior to the issuance of the Certificate of Occupancy. Under the current Non-subdivision Park Fee rate, Building Permit No. 18010-10000-05982 owes Six Hundred Sixty Two Thousand, Seven Hundred Ninety Four Dollars (\$662,794.00). If the fee is not paid by July 1, 2022, the fee will be subject to recalculation.

The owner of Building Permit No. 18010-10000-05982 submitted a request for recreation credit for privately accessible recreational amenities in the form of a 1,667 square feet third floor outdoor courtyard that includes a permanent bench, planters and built-in barbeques.

Per LAMC 12.33 H.2, the following requirements must be met in order to be eligible for privately accessible recreation credit:

- Each facility is available for use by all the residents of the residential development.
- The area and the facilities satisfy the recreation and park needs of the residential development so as to reduce the need for public recreation and park facilities to serve the project residents.
- The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35 percent of the calculated requirement for the park and recreation impact fee.
- Private park and recreational facilities shall include a variety of active and passive amenities, as determined by the Department of Recreation and Parks.
- The private ownership and maintenance of the facilities shall be adequately provided for by written agreements.
- The use of the private facilities, whether publicly or non-publicly accessible, is restricted for park and recreational purposes by recorded covenants acceptable to the Department of Recreation and Parks which run with the land and which cannot be defeated or eliminated without the consent of the City Council.

The following areas are not eligible for recreation credit:

- Yards, court areas, setbacks and other open space areas that are required to be maintained by the City's Municipal Code, specific plan or any other planning document are not eligible for credit.
- Common open space and/or private open space required by the City's Municipal Code, specific plan(s), or any other planning document, such as those included in LAMC Section 12.21.

LAMC 12.33 H.2.d states, "Credit shall be granted, dollar for dollar, for any recreational and park impact fees required to be paid for the property pursuant to this Section, as determined by the

BOARD REPORT

PG. 3 NO. 22-034

Department of Recreation and Parks. The cost and subsequent credit should bear a reasonable relationship to an independent assessment of the construction cost for the facility, such as the estimates provided by RSMeans Building Construction Cost Data or similar.”

RAP staff reviewed and confirmed the value of the third level outdoor courtyard using RSMeans Building Construction Cost 2021 data, as provided by the owner. The value of the third level outdoor courtyard per RSMeans Building Construction Cost 2021 is Forty Thousand, Four Hundred Fifty Two Dollars and Fourteen Cents (\$40,452.14).

The Covenant and Agreement and Operation and Maintenance Agreement, as shown in Attachment 1, requires that the third level courtyard be open and available to all the residents of the development for the life of the Project and that the area be maintained and operable with the guidelines set forth in the Operation and Maintenance Agreement.

Upon approval of this Report, the C&A and O&M can be executed by RAP. Once the C&A and required attachments are recorded with the Los Angeles County Assessor's Office, then the Project will be credited Forty Thousand, Four Hundred Fifty Two Dollars and Fourteen Cents (\$40,452.14) in Park Fee recreation credit.

Should the owner default on any of the provisions set forth in the C&A or O&M, RAP Staff will notify the owner and provide an opportunity to cure. Should the owner fail to cure within the specified time period, then RAP will demand payment of the entire credited amount and the aforementioned agreements will be terminated.

ENVIRONMENTAL IMPACT

At its meeting of July 10, 2019, the East Los Angeles Area Planning Commission found, based on the independent judgment of the decisionmaker, after consideration of the whole of the administrative record, that the environmental impact of the project was assessed in the Cornfield Arroyo Seco Specific Plan Environmental Impact Report (EIR), No. ENV-2009-599-EIR, SCH No. 2009031002, certified on June 28, 2013; and pursuant to California Environmental Quality Act (CEQA) Guidelines 15162 and 15164, and the Addendum dated May 1, 2019, no major revisions were required to the EIR and no subsequent EIR or negative declaration was required for approval of the project.

RAP Staff found that the proposed Covenant Agreement does not change the physical characteristics of the project, that the circumstances in which the project is being undertaken have not changed since the certification of the EIR and that no new information has emerged. Therefore, pursuant to California Public Resources Code (PRC) Section 21166, and Sections 15162 and 15164 of California CEQA Guidelines, no additional CEQA action is required.

BOARD REPORT

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FISCAL IMPACT

The approval of this Report will have no fiscal impact on RAP's General Fund.

Any costs for the implementation and enforcement of this Report and the agreement are anticipated to be paid for by the Park Fees Admin Account.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The privately accessible area will provide recreational amenities to the residents of the development and will reduce the impact on the existing park system.

This report was prepared by Meghan Luera, Management Analyst, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Covenant and Agreement Regarding Park and Recreational Facilities and Private Accessible Park and Recreational Facility Operation and Maintenance Agreement

ATTACHMENT 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DOCUMENT
TO:

Department of Recreation and Parks
221 N. Figueroa Street, Suite 400
Los Angeles, CA 90012

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

COVENANT AND AGREEMENT REGARDING PARK AND RECREATIONAL FACILITIES (NON-PUBLIC)

The undersigned, Barranca Studios LP, a Delware Limited Partnership ("Owner"), hereby certifies that it is the owner of that certain real property located in the City of Los Angeles, County of Los Angeles, State of California, located at 2020 Barranca Street, Los Angeles, CA 90031 and more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (the "Property").

In consideration of Owner's receipt of credits granted by the City of Los Angeles ("City"), acting by and through its Department of Recreation and Parks ("Department"), in the amount of \$ 40,452.14 (the "Non-Public Park Fees Credit") toward the recreational and park impact fees otherwise required to be paid by Owner pursuant to Los Angeles Municipal Code Section 12.33 (the "Park Fees") in connection with Owner's residential development (Building Permit Number: 18010-10000-05982) (the "Project"), Owner hereby promises, covenants and agrees to and for the benefit of the City and the Department as follows:

1. Owner shall design, construct and install, at Owner's sole cost, those certain non-public park and recreational facilities, amenities and areas, totaling approximately 1,667 square feet (collectively, the "Non-Public Park Facilities"), at the Property in accordance with the plans marked as A053, A053-A, A053-B and the specifications set forth in the recreation credit cost estimate sheet marked as Sheet 1, Sheet 2, each of which are attached hereto as **Exhibit B** and by this reference incorporated herein (collectively, the "Non-Public Park Plans"). Any changes to the Non-Public Park Plans shall require the prior written approval of the Department. Prior to the issuance of the Certificate of Occupancy for the first dwelling units of the Project, Owner must obtain written confirmation from the Department that the Non-Public Park Facilities have been installed at the Property in accordance with the Non-Public Park Plans.
2. Owner shall maintain, at Owner's sole cost, the Non-Public Park Facilities in accordance with the operation and maintenance agreement attached hereto as **Exhibit C** and by this reference incorporated herein (the "Maintenance Agreement"). Any changes to the Maintenance Agreement shall require the prior written approval of the Department.
3. The use of the Non-Public Park Facilities shall be restricted to park and recreational purposes only.
4. The Non-Public Park Facilities shall be available and accessible for use by all of the residents of the Project and with no discrimination of access between the residents of the Project.

In the event that any of the foregoing covenants and agreements are not satisfied or are violated, the required Park Fees will become immediately due and payable and Owner shall pay an amount equal to the Non-Public Park Fees Credit to the Department within thirty (30) days of receipt of a written demand from the Department.

This Covenant and Agreement Regarding Park and Recreational Facilities (Non-Public) (this "Covenant"), and all obligations, covenants and agreements set forth herein, shall run with the Property and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in full force and effect until the Los Angeles City Council approves the termination hereof. This Covenant is for the benefit of the City and the Department.

Owner hereby represents and warrants to City that (i) Owner is legally authorized (and has obtained all necessary consents, if any, from third parties such as consents from lienholders, if applicable) to enter into and record this Covenant, and (ii) this Covenant is duly authorized, executed and delivered by Owner and is a valid and enforceable obligation of Owner.

OWNER'S NAME: (Print/Type) _____

SIGNATURE OF OWNER:
_____(sign)

SIGNATURES OF TWO OFFICERS REQUIRED FOR A CORPORATION

SIGNATURES: 1. _____ 2. _____(sign)

Dated this _____ **day of** _____, _____.

(Attach Additional Notary Acknowledgements As Necessary)

*****Space Below This Line For Department Internal Use*****

Must be approved by the Department of Recreation & Parks prior to the clearance of Certificate of Occupancy for BUILDING PERMIT NO. 18010-10000-05982

APPROVED BY _____ **SIGNATURE** _____ **DATE:** _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Exhibit A

Legal Description of Property

[see attached]

EXHIBIT A

LEGAL DESCRIPTION

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

APN: [5447-014-029](#); 5447-014-030; 5447-014-031; 5447-014-032; 5447-014-033; 5447-014-034

Parcel A:

Lot 1 in Block "E" of the Subdivision of City Lands in East Los Angeles and the Arroyo Seco, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page 1](#) of Miscellaneous Records, in the Office of the County Recorder of said County.

Except that portion thereof, dedicated for Hayden Street by Los Angeles City Ordinance No. 1148, New Series, approved December 14, 1891.

Parcel B:

Lot 2 in Block "E" City Lands in East Los Angeles, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page 1-4](#) of Miscellaneous Records, in the Office of the County Recorder of said County.

Parcel C:

Lot 3, Block "E" of Subdivision of City Lands in East Los Angeles, and the Arroyo Seco, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page 1](#), Miscellaneous Records of said County.

Parcel D:

Lot 4 in Block "E" of the Subdivision of City Lands in East Los Angeles and the Arroyo Seco, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page 1](#) of Miscellaneous Records, in the Office of the County Recorder of said County.

Except that portion thereof, dedicated for Hayden Street by Los Angeles City Ordinance No. 1148, New Series, approved December 14, 1891.

Parcel E:

That portion of lot 7, in Block "E" of the Subdivision of City Lands in East Los Angeles and the Arroyo Seco, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page\(s\) 1 through 4](#) inclusive of Miscellaneous Records, in the Office of said County, bounded as follows:

Bounded on the Northeast by the Northeasterly line of said Lot 7, bounded on the Southeast by the Southeasterly line of said Lot 7, and bounded on the Northwest by the South line of Barranca Street (formerly Hayden Street) 60 feet wide as shown on Hayden Street Tract, as per Map recorded in [Book 59, Page 89](#) of Miscellaneous Records.

Parcel F:

Lot 8, in Block "E" of the Subdivision of City Lands in East Los Angeles and the Arroyo Seco, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page\(s\) 1 through 4](#) inclusive of Miscellaneous Records, in the Office of the County Recorder of said County.

Except therefrom that portion of said land lying within the lines of the land described in the final decree of condemnation entered in the Los Angeles County Superior Court Case Mo. 71131, a Certified Copy of

which was recorded October 29, 1917 as [Instrument No. 88](#) of Official Records of said County.

Also except therefrom that portion of said land lying within the lines of Barranca Street (formerly Hayden Street) 60 feet wide as shown on Hayden Street Tract, as per Map recorded in [Book 59, Page 89](#) of Miscellaneous Records.

Parcel G:

Lot 9, in Block "E" of the Subdivision of City Lands in East Los Angeles and the Arroyo Seco, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in [Book 28, Page\(s\) 1 through 4](#) inclusive of Miscellaneous Records, in the Office of the County Recorder of said County.

Except therefrom that portion of said land lying within the lines of the land described in the final decree of condemnation entered in the Los Angeles County Superior Court Case No. 71131, a Certified Copy of which was recorded October 29, 1917 as Instrument No. 68 of Official Records of said County.

APN: 5447-014-029, 5447-014-030, 5447-014-031, 5447-014-032, 5447-014-033, and 5447-014-034
(End of Legal Description)

THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.

Exhibit B

Non-Public Park Plans

[see attached]

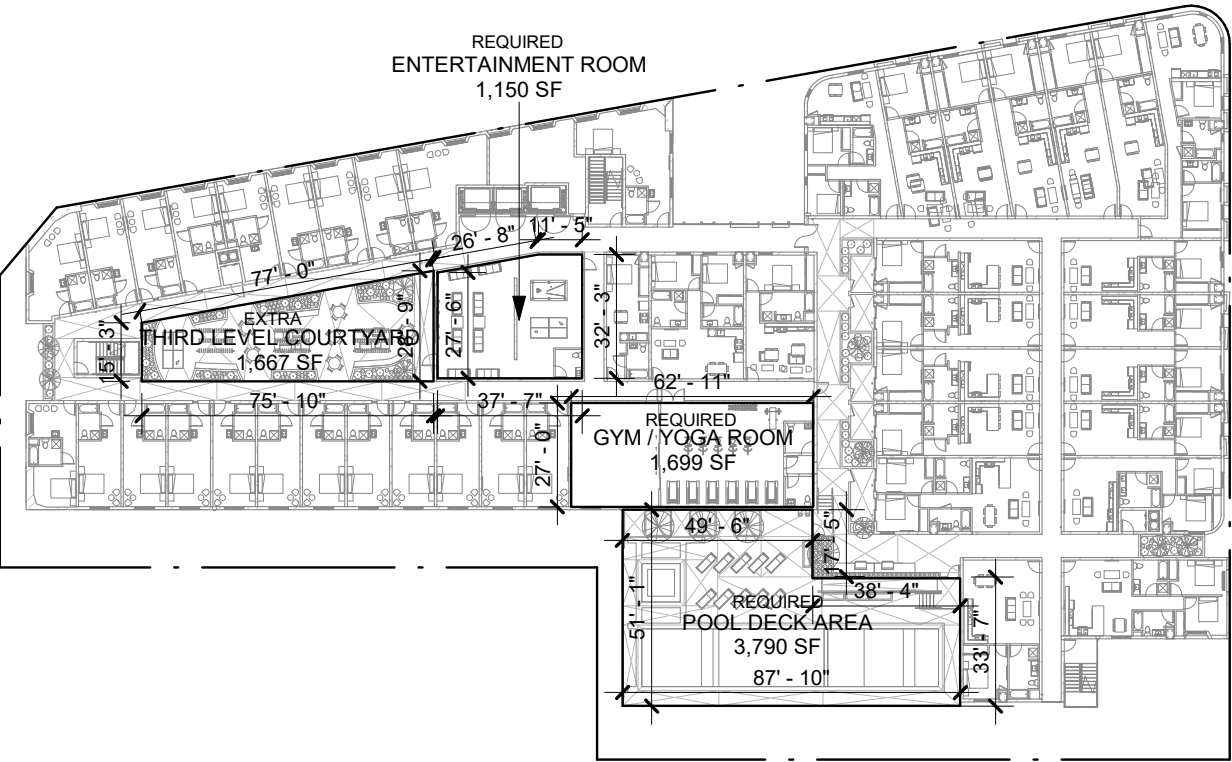
EXHIBIT B

2020 N. BARRANCA STREET, LA, CA 90031

BUILDING PERMIT NUMBER: 18010-10000-05982				SHEET # 1 of 2
SUMMARY TABLE AND PROJECT OVERVIEW				
Area		Description		Credit Amount
3rd Level		3rd level courtyard I	A053b	\$40,452.14
Recreation Credit Total:				\$40,452.14
The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35% of the calculated				
requirement for the park and recreation impact fee or land dedication. LAMC 12.33.H.2(a)				

BUILDING PERMIT NUMBER: 18010-10000-05982				SHEET # 2 of 2					
RECREATIONAL AMENITY: 3rd Level Courtyard I				EXHIBIT/SHEET REFERENCE: SHEET A053, A053a, A053b					
Per RSMeans 2021 Cost Estimates									
Line Number	Description	QTY	UNITS	MATERIAL	LABOR	EQUIPMENT	Sub Contract	Estimated Total	
03 11 13.35 2050	C.I.P. concrete forms, elevated slab, flat slab with drop panels, to 15' high, 2 use, includes shoring, erecting, bracing, stripping and cleaning	1667	SF	\$6,201.24	\$8,418.35	\$0.00	\$0.00	\$14,619.59	
03 31 13.35 0350	Structural concrete, ready mix, heavyweight, 4500 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	72	CY	\$9,576.00	\$0.00	\$0.00	\$0.00	\$9,576.00	
03 31 13.70 1600	Structural concrete, placing, elevated slab, pumped, over 10" thick, includes leveling (strike off) & consolidation, excludes material	72	CY	\$0.00	\$1,213.20	\$191.52	\$0.00	\$1,404.72	
03 35 13.30 0150	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating	1667	SF	\$0.00	\$1,066.88	\$0.00	\$0.00	\$1,066.88	
Subtotal				\$15,777.24	\$10,698.43	\$191.52	\$0.00	\$26,667.19	
								\$2,533.38	
			Estimate Subtotal					\$29,200.57	
			LA Cost Adjustment @ 1.18						
Adjusted Cost (Los Angeles)								\$34,456.68	
				(01 11 31.10 0060)		4.90%		\$1,688.38	
			Costruction Management		(01 11 31.20 0350)		4%	\$1,378.27	
			Permit		(01 41 26.50 0100)		2%	\$689.13	
			Engineering Fees		(01 11 31.30 0800)		2.50%	\$861.42	
			Grading (if applicable)				2%	\$689.13	
			Survey				2%	\$689.13	
Grand Total								\$40,452.14	

A053 OPEN SPACE DIAGRAMS
OVERALL PLAN
18010-10000-05982



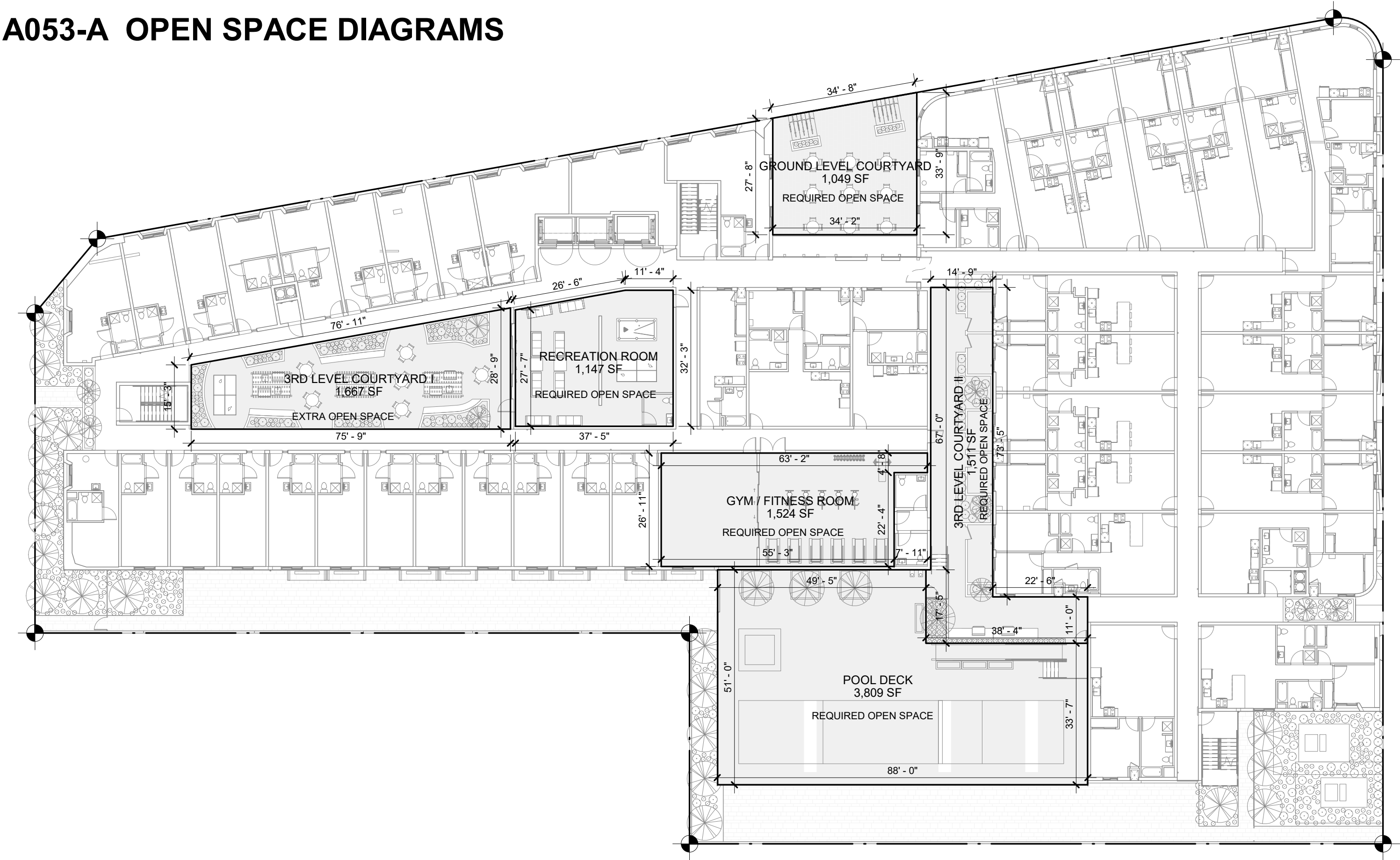
OPEN SPACE DIAGRAM - THIRD LEVEL ②
1" = 50'-0"



OPEN SPACE DIAGRAM - GROUND LEVEL ①
1" = 50'-0"

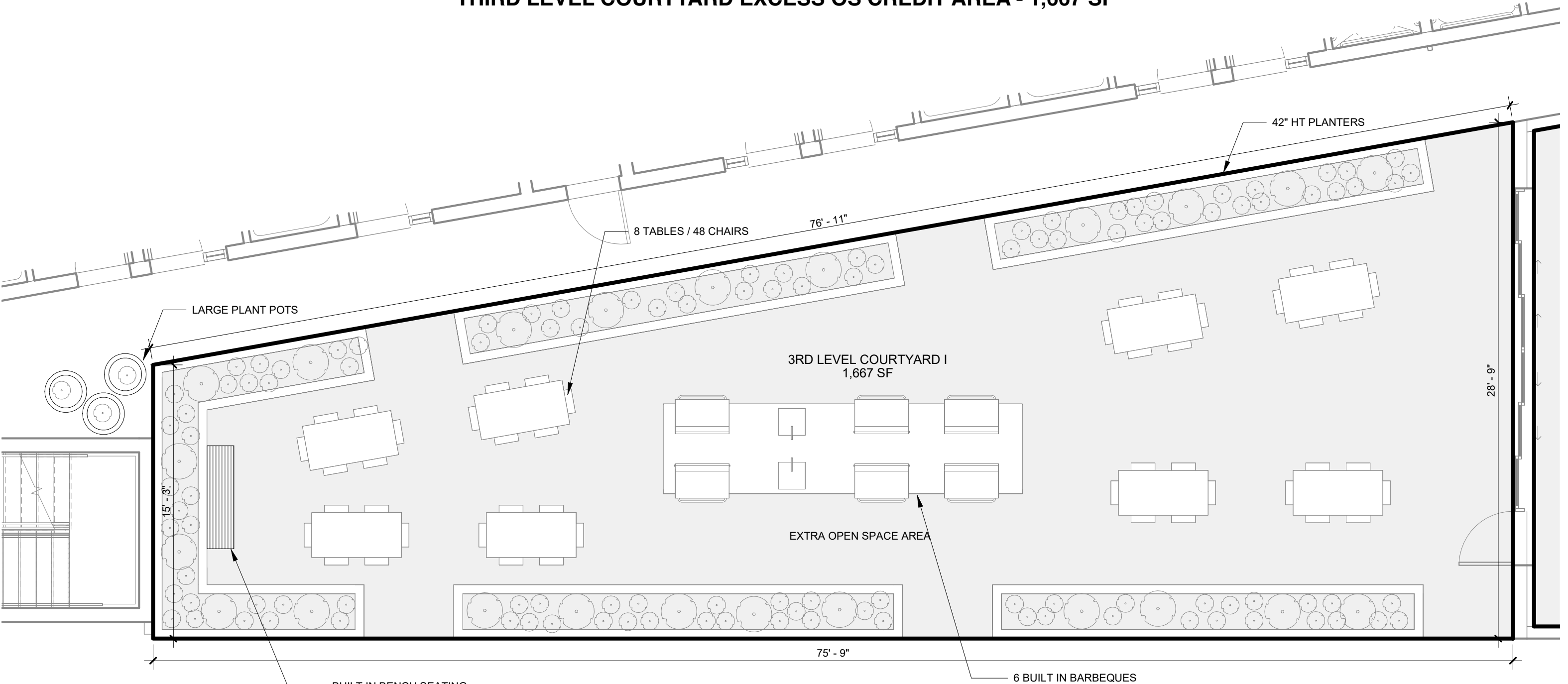
OPEN SPACE CALCULATIONS	
DESCRIPTION	AREA
REQUIRED AREA	5,407 SF
PROVIDED AREA	7,864 SF
EXTRA AREA	1,667 SF

A053-A OPEN SPACE DIAGRAMS



A053-B OPEN SPACE DIAGRAMS

THIRD LEVEL COURTYARD EXCESS OS CREDIT AREA - 1,667 SF



Note: Tables, chairs and large plant pots are for illustrative purposes only.

Exhibit C

Maintenance Agreement

[see attached]

PRIVATELY ACCESSIBLE PARK AND RECREATIONAL FACILITY
OPERATION AND MAINTENANCE AGREEMENT

THIS PRIVATELY ACCESSIBLE PARK FACILITY OPERATION AND MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into as of _____, 2021, by and between Barranca Studios LP ("**Developer**"), and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the BOARD OF RECREATION AND PARK COMMISSIONERS (the "**City**").

Developer is the owner of that certain real property ("**Site**") located at the 2020 North Barranca Street in the City of Los Angeles, State of California.

A condition of Building Permit No. 18010-10000-05982 is the payment of the in-lieu Non-Subdivision Park Fees to the Department of Recreation and Parks ("**RAP**") Park fees, as required by LAMC §§ 12.33 and in the total amount of \$662,794.00 ("**Developer's Park Fees**")

Developer shall provide a third level outdoor courtyard for the use of the residents. These recreational facilities are in excess of the development's open space requirements per the LAMC §§ 12.33 H.2.e. The privately owned privately accessible recreational facilities ("**Private Recreational Amenities**") pursuant to plans and recreation credit exhibits approved by the Board of Recreation and Park Commissioners ("**RAP Board**") are shown in Exhibit C.1. The Private Recreational Amenities shall be accessible for use by the all the residents of the development at all times.

Building Permit No. 18010-10000-05982 received \$40,452.14 in recreation credit for the Private Recreational Amenities towards the Developer's Park Fees consistent with the provisions of LAMC §§ 12.33 H.2. Pursuant to LAMC §§ 12.33 H.2.f.1 the Developer and RAP have entered into this Agreement whereby Developer agrees to operate and maintain the Private Recreational Amenities for the life of the development as follows:

Section 1. Maintenance and Operation of Private Recreational Amenities.

(a) Maintenance Guidelines and Standards. Developer (so long as it is the owner of all or a portion of the Project and a homeowner's association has not been formed), the homeowners' association, or other ownership body of the Project (such entity as applicable), shall cause the Private Recreational Amenities to be open and accessible to the all residents of the development, without discrimination, and maintained and operated in a clean and safe condition. Developer agrees that the Private Recreational Amenities shall be maintained and operated in accordance with the guidelines and standards set forth in this Agreement.

(b) The Private Recreational Amenities Improvements, as shown on Exhibit C.1 and attached hereto, shall not be modified or removed without the prior written approval of RAP Board.

(c) Operation of Private Recreational Amenities. The Private Recreational Amenities shall be operated and maintained by Developer, and its successors and assigns, as a third level

outdoor courtyard and shall be open and accessible for use by the all the residents without discrimination.

(1) Developer shall install and pay all charges associated with the installation and use of any electricity, natural gas, sewer, water, or other utility services, as well as pay all fees and obtain all permits for said services.

Section 2. Maintenance Standards and Guidelines for Private Recreational Amenities

- A. Scope of Work: Furnish all supervision, labor, materials, equipment and transportation needed to maintain the Private Recreational Amenities in accordance with all of the applicable guidelines in this document and to a standard of quality equivalent to that cited in nearby City parks as indicated by staff of the Department of Recreation and Parks. All work and workers shall comply with applicable federal, state, and local laws. Maintenance activity shall include the following:
 - 1. Landscape planting and an irrigation system
 - 2. Pavement cleaning and repair (if applicable)
 - 3. Trash pick-up and graffiti abatement
 - 4. Site lighting
 - 5. Site or amenity furnishings as indicated in the design plan.
- B. Work Force: The park maintenance supervisor or contractor shall be experienced in landscape maintenance and shall have training in ornamental horticulture. Workers are to be personably presentable at all times on site.
- C. Materials: All materials used shall be of high quality and compatible with those used to develop the Private Recreational Amenities. The L.A. County Agricultural Commissioner's Office must be given a list of the control chemicals used. Any maintenance supervisor or contractor shall also provide the City Department of Recreation and Parks, as requested, a copy of the record of fertilizers, herbicides, insecticides, fungicides and other materials used at the Private Recreational Amenities. Records shall indicate the dates, type and amount applied and the person making the application. All waste products must be legally disposed off-site.
- D. General Tree and Shrub Care: Maintain trees, vines and shrubs in a healthy growing condition by performing all necessary operations including the following:
 - 1. Watering: Plants shall not be watered until a moisture check has been made of representative plants in the landscape. Use a probe or other tool to check the moisture in the root ball as well as the soil surrounding the root ball. Use mulches to reduce evaporation and the frequency of watering. Maintain a large enough water basin around plants so that enough water can be applied to irrigate the major root zone. In the rainy season, open the edge of the basins to allow surface drainage away from the root crown so that excess water shall not accumulate. Plants in terra cotta or other planters, if any, shall be watered manually.

2. Pruning Trees:
 - a. All pruning shall be performed under supervision of a certified arborist. Pruning standards shall conform to ISA standards specified in the Urban Forest Program of the City Department of Recreation and Parks. Prune trees (1) to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached and that have vertical spacing from 18 to 48 inches and radial orientation so as to not overlay one another; (2) to eliminate diseased or damaged growth; (3) to eliminate narrow, V-shaped branch forks that lack strength; (4) to reduce toppling and wind damage by thinning out crowns; (5) to maintain growth within space limitations; (6) to maintain a natural appearance; (7) to balance the surface of the crown with the roots.
 - b. Do not strip off the lower branches of young trees so as to increase the distance of the lowest branches from the ground. Lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible in order to promote caliper or tapered trunk growth. Lower branches can be cut flush with the trunk only after the tree can remain erect without staking or other support.
 - c. Evergreen trees shall be thinned and shaped when needed to prevent wind and storm damage.
 - d. The primary pruning of deciduous trees shall be done during the dormant season.
 - e. Damaged or diseased trees or those that constitute safety hazards may be pruned at any time of the year. All pruning cuts shall be made to lateral branches or to buds or flush with the trunk. Do not leave "stubs". Use "tree seal" for all cuts of 1 inch or larger in diameter.
3. Pruning Shrubs and Vines: The objectives of shrub and vine pruning are the same as those for trees. Shrubs and vines shall be trimmed or clipped as needed to maintain a desirable shape.
4. Trees, vines and shrubs shall be checked for possible pruning once per month. All green waste products shall be legally disposed off-site and recycled in a "green waste" container.
5. Staking and Guying: When trees attain a trunk caliper of 4", consider removing existing stakes and guy wires or ties. If the trees are still unstable, consider replacing them. Stakes and guys are to be inspected at least twice per year to prevent the girdling of trunks or branches and to prevent rubbing that causes bark wounds. Eye screws in specimen tree trunks are preferred to protective, looped wire and hose.
6. Weed Control: Keep basins and areas between plants free of weeds. This will reduce damage to tree trunks and roots by mowing machinery and by excess water accumulation. Use only recommended, legally approved herbicides to control growth in these open areas. Avoid frequent soil cultivation that destroys shallow roots and breaks the seal of pre-emergent herbicides. Great care must be used when applying systematic herbicides so as not to damage plantings. Any plantings destroyed must be replaced with material of the same specific type

and size (if practical) as the dead plantings within a four-week period or when (seasonally) recommended in accordance with accepted horticultural practices. Weeds with spreading underground rootstock must be hand dug to remove all of the invading roots. All green waste products shall be legally disposed off-site and preferably recycled in a "green waste" container.

7. Fertilizing and Spraying

- a. Apply fertilizer for shrubs and ground cover with a formula of at least 18-8-4 two times a year between early spring and early fall at the rate of 10 lbs. per 1,000 sq. ft. Lawns shall be fertilized with a formula of 16-6-8, or approved equivalent, every three months at the rate of 8 lbs. per 1,000 sq. ft. Slow-release fertilizer may also be used per manufacturer's specifications if a good, healthy, vigorous growth and good color are maintained.
- b. Apply insecticides and slug/snail controls as needed to protect plant material.
- c. Apply the proper fungicide, herbicide and pesticide for the control of pests, weeds and plant diseases. Also treat cuts and breaks on tree surfaces.
- d. Chemicals and insecticides used shall conform to standards of the City Department of Recreation and Parks. Prior to use, the Forestry Division must be made aware and approve use of any chemicals and/or insecticides. The Forestry Division may be contacted at (213)-485-4826. Roundup shall not be used at any time.

E. Ground Cover Care:

1. Control weeds with pre-emergent, weed herbicides and hand weeding. Avoid damaging plantings.
2. Apply 4 lbs. pounds of actual nitrogen per 1,000 sq. ft. in two to four applications during the first year of a new planting or if the ground cover is nitrogen starved. One application shall be in the early spring when growth begins. Reduce the application to 3 lbs. of actual nitrogen per 1,000 sq. ft. in the following years or as needed to maintain vigorous growth and good color. Complete, tri-formula fertilizers are not desired unless a soil test shows specific nutrient deficiencies.
3. Water enough so that that moisture penetrates throughout the root zone and only as frequently as necessary to maintain healthy growth.
4. A cleared circle 18" to 24" in diameter shall be maintained at the base of trees to reduce competition for nutrients by ground cover. A cleared circle 12" to 18" in diameter shall be maintained at the base of palms.
5. Edge the ground cover to keep it in bounds and trim tip growth as needed to achieve an overall even appearance. Great care should be taken not to damage adjacent plantings when mowing. The debris generated must be legally disposed off-site and preferably recycled in a "green waste" container.

6. Control rodents, insects and diseases as necessary, using legally approved materials.
7. Replace dead and missing plants. Plantings shall be replaced within a month. All replacements shall be the same specific types and, if possible, sizes as the plantings. All dead plants shall be legally disposed of off-site and recycled in a "green waste" container.

F. Lawn Care:

1. Lawns shall be kept weed free.
2. Mowing and edging: Mow, edge and trim lawns weekly or as required to maintain an even, well-groomed appearance.
3. Renovation: Renovate lawns occasionally by using a vertical mower to reduce thatch-like undergrowth and encourage new growth.
4. Excess lawn clippings shall not be left on the grass and shall be legally disposed of off-site and preferably recycled in a "green waste" container.

G. Vine Care:

1. Pruning
 - a. Vines and espalier plants shall be checked and re-tied as required.
 - b. Do not use nails to secure vines.
 - c. Prune all vines annually using accepted horticultural practices.
 - d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.
2. Apply 1/4 lb. of a formula 10-10-5 fertilizer at least twice a year to each vine.
3. Water as necessary to provide optimal growth.

H. Irrigation Systems:

1. Check and adjust sprinkler valves and heads as needed.
2. Program or reprogram the irrigation controller as needed.
3. The irrigation system shall be kept in good working order and condition. Any damage to the irrigation system caused by any person other than an employee of the City shall be repaired by Developer at no cost to the City. Repairs shall be made within one watering period.
4. Faulty electrical controllers shall be replaced as soon as possible.
5. In late winter, check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads shall be adjusted as needed for unimpeded coverage.

6. Set and program automatic controllers for seasonal water requirements. The watering schedule shall be arranged so as not to interfere with the use of the Private Recreational Amenities.
7. An accurate, up-to-date log shall be maintained of all irrigation repairs with the date and nature of the repair. The log shall be made available to the City for inspection, upon request.

I. Paving:

1. Keep all paved areas free from foreign matter, waste and trash on a daily basis. Concrete walks and unit paver areas shall be steam cleaned as needed but at least twice a year.
2. All paved areas shall be cleaned of debris caused by maintenance operations or silting.
3. Keep cracks in walks or along paved areas free from plant growth.
4. Drains: All subsurface drains shall be periodically flushed with clean water to avoid the accumulation of silt and debris. Keep all inlets to subsurface drains clear of leaves, paper and other debris to ensure the unimpeded passage of water.
5. Patch, repair or replace damaged paving as necessary to keep the area safe and suitable for children at play.
6. Do not use gas blowers per City Ordinance.

J. Trash Pick-up:

1. Pick-up litter throughout the Private Recreational Amenities and empty trash containers at least once per day. Legally dispose of all trash off-site.

K. Site Lighting:

1. Maintain site lighting in accordance with the Private Recreational Amenities' design plans.
2. Replace any lighting equipment, fixtures and infrastructure as needed to ensure site lighting remains functional.
3. Repair and replace damaged poles and luminaries within 72 hours.

L. Site Furnishing:

1. Clean and wipe benches as often as needed to keep them clean and tidy but no less than once a week. Maintain all site furnishings in a clean condition, including but not limited to drinking fountains, play equipment, seating, bollards, pergolas, gateways and trash containers
2. Repair or replace worn or damaged furnishings.

M. Debris Removal:

1. All debris accumulated as a result of maintenance operations shall be removed from the site and disposed of in a lawful manner.
2. All paper and litter shall be removed from the site on a daily basis. Fallen leaves, twigs, etc., shall be removed daily and recycled in a "green waste" container.

N. Graffiti Removal and Vandalism: All graffiti shall be removed from the Private Recreational Amenities within two days of its coming to the notice of maintenance personnel. Damage from vandalism shall be repaired as quickly as is practicable. In the instance of a disagreement between RAP and Developer over practicability, RAP's schedule for repairs of damage from vandalism shall control.

O. Corrective Action:

1. Weed control - Corrective action shall be made within five working days of receipt of a complaint.
2. Plant Material Pruning - Within the limitations of these guidelines, corrective action on complaints shall be made within five working days of the receipt of a complaint.
3. Plant Material Replacement - Dead and missing plants shall be promptly replaced, including damage due to any contractor's negligence, at no charge to the City. Wherever possible, plantings shall be replaced within two weeks. All replacement material shall be of the same specific types and, where reasonably feasible, of the same sizes as the ones destroyed.
4. Site Furnishing and Fixtures – Corrective action shall be made within thirty working days within receipt of complaint to repair or replace all site furnishing and fixtures that are required to be provided for the benefit of the public per the Private Recreational Amenities' plan

P. Other Equipment:

Unless otherwise indicated herein, other Private Recreational Amenities equipment shall be maintained in accordance with manufacturers' warranties, manuals, and product specifications.

Q. Licenses, Taxes and Bonds: Any landscaping contractor operating at the Private Recreational Amenities must have a C-27 State Landscape Contractor's License if any single project consists of more than \$250 of replacement landscaping. Any landscaping or maintenance contractor shall obtain all licenses required by applicable federal, state, and local laws. The contractor shall pay all applicable taxes, including sales taxes, on all materials supplied.

Section 3 Developer's Reporting Obligations.

1. Initial Report: Not later than six months following the issuance of Certificate of Occupancy for the Development, Developer shall prepare an initial report to City regarding use of the Private Recreation Amenities by the public and confirming satisfaction of Developer's obligations under this Agreement. This report shall

include, but not be limited to: (i) the approximate number of visitors to the Private Recreation Amenities, (ii) the status of any safety or security issues at the Private Recreation Amenities, (iii) the status of any fire, building and safety, or health code violation that impacts the Private Recreation Amenities and (iv) any improvements made to the Private Recreation Amenities.

2. Annual Report: Following the initial six month report, the Developer shall provide an annual report due on August 1st, which shall cover the reporting period of July 1st to June 30th. Developer shall prepare an annual report to City regarding use of the Private Recreation Amenities by the public and confirming satisfaction of Developer's obligations under this Agreement. This report shall include, but not be limited to: (i) the approximate number of visitors to the Private Recreation Amenities, (ii) the status of any safety or security issues at the Private Recreation Amenities, (iii) the status of any fire, building and safety, or health code violation that impacts the Private Recreation Amenities and (iv) any improvements made to the Private Recreation Amenities.

Section 4 Inspections. City shall have the right to inspect the premises for compliance per this Agreement. Such inspections shall be coordinated with Developer, as necessary. The Developer's approval of a date and time of an inspection shall not be unreasonably withheld.

Section 5 Covenants to Run with Land. The covenants contained in this Agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns.

Section 6 Indemnification and Insurance

(a) Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, Developer shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Developer's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Developer, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

(b) Insurance. During the term of this Agreement and periodically as required during such term, Developer shall furnish CITY with evidence of insurance as attached hereto as Exhibit C.2, on an annual basis, from firms reasonably acceptable to City and approved to do such business in the State of California. Developer or any third party providing work or services under this Agreement shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an

additional insured for all required coverage(s), as applicable. Developer will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to City's Risk Manager and shall include the types and minimum limits set forth in Exhibit C.2 attached hereto and incorporated herein by reference.

Developer shall maintain all such insurance at its sole cost and expense throughout the term of this Agreement. City may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving Developer sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to Developer.

If any of the required insurance contains aggregate limits or applies to other operations of Developer outside of this Agreement, Developer shall give City written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in Developer's best judgment may diminish the protection such insurance affords City within thirty (30) calendar days of the knowledge of same. Developer shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting City's interest, Developer shall provide City at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management

200 North Main Street, Room 1240, City Hall East

Los Angeles, California 90012

Or to such address as City may specify by written notice to Developer.

Notwithstanding anything to the contrary in this Agreement, Developer's failure to procure and maintain the required insurance shall constitute a material default of this Agreement under which CITY may either (i) provide Developer five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or (ii) CITY shall pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid. Nothing herein shall limit any other remedies City may have under this Agreement for such default.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by City upon review of evidence of Developer's financial

capacity. Additionally, such programs or retention must provide City with an equivalent protection from liability.

Section 7. Termination of Agreement. This Agreement shall terminate and all covenants contained in this Agreement shall expire only upon written consent from the City.

Section 8. Amendments. This Agreement may be modified or amended by the mutual written agreement of City and Developer.

Section 9. Defaults. In the event the Private Recreational Amenities is not maintained or operated in accordance with the requirements of this Agreement or the Developer fails to meet the reporting requirements of Section 3, City shall have the right to demand payment of the previously credited Park Fees, in their entirety. If the Private Recreational Amenities are not maintained and operated as required by this Agreement, the City shall notify Developer of such failure in writing and provide Opportunity to Cure ("Notice"). All events of default must be cured within the timeframe specified in the Notice. In the event the default is not satisfactorily cured within the allotted amount of time, RAP shall provide a Notice of Default which will include the amount of Park Fees owed by the Developer that must be paid within thirty (30) days of receipt

Section 10. Notices. Any notices to be given under this Agreement shall be given in writing. Such notices may be served by personal delivery, facsimile transmission or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall be effective two (2) calendar days after the date of mailing of the same, and when served by facsimile transmission or personal delivery shall be effective upon receipt. For the purposes hereof, the address of Developer, and City to receive any such notices on its behalf, are:

City	City of Los Angeles Department of Recreation and Parks Planning Construction and Maintenance 221 North Figueroa Street, Suite 400 Los Angeles, CA 90012 Attn: Superintendent of Planning
with copies to:	Board of Recreation and Park Commissioners Department of Recreation and Parks 221 North Figueroa Street, Suite 300 Los Angeles, CA 90012 Attn: Board Secretary
Developer:	4Site Real Estate 1619 Temple Street Los Angeles, CA 90026 Attn: Jeffrey Farrington Telephone: (818) 726-4818 Email: jeff@4site.us
With copies to:	4Site Real Estate 1619 Temple Street Los Angeles, CA 90026 Attn: Bridget Wexman

Telephone: (323) 945-5158
Email: bridget@4site.us

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement with all the formalities required by law as of the date first set forth above.

"CITY"

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the BOARD OF RECREATION AND PARK COMMISSIONERS

By: _____
Name: _____
Title: President

By: _____
Name: _____
Title: Secretary

APPROVED AS TO FORM:

MICHAEL FEUER,
CITY ATTORNEY

By: _____

"DEVELOPER"

4Site Real Estate

By: Jeffrey Farrington

By: _____
Name: Jeffrey Farrington
Title: Owner

EXHIBIT "C.1"

DEPICTION OF PRIVATE RECREATIONAL AMENITIES

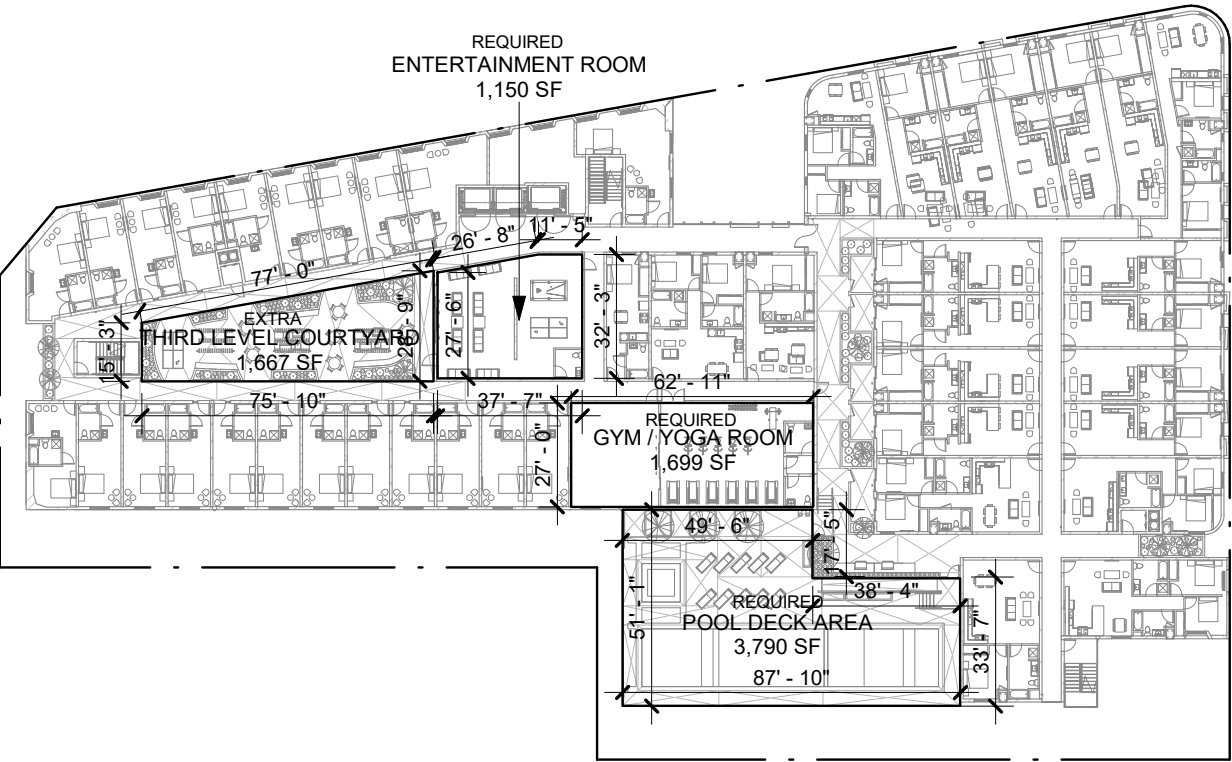
EXHIBIT C.1

2020 N. BARRANCA STREET, LA, CA 90031

BUILDING PERMIT NUMBER: 18010-10000-05982				SHEET # 1 of 2
SUMMARY TABLE AND PROJECT OVERVIEW				
Area		Description		Credit Amount
3rd Level		3rd level courtyard I	A053b	\$40,452.14
Recreation Credit Total:				\$40,452.14
The amount of credits for non-publicly accessible park and recreational facilities shall not exceed 35% of the calculated requirement for the park and recreation impact fee or land dedication. LAMC 12.33.H.2(a)				

BUILDING PERMIT NUMBER: 18010-10000-05982				SHEET # 2 of 2				
RECREATIONAL AMENITY: 3rd Level Courtyard I				EXHIBIT/SHEET REFERENCE: SHEET A053, A053a, A053b				
Per RSMeans 2021 Cost Estimates								
Line Number	Description	QTY	UNITS	MATERIAL	LABOR	EQUIPMENT	Sub Contract	Estimated Total
03 11 13.35 2050	C.I.P. concrete forms, elevated slab, flat slab with drop panels, to 15' high, 2 use, includes shoring, erecting, bracing, stripping and cleaning	1667	SF	\$6,201.24	\$8,418.35	\$0.00	\$0.00	\$14,619.59
03 31 13.35 0350	Structural concrete, ready mix, heavyweight, 4500 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	72	CY	\$9,576.00	\$0.00	\$0.00	\$0.00	\$9,576.00
03 31 13.70 1600	Structural concrete, placing, elevated slab, pumped, over 10" thick, includes leveling (strike off) & consolidation, excludes material	72	CY	\$0.00	\$1,213.20	\$191.52	\$0.00	\$1,404.72
03 35 13.30 0150	Concrete finishing, fresh concrete flatwork, floors, basic finishing for unspecified flatwork, bull float, manual float & broom finish, incl edging and joints, excl placing, striking off & consolidating	1667	SF	\$0.00	\$1,066.88	\$0.00	\$0.00	\$1,066.88
Subtotal				\$15,777.24	\$10,698.43	\$191.52	\$0.00	\$26,667.19
								\$2,533.38
								\$29,200.57
Adjusted Cost (Los Angeles)				\$34,456.68				
				(01 11 31.10 0060)	4.90%			\$1,688.38
				(01 11 31.20 0350)	4%			\$1,378.27
				(01 41 26.50 0100)	2%			\$689.13
				(01 11 31.30 0800)	2.50%			\$861.42
					2%			\$689.13
					2%			\$689.13
Grand Total				\$40,452.14				

A053 OPEN SPACE DIAGRAMS
OVERALL PLAN
18010-10000-05982



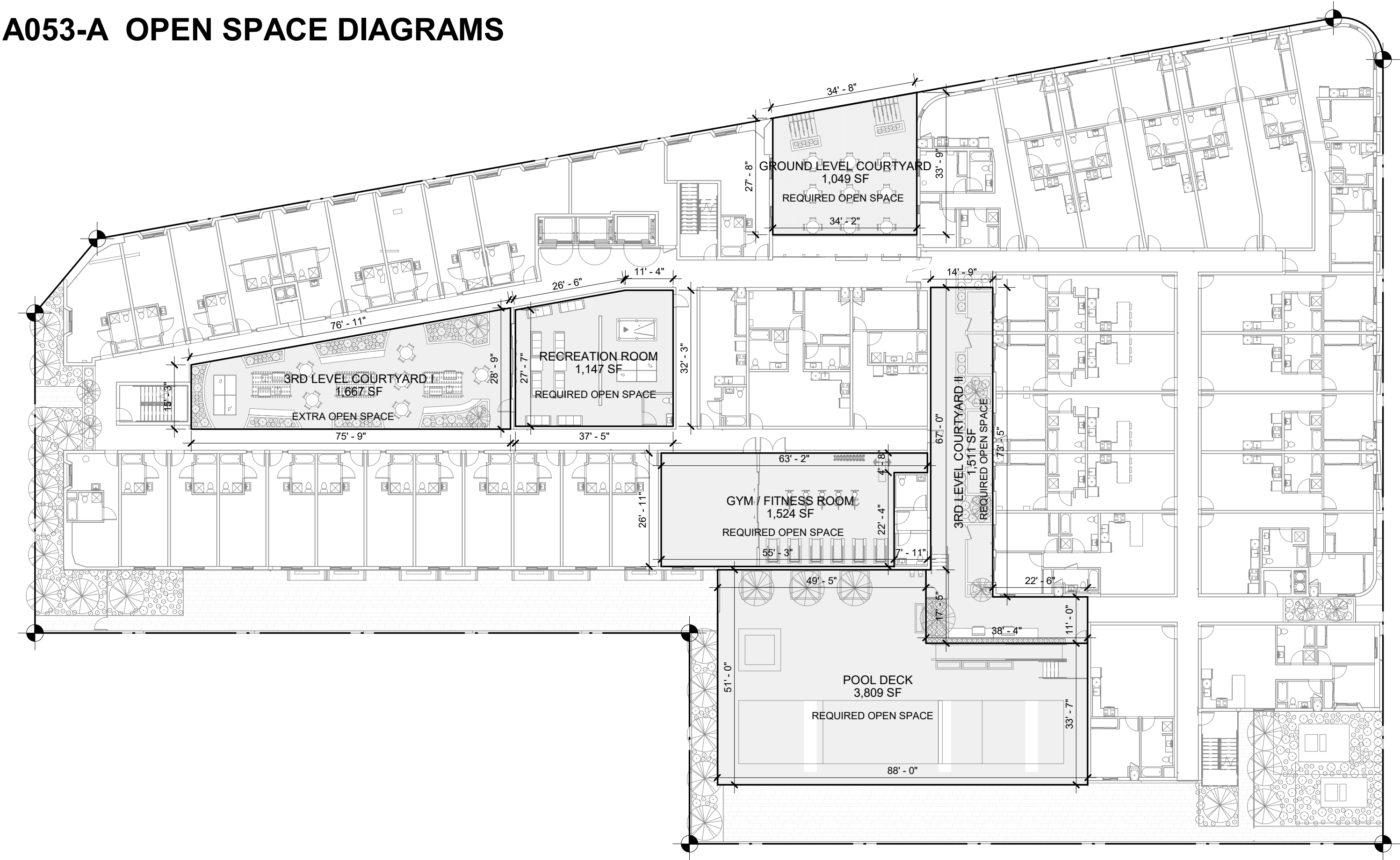
OPEN SPACE DIAGRAM - THIRD LEVEL ②
1" = 50'-0"



OPEN SPACE DIAGRAM - GROUND LEVEL ①
1" = 50'-0"

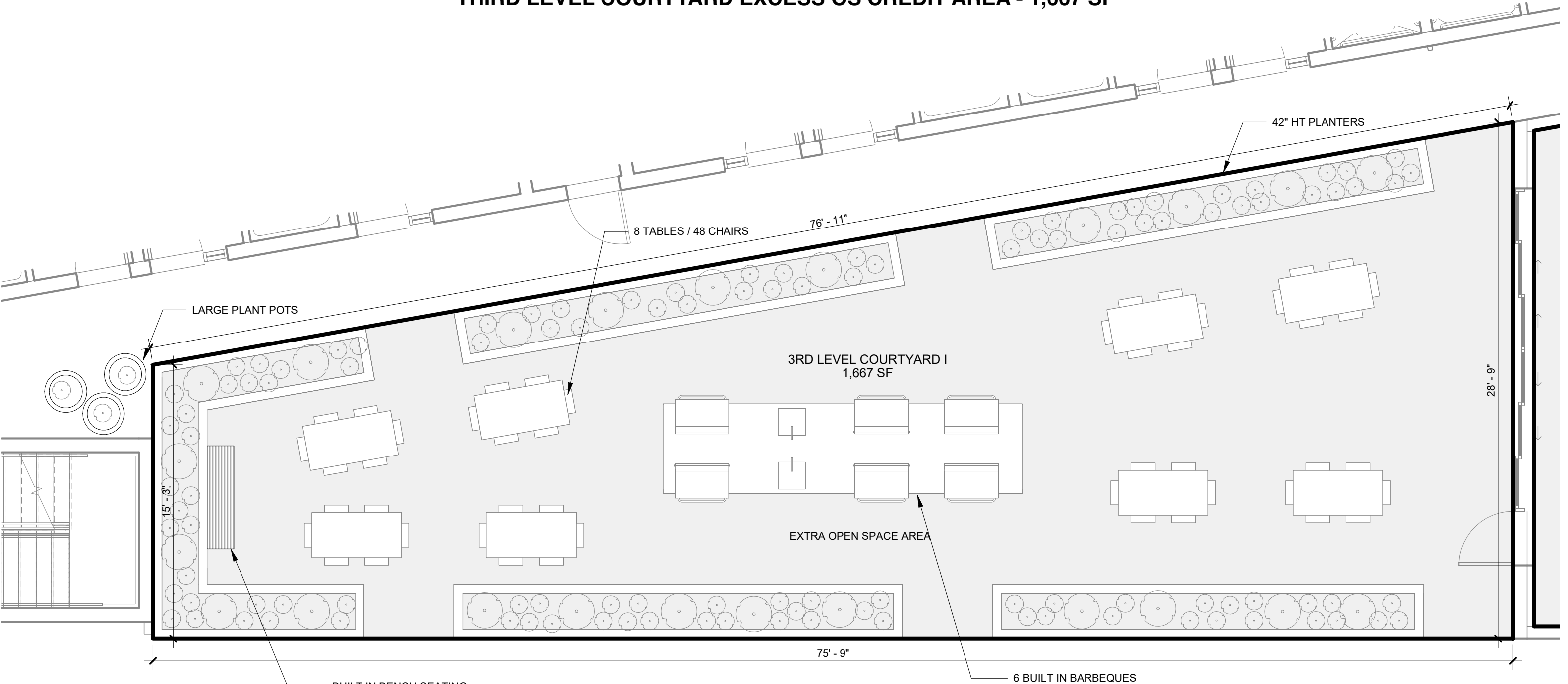
OPEN SPACE CALCULATIONS	
DESCRIPTION	AREA
REQUIRED AREA	5,407 SF
PROVIDED AREA	7,864 SF
EXTRA AREA	1,667 SF

A053-A OPEN SPACE DIAGRAMS



A053-B OPEN SPACE DIAGRAMS

THIRD LEVEL COURTYARD EXCESS OS CREDIT AREA - 1,667 SF



Note: Tables, chairs and large plant pots are for illustrative purposes only.

EXHIBIT "C.2"

INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits**Workers' Compensation (WC) and Employer's Liability (EL)**WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**General Liability**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)**Professional Liability** (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____☐ _____**Surety Bonds** - Performance and Payment (Labor and Materials) Bonds**Crime Insurance****Other:**