



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
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"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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October 04, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 October 4, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**NEW LEASE
DEPARTMENT OF MENTAL HEALTH
3303 NORTH BROADWAY STREET, LOS ANGELES
(FIRST DISTRICT)
(3 VOTES)**

SUBJECT

A new fifteen-year lease for approximately 43,307 square feet of office space, and 175 on-site parking spaces for use by the Department of Mental Health's Northeast Mental Health Center.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the attached Negative Declaration together with the fact that no comments were received during the public review process, find on the basis of the whole record that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the Board of Supervisors to approve the Negative Declaration, and adopt the Negative Declaration, find on the basis of the whole record that the project will have no effect on fish and wildlife, and instruct the Chief Executive Officer or her designee to complete and file the appropriate determination forms as to the project.
2. Approve and instruct the Chair to sign the lease with OPPIDAN, LLC (Landlord), for the occupancy of approximately 43,307 square feet of office space, and 175 on-site parking spaces at 3303 North Broadway Street, Los Angeles, for the Department of Mental Health at a maximum first year rental cost of \$2,161,927. The rental and related costs are 100 percent funded from the Mental Health Services Act, and other State and federal funds.

3. Authorize the Director of Internal Services, the Landlord or Landlord's County-approved vendor, at the direction of the Chief Executive Office, to acquire telephone, data, and low voltage systems at a cost not to exceed \$1,600,000, which will be paid by the Department of Mental Health via lump sum, or TESMA financed over a five-year term at a cost not to exceed \$31,343 per month, in addition to the tenant improvement allowances provided under the lease.

4. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the lease, and authorize and direct the Chief Executive Officer and the Directors of Mental Health and Internal Services, or their designees, to take actions necessary and appropriate to implement the project. The lease will be effective upon approval by the Board of Supervisors, but the term and rent will commence upon completion of the improvements by the Landlord or Landlord's County-approved vendor, and acceptance by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed lease for approximately 43,307 square feet of office space, and 175 on-site parking spaces at 3303 North Broadway Street, Los Angeles, will allow the Department of Mental Health (DMH) to relocate its Northeast Mental Health Center (NMHC), currently located at 5321 Via Marisol, Los Angeles, and the satellite Wellness Center, currently located at 5564 North Figueroa Street, Los Angeles. The Child Welfare Division's Wraparound Services currently housed at 600 South Commonwealth Avenue and 3333 Wilshire Boulevard, Los Angeles will also relocate into the same facility. The new location is strategically situated in the Northeast region of Los Angeles, providing easy access for DMH clients arriving from Boyle Heights, Mount Washington, Alhambra, Monterey Park, Echo Park, Highland Park, and Eagle Rock, among other surrounding communities.

The relocation of the NMHC is necessitated by the inadequate office space and parking, and the need for excessive repairs, improvements, and improved accessibility at the Via Marisol facility. The Via Marisol and Figueroa Street leases are currently on a month-to-month holdover basis since November 2011, and May 2014, respectively. The Chief Executive Office (CEO) has been working to identify a suitable building to house the NMHC for the past six years, but the buildings within the service area cannot meet the County's space needs, i.e., buildings are too small to house the programs, do not meet the County seismic requirements, have inadequate parking, are not located near public transportation, or the use is not permitted by local governmental agencies.

The new facility will allow DMH to consolidate locations and programs, which will provide clients access to a greater variety of direct services and a seamless transition across differing levels of care within one location. The approval of a new lease will provide adequate space for the NMHC, and allow leases at the Via Marisol, Figueroa, and Wilshire locations to be terminated upon occupancy of the new office.

The NMHC staff will provide initial and ongoing psychiatric evaluations, individual and group psychotherapy, individual rehabilitation, and targeted case management services. The programs to be offered include the following: Crisis Resolution Services, Prevention and Early Intervention, Full-Service Partnership II, Older Adult Field-Capable Clinical Services, and Wellness programs.

The facility will also allow DMH to support the additional staffing necessary to assume oversight of the County's Wraparound program in Fiscal Year 2016-17, as directed by the Board of Supervisors. In addition, the facility will provide office space for DMH staff to support the "Immersion Strategy" being implemented to accelerate achievement of the County's obligations related to the terms of the Katie A. Settlement Agreement and Strategic Plan. These programs provide training and coaching,

quality assurance, and tracking of outcomes, as well as monitoring service provision and service costs, all designed to support improved service delivery and outcomes for children and youth in the County's welfare system, consistent with the exit conditions of the Katie A litigation.

The facility will house 219 staff serving approximately 3,300 clients. As a result of the Health Agencies consolidation, this location will include three to six exam rooms for integrated care. The average number of clients served on-site daily is projected at 190, in addition to services provided in the field.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services, and the Goal of Integrated Services Delivery (Goal 3), directs that we maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. In this case, the County is supporting these goals by consolidating operations, and improving efficiencies to provide quality information and services to residents. The proposed new lease is in conformance with the Asset Management Principles, as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease will provide DMH the use of approximately 43,307 square feet of office space, and 175 on-site parking spaces at a maximum first year rental cost of \$2,161,927 which is comprised of the initial annual basic rent, operating expense rent, and the maximum annual reimbursement of the Tenant Improvement (TI) allowance, if the entire amount is expended. The County will be responsible for its electrical, water and natural gas usage costs, janitorial costs estimated at \$82,716 annually, and its pro-rata share of the building operating expenses estimated at \$254,645 annually, and property tax increases, if any, to the 2017-2018 base tax year.

Sufficient funding for the proposed lease is included in the Fiscal Year (FY) 2016-17 Rent Expense budget, and will be charged back to DMH. The lease costs are funded from the Mental Health Services Act, and other State and federal funds. Attachment B is an overview of the proposed lease costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease will provide approximately 43,307 square feet of office space, and 175 on-site parking spaces for NHMC. The proposed lease includes the following provisions:

- A 15-year lease term, which commences upon completion of the improvements by the Landlord and acceptance by the County.
- A cancellation provision allowing the County to cancel the lease on every lease anniversary after the 120th month of the lease term, with 180 days prior written notice.
- A modified-gross lease whereby the Landlord is responsible for the operating and maintenance cost of the building. The County is responsible for its electrical, water and natural gas usage costs, janitorial costs, and its pro-rata share of the building operating expenses and property tax increases if any, to the 2017-2018 Base Tax Year, after reassessment of the new building.

- A non-reimbursable TI allowance of \$1,515,745, or \$35 per square foot.
- A reimbursable TI allowance of \$3,897,630, or \$90 per square foot, payable in a lump sum or amortized over the initial eight-years at an annual interest rate of 6 percent.
- Construction of the TI's is subject to Prevailing Wage costs and reporting due to City of Los Angeles development requirements imposed on the facility.
- Furniture will be purchased through the TI allowance, or by DMH through Internal Services Department Purchasing.
- Two 5-year options to extend the lease at the same terms and conditions with 180 days prior written notice by the CEO.
- The rental rate is fixed for the first 36 months, and will increase to \$151,574.50 per month on the 37th month, and subject to annual CPI increases after the fourth anniversary over the term, capped at 3 percent per year.
- Operating expense rent is subject to annual \$7,639.32 (3 percent) fixed increases.
- The County has a First Right of Offer to purchase the facility.

The CEO, Real Estate Division staff conducted a survey within the project area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the survey area that could accommodate this requirement. Based upon said survey, staff established that the rental range for similar space and terms is between \$42 and \$66 per square foot per year on a modified-gross basis, including parking. Even with existing building deficiencies and limited parking, the rents for the existing NMHC locations are \$35 per square foot per year on a modified-gross basis for both, the Via Marisol and the Figueroa Street facilities. Thus, the fixed annual rental rate of \$36 for the initial 36 months, on a modified-gross basis including parking, for the proposed lease represents a rental rate within the market range for the area, and the adjusted annual rental rate of \$48 per square foot per year on the fourth year, represents a rate within the 2016 market range for the area. In addition, the proposed facility is the only viable space for DMH to house the program within the service area that includes sufficient parking, and is accessible by public transportation. Attachment C shows County owned or leased facilities in the proximity of the service area, and there are no suitable County-owned, or leased facilities available for the program.

Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations. Notification letters advising of the proposed lease have been sent to the City of Los Angeles, pursuant to Government Code Sections 25351 and 65402.

The proposed lease will provide a central and appropriate location for services, which is consistent with the County's facility location policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

County Counsel has reviewed the attached lease and has approved it as to form. The proposed lease was presented and approved by the Real Estate Management Commission on March 16, 2016.

ENVIRONMENTAL DOCUMENTATION

The CEO has made an initial study of environmental factors and concluded that the project will have no significant impact on the environment, and no effect on wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the 3303 North Broadway Street facility as required by the California Environmental Quality Act (CEQA) and the California Administrative Code, Section 15072. Copies of the completed study, the resulting Negative Declaration, and the Notice of Intent to Adopt a Negative Declaration as posted are attached. No comments to the Negative Declaration were received. Upon a finding by the Board that the proposed lease will have no effect on fish and wildlife, the CEO or her designee will submit a no effect determination request to the California Department of Fish and Game, and thereafter file the appropriate determination documentation with the Registrar-Recorder/County Clerk.

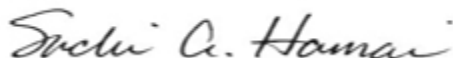
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will provide the necessary office space, and parking spaces for this County requirement. DMH concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return four originals of the executed lease, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



SACHI A. HAMAI
Chief Executive Officer

SAH:DPH:CMM
TS:NCH:MAC:gw

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Internal Services
- Mental Health

DEPARTMENT OF MENTAL HEALTH
3303 NORTH BROADWAY STREET, LOS ANGELES
Asset Management Principles Compliance Form¹

1.	Occupancy		Yes	No	N/A	
	A	Does lease consolidate administrative functions? ²	X			
	B	Does lease co-locate with other functions to better serve clients? ²	X			
	C	Does this lease centralize business support functions? ²			X	
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ²	X			
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ²	X			
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X			
2.	Capital					
	A	Is it a substantial net County cost (NCC) program? The rental costs are 100% funded under the Mental Health Services Act, and other State & federal funds		X		
	B	Is this a long term County program?	X			
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy? The County has the First Right of Offer to purchase the facility.		X		
	D	If no, are there any suitable County-owned facilities available?		X		
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X	
	F	Is Building Description Report attached as Attachment C?	X			
	G	Was build-to-suit or capital project considered?		X		
3.	Portfolio Management					
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X			
	B	Was the space need justified?	X			
	C	If a renewal lease, was co-location with other County departments considered?				
	D	Why was this program not co-located?				X
		1.	___ The program clientele requires a "stand alone" facility.			
		2.	___ No suitable County occupied properties in project area.			
		3.	<u>X</u> No County-owned facilities available for the project.			
		4.	___ Could not get City clearance or approval.			
		5.	___ The Program is being co-located.			
	E	Is lease a full service lease? ² No, this is a modified-gross lease whereby the County is responsible for its electrical, water and natural gas usage costs, janitorial costs, and the County's prorated share of the buildings operating expense, including property tax increases.		X		
F	Has growth projection been considered in space request?	X				
G	Has the Dept. of Public Works completed seismic review/approval? No. This is new construction.			X		
	¹ As approved by the Board of Supervisors 11/17/98					
	² If not, why not?					

**FISCAL IMPACT/FINANCING
OVERVIEW OF THE PROPOSED LEASE**

Proposed Lease	3303 North Broadway Street, Los Angeles
Area (Square Feet)	43,307 rentable square feet
Term (years)	Fifteen-years, commencing upon Board of Supervisors approval and County's acceptance of the TIs
Annual Basic Rent ⁽¹⁾	\$1,299,210 (\$30.00 per sq. ft. annually)
Annual Operating Expense Rent*	\$254,645 (\$5.88 per sq. ft. annually)
Annual Combined Basic Rent and Operating Expense Rent	\$1,553,855 (\$35.88 per sq. ft. annually)
Annual TI Reimbursement ⁽²⁾	\$608,072 (\$14.04 per sq. ft.)
Maximum First Year Rental Cost ⁽³⁾	\$2,161,927 (\$49.92 per sq. ft. annually)
Base TI Allowance (non-reimbursable)	\$1,515,745 (\$35 per sq. ft.)
Additional TI Allowance	\$3,897,630 (\$90 per sq. ft.)
Cancellation	On every Lease anniversary date after the 120 th month upon 180 days prior written notice
Options to Renew	Two 5-year options upon 180 days written notice
First Right of Offer	County has a First Right of Offer to purchase the facility
Rental adjustment	Rental rate is fixed for the first 36 months, increased to \$151,574.50 per month on the 37 th month, and subject to annual CPI increases after the fourth anniversary, capped at 3 percent per year Operating Expense rent is subject to annual \$636.61 (three percent) fixed increases.

(1) Total Lease rate to be \$2.50/sf per month or \$30 per annum.

(2) \$3,897,630 represents the maximum amount of reimbursable TI funds available for this project. If this entire amount is expended and amortized over 96 months at the proposed rate of 6 percent, the annual TI reimbursement will be \$608,072 (\$14.04 per sq. ft. annually).

(3) Includes first year annual basic rent, operating expense rent, and annual reimbursement of TI allowance, if fully utilized.

* Operating Rent is comprised of the following expenses: administrative, accounting, legal, contract services, repair and maintenance, common area utilities, taxes, and insurance.

**DEPARTMENT OF MENTAL HEALTH
SPACE SEARCH WITHIN A 5-MILE RADIUS OF 5321 VIA MARISOL ROAD
3303 NORTH BROADWAY STREET, LOS ANGELES**

LACO	Facility Name	Address	City	Zip	Ownership	Bldg_Use	Proprietor	Gross SQFT	Sq Ft Avail
A954	East Los Angeles Civic Center - Child Care Center	4824 Civic Center Way	East Los Angeles	90022	Owned	Child Day Care Center	Chief Executive Office	6200	None
4364	Probation - East Los Angeles Area Office	4849 E Civic Center Way	East Los Angeles	90022	Owned	Office	Probation	15584	None
6450	Obregon - Gymnasium	4021 E 1st St.	East Los Angeles	90063	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	11418	None
6131	DCSS - East Los Angeles Service Center	133 N Sunol Dr	East Los Angeles	90063	Owned	Service Center	Community and Senior Services	28514	5000
6390	Centro Maravilla Service Center - Building A	4716 E Cesar E Chavez Ave	East Los Angeles	90022	Owned	School Building	Community and Senior Services	6901	None
X707	Public Library - Anthony Quinn Library	3965 E Cesar E Chavez Ave	East Los Angeles	90063	Owned	Library	Public Library	7275	None
X514	Mental Health - Family Resource Center	4701 E Cesar E Chavez Ave	East Los Angeles	90022	Leased	Mental Health Outpatient	Mental Health	6000	None
2670	Belvedere - Gymnasium	4914 Cesar E Chavez Ave	East Los Angeles	90022	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	9276	None
5976	Belvedere - Community Building/Park Services Bureau	4914 Cesar E Chavez Ave	East Los Angeles	90022	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	11492	None
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Pl	Monterey Park	91754	Leased	Office	Children and Family Services	29542	None
A327	Office of Managed Care	1100 Corporate Center Dr	Monterey Park	91754	Leased	Office	Health Services	14516	None
3364	Biscailuz - Gymnasium	1060 N Eastern Ave	Los Angeles	90063	Owned	Recreation-Gymnasium-Craft Room	Sheriff	9992	None
4525	Biscailuz - Kitchen (Closed)/Dining Rooms	1060 N Eastern Ave	Los Angeles	90063	Owned	Classroom	Sheriff	25032	25032
T532	Biscailuz - Library Trailer	1060 N Eastern Ave	Los Angeles	90063	Owned	Library	Sheriff	720	720
4440	City Terrace - Activities Building	1126 N Hazard Ave	East Los Angeles	90063	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	6805	None
4441	City Terrace - Sports Shell/Bleachers	1126 N Hazard Ave	East Los Angeles	90063	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	13737	None
4443	City Terrace Park - Recreation Building/Office	1126 N Hazard Ave	East Los Angeles	90063	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	7553	None
4444	City Terrace Park - Gymnasium	1126 N Hazard Ave	East Los Angeles	90063	Owned	Recreation-Gymnasium-Craft Room	Parks and Recreation	9476	None
5863	ISD - Administrative Headquarters	1100 N Eastern Ave	Los Angeles	90063	Owned	Office	Internal Services	80309	None
T061	ISD - Eastern Complex Project Management Trailer	1100 N Eastern Ave	Los Angeles	90063	Leased	Office	Internal Services	7200	None
5864	ISD - Eastern Ave Complex Crafts Shops/Warehouse	1102 N Eastern Ave	Los Angeles	90063	Owned	Service Building	Internal Services	167584	None

5870	ISD - Eastern Ave Complex Telecom Branch Building	1110 N Eastern Ave	Los Angeles	90063	Owned	Office	Internal Services	37742	None
A328	Sheriff - Inspectional Services Office	901 Corporate Center Dr	Monterey Park	91754	Leased	Office	Sheriff	7922	None
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave	Los Angeles	90063	Owned	Office	Fire Department	39015	None
Y307	Public Library - City Terrace Library	4025 E City Terrace Dr	Los Angeles	90063	Owned	Library	Public Library	8007	None
0156	Hall of Records	320 W Temple St	Los Angeles	90012	Owned	Office	District Attorney	438095	50,000
4512	Sybil Brand - Auditorium	4500 E City Terrace Dr	Monterey Park	91754	Owned	Auditorium	Sheriff	8192	8192
4513	Sybil Brand - Activities Building	4500 E City Terrace Dr	Monterey Park	91754	Owned	Recreation-Gymnasium-Craft Room	Sheriff	5616	5616
0143	El Pueblo Redevelopment Property - Vickrey Building	501 N Main St	Los Angeles	90012	Owned	Office	Chief Executive Office	34350	None
0142	El Pueblo Redevelopment Property - Plaza House	507 N Main St	Los Angeles	90012	Owned	Office	Chief Executive Office	15618	None
A632	Office of Inspector	312 S Hill St Grand Central Market	Los Angeles	90012	Leased	Office	Board of Supervisors	9782	None
0181	Kenneth Hahn Hall of Administration	500 W Temple St	Los Angeles	90012	Owned	Office	Board of Supervisors	958090	None
3155	Performing Arts Center - De Lisa Building/The Annex	301 N Grand Ave	Los Angeles	90012	Owned	Office	Community and Senior Services	27582	None
5546	Public Health - Central Public Health Center	241 N Figueroa St	Los Angeles	90012	Owned	Health Center	Public Health Program	59290	None
5456	Health Services Administration Building	313 N Figueroa St	Los Angeles	90012	Owned	Office	Public Health Program	134851	None
A423	Sheriff - Personnel and Recruitment Center	101 Centre Plaza Dr	Monterey Park	91754	Leased	Office	Sheriff	37590	None
4946	Med Center - Interns & Residents Building	2020 Zonal Ave	Los Angeles	90089	Owned	Office	LAC+USC Medical Center	79494	None
4711	Med Center - Outpatient Clinic Building	2010 Zonal Ave	Los Angeles	90089	Owned	Skilled Nursing	LAC+USC Medical Center	118898	None
0835	Med Center - General Hospital (Former Hospital)	1200 N State St	Los Angeles	90089	Owned	General Acute Hospital	LAC+USC Medical Center	1494627	None*
T540	Med Center - Learning Center	1200 N State St	Los Angeles	90089	Owned	School Building	LAC+USC Medical Center	6136	None
T542	Med Center - Patient Financial Services T - 5	1200 N State St	Los Angeles	90089	Owned	Office	LAC USC Medical Center	10512	None
X609	Med Center - LAC+USC Inpatient Tower	1200 N State St	Los Angeles	90089	Owned	General Acute Hospital	LAC+USC Medical Center	656784	None
X614	Med Center - LAC+USC Diagnostic and Treatment	1200 N State St	Los Angeles	90089	Owned	General Acute Hospital	LAC+USC Medical Center	407883	None
X616	Med Center - LAC+USC Outpatient Tower	1200 N State St	Los Angeles	90089	Owned	General Acute Hospital	LAC+USC Medical Center	308298	None
2484	Med Center - Women's and Children's Hospital	1240 N Mission Rd	Los Angeles	90089	Owned	General Acute Hospital	LAC+USC Medical Center	160181	None
T546	Med Center - Patient Financial Services Office	1240 N Mission Rd	Los Angeles	90089	Owned	Office	LAC+USC Medical Center	5190	None
0822	Med Center - Pharmacy Building	1100 N Mission Rd	Los Angeles	90089	Owned	Pharmacy	LAC+USC Medical Center	35837	None
5260	Coroner - Administration/Investigations Building	1102 N Mission Rd	Los Angeles	90089	Owned	Office	Chief Medical Examiner-Coroner	22479	None

0808	Coroner - Public Services/Skeleton Store	1104 N Mission Rd	Los Angeles	90089	Owned	Office	LAC+USC Medical Center	18651	None
6479	Med Center - Building 10/20 - Pediatric Clinic	1237 N Mission Rd	Los Angeles	90031	Owned	Pediatrics Clinic	LAC+USC Medical Center	19927	None
X174	Med Center - Rand Schrader Aids Outpatient Clinic	1300 N Mission Rd	Los Angeles	90033	Owned	Skilled Nursing	LAC+USC Medical Center	28000	None
6477	Med Center - Phinney Hall Cancer Center - Building 40	1721 Griffin Ave	Los Angeles	90031	Owned	Skilled Nursing	LAC+USC Medical Center	12832	None
3102	Juvenile Hall - Administration Building - 4	1605 Eastlake Ave	Los Angeles	90033	Owned	Office	Probation	75907	None
3105	Juvenile Hall - Girls School - 5A	1605 Eastlake Ave	Los Angeles	90033	Owned	School Building	Probation	11260	None
3106	Juvenile Hall - Girls School - 5B	1605 Eastlake Ave	Los Angeles	90033	Owned	School Building	Probation	7483	None
3111	Juvenile Hall - Chapel - 2	1605 Eastlake Ave	Los Angeles	90033	Owned	Chapel/Church	Probation	5094	None
3112	Juvenile Hall - Kitchen/Mess Hall - 12A	1605 Eastlake Ave	Los Angeles	90033	Owned	Kitchen-Dining Hall-Cafeteria	Probation	12403	None
5367	Juvenile Hall - Boys School Building - 9	1605 Eastlake Ave	Los Angeles	90033	Owned	School Building	Probation	39017	None
T610	Juvenile Hall - Modular Medical Clinic	1605 Eastlake Ave	Los Angeles	90033	Owned	Pediatrics Clinic	Probation	5300	None
A512	Med Center - Carlson Center Skills Lab Traile	1764 Sichel St	Los Angeles	90031	Owned	Classroom	LAC+USC Medical Center	6256	None
6476	Med Center - North Hall - Building 50	1739 Griffin Ave	Los Angeles	90031	Owned	Teaching and Research Clinic	LAC+USC Medical Center	8244	None
4799	PW Central Yard - Division Administration	1525 Alcazar St	Los Angeles	90033	Owned	Office	Public Works	10438	None
T545	Med Center - Employees Child Care Center Trailer T - 14	1401 N Mission Rd	Los Angeles	90031	Owned	Child Day Care Center	LAC+USC Medical Center	5500	None
X333	DHS - Juvenile Court Health Services/Mental Health Clinic	1925 Daly St.	Los Angeles	90031	Owned	Mental Health Outpatient	Juvenile Court Health Services	6668	None
C269	DPSS - Lincoln Heights WS District Office	4077 N Mission Rd	Los Angeles	90032	Owned	Office	Public Social Services	26000	None
C760	DPSS - East LA Grow Employment Services Center	2200 N Humboldt St.	Los Angeles	90031	Leased	Service Center	Public Social Services	23655	None
A469	The Alhambra Complex - West Tower	1000 S Fremont Ave	Alhambra	91803	Leased	Office	Public Health Program	31299	None
A471	The Alhambra Complex - East Tower	1000 S Fremont Ave	Alhambra	91803	Leased	Office	Chief Executive Office	31299	None
5460	Public Library - San Gabriel Library	500 S Del Mar Ave	San Gabriel	91776	Owned	Library	Public Library	13718	None
X327	Probation - Central Transcribing Office	200 W Woodward Ave	Alhambra	91801	Owned	Office	Probation	11273	None
B382	Mental Health - Northeast Family Mental Health Services	5321 Via Marisol Rd	Los Angeles	90042	Leased	Mental Health Outpatient	Mental Health	9135	None
A426	DCFS - Pasadena (SPA 3)	532 E Colorado Blvd	Pasadena	91101	Leased	Office	Children and Family Services	75235	None
4295	PH - Glendale Public Health Center	501 N Glendale Ave	Glendale	91206	Owned	Health Center	Public Health Program	14422	None
D465	DPSS - Pasadena AP District Office	955 N Lake Ave	Pasadena	91104	Owned	Office	Public Social Services	36224	None

* NO INFORMATION ABOUT WHAT IS USABLE IN OLD HOSPITAL BUILDING

FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: New Fifteen-Year Lease for the Department of Mental Health – 3303 North Broadway Street, Los Angeles – 1st District.

- A. **Establish Service Function Category** – Regional and local public service function.
- B. **Determination of the Service Area** – The proposed lease will allow the Department of Mental Health (DMH) to consolidate locations, and provide a full array of direct and field based mental health services. The facility will provide staff with adequate office space for the DMH Northeast Mental Health Center.
- C. **Apply Location Selection Criteria to Service Area Data**
- Need for proximity to service area and population: The relocation and consolidation of offices provides convenient accessibility of services to clients in the Northeast region of Los Angeles.
 - Need for proximity to existing County facilities: The new location is strategically situated in the Northeast region of Los Angeles providing easy access to DMH clients arriving from Boyle Heights, Mount Washington, Alhambra, Monterey Park, Echo Park, Highland Park, and Eagle Rock, among other surrounding communities.
 - Need for proximity to Los Angeles Civic Center: N/A
 - Economic Development Potential: N/A
 - Proximity to public transportation: The NMHC is conveniently located near public transportation, i.e., MTA bus service.
 - Availability of affordable housing for County employees: N/A
 - Use of historic buildings: N/A
 - Availability and compatibility of existing buildings: There are no existing County buildings available to meet DMH's service needs.
 - Compatibility with local land use plans: The proposed use is consistent with the building's use, zoning, and not in conflict with the goals and policies of the City of Los Angeles. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.

- Estimated acquisition/construction and ongoing operational costs: The initial annual basic rent of \$1,299,210, i.e., \$2.50 per square foot per month, the annual operating expense rent of \$254,645, i.e., \$0.49 per square foot per month, plus the maximum amortized cost of the additional tenant improvement allowances of \$3,897,630, comprises the total annual lease costs for the lease facility under consideration. Sufficient funding for the proposed lease will be included in the Fiscal year (FY) 2016-17 Rent Expense budget and will be charged back to DMH. DMH has sufficient funding to cover the proposed lease costs, which are funded under the Mental Health Services Act, State and federal funds. In addition, telephone, data, and low voltage systems will be installed by Internal Services, Landlord or Landlord's County approved vendor at a cost not to exceed \$1,600,000 which will be paid by DMH via lump sum, or TESMA financed over a five-year term at a cost not to exceed \$31,343 per month, in addition to the tenant improvement allowances provided under the lease.

D. Analyze results and identify location alternatives

Based upon the space and service needs of DMH, CEO staff surveyed the immediate area to determine the availability of comparable and more economical sites. The proposed facility is the only viable space for DMH to house the programs within the service area that includes sufficient parking, and is accessible by public transportation.

Based upon said survey, staff has established that the rental range for similar space and terms is between \$42 and \$66 per square foot per year on a modified-gross basis, including parking. Even with existing building deficiencies and limited parking, the rents for the existing NMHC locations are \$35 per square foot per year on a modified-gross basis, for both the Via Marisol and the Figueroa Street facilities. Thus, the fixed annual rental rate of \$36 for the initial 36 months on a modified-gross basis, including parking for the proposed lease represents a rental rate within the market range for the area, and the adjusted annual rental rate of \$48 per square foot per year on the fourth year, represents a rate within the 2016 market range for the area. The proposed lease was presented and approved by the Real Estate Management Commission on March 16, 2016.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other location selection criteria

The facility provides proper accommodations for staff to provide mental health services in the Northeast region of Los Angeles. The lease is in conformance with the Asset Management Principles, as outlined in Attachment A. The consolidation of facilities at the proposed office will provide a central and appropriate location, which is consistent with the County's facility location policy, adopted by the Board of Supervisors on July 24, 2012.

DATE POSTED – February 2, 2016

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:


1. Name of Proponent - County of Los Angeles
Chief Executive Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
MiguelCovarrubias	(213) 974-4164
3. Date Information Form Submitted – February 2, 2016
4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office
5. Address of Facility Involved – 3303-3331 North Broadway Street, Los Angeles, CA 90013
6. Description of Project - The leasing of office space in a commercial building to be used by the County of Los Angeles, Departments of Mental Health for offices providing services to area residents.
7. Finding for Negative Declaration - It has been determined that this project will not have a significant effect on the environment.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

THIS NOTICE WAS POSTED
ON February 02 2016
UNTIL March 03 2016
REGISTRAR – RECORDER/COUNTY CLERK

2016 026192

FILED
Feb 02 2016
Dean C. Logan, Registrar – Recorder/County Clerk
Electronically signed by KATHRYN BRAJLSFORD

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease facilities at 3303 -3327 North Broadway Street, Los Angeles, California, which will be used by the Department of Mental Health for offices providing services to area residents. The facility, located in the First Supervisorial District approximately 1 mile from the Los Angeles Civic Center, includes approximately 43,307 square feet of office. The Landlord has no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

2016 026192



FILED
Feb 02 2016

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN BRAILSFORD

NEGATIVE DECLARATION

Department Name: Mental Health
Project: Northeast Mental Health Clinic and Wrap
 Around Administrative Offices

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The leasing of existing office space in an existing commercial building to be used by the County of Los Angeles, Department of Mental Health providing services to area residents.

2. a. Location of Project (plot plan attached)

3303-3331 North Broadway Street, Los Angeles, CA 90013

b. Name of Project Proponent

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated February 2, 2016 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date
February 2, 2016

Real Property Agent
Miguel Covarrubias

Telephone
(213) 974-4164



Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN BRAILSFORD

Google Maps 3303 N Broadway



2016 026192



FILED

Feb 02 2016

Dean C. Logan, Registrar - Recorder/County Clerk
 Electronically signed by KATHRYN BRAMBLESPOND



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 South Coast Region
 3883 Ruffin Road
 San Diego, CA 92123
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
 CHARLTON H. BONHAM, Director



CEQA Filing Fee No Effect Determination

Applicant Name and Address:

County of Los Angeles
 Chief Executive Office - Real Estate Division
 222 South Hill Street, 4th Floor
 Los Angeles, CA 90012

CEQA Lead Agency: County of Los Angeles, Chief Executive Office, Real Estate Division

Project Name: Northeast Mental Health Clinic and Wrap Around Administrative Offices - 3303-3331 North Broadway Street

CEQA Document Type: Negative Declaration

State Clearing House Number and/or local agency ID number: NA

Project Location: 3303 - 3331 North Broadway Street

Project Description: The proposed project consists of approximately 43,307 sq. ft. of office space and 175 site parking spaces for the Department of Mental Health (DMH). The space will be used as the DMH Northeast Mental Health Center.

Determination: Based on a review of the project as proposed, the Department of Fish and Wildlife has determined that for purposes of the assessment of CEQA filing fees (Fish and Game Code [FGC] Section 711.4(c)) the project has no effect on fish, wildlife or their habitat and the project as described does not require payment of a CEQA filing fee. This determination does not in any way imply that the project is exempt from CEQA and does not determine the significance of any potential project effects evaluated pursuant to CEQA.

Please retain this original determination for your records. Local lead agencies are required to file two copies of this determination with the county clerk at time of filing of the Notice of Determination (NOD) after the project is approved. State lead agencies are required to file two copies of this determination with the Office of Planning and Research (State Clearinghouse) at the time of filing the NOD. If you do not file a copy of this determination as appropriate with the county clerk or State Clearinghouse at the time of filing of the NOD, the appropriate CEQA filing fee will be due and payable.

Without a valid CEQA Filing Fee No Effect Determination form or proof of fee payment, the project will not be operative, vested, or final and any local permits issued for the project will be invalid, pursuant to FGC Section 711.4(c)(3).

DFW Approved By: Scott P. Harris _____ Date: 02/23/2016

Title: Environmental Scientist

Conserving California's Wildlife Since 1870

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

DEPARTMENT OF MENTAL HEALTH - Tenant
OPPIDAN, LLC – Landlord

3303 NORTH BROADWAY STREET
LOS ANGELES, CALIFORNIA 90031

78530

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LANDLORD'S WORK LETTER

- Addendum A – Base Building Improvements
- Addendum B – Tenant Improvements
- Addendum C – Form of Budget
- Addendum D – Costs of Tenant Improvements

SUPPLEMENTAL LEASE DOCUMENTS:

Document I:	Subordination, Non-disturbance and Attornment Agreement
Document II:	Tenant Estoppel Certificate
Document III:	Community Business Enterprises Form
Document IV:	Memorandum of Lease Terms
Document V	Request for Notice

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AGREEMENT

THIS LEASE ("Lease") is entered into as of the 4th day of October, 2016 between OPPIDAN, LLC, a California limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

1.1. Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

a. Landlord's Address for Notice: OPPIDAN, LLC
c/o Excel Property Management Services, Inc.
9034 West Sunset Boulevard
West Hollywood, California 90069
Attention: Lease Administrator

b. Tenant's Address for Notice: Board of Supervisors
Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 830-0926

c. Premises: Approximately 43,307 rentable square feet in the Building (defined below) as shown on Exhibit A attached hereto.

d. Building: The Building located at 3303 North Broadway Street, Los Angeles which is

78530

currently assessed by the County Assessor as APN 5208-012-001, 5208-012-002, 5208-012-003, 5208-012-004, 5208-012-005, 5208-012-006 and described more particularly in Exhibit B attached hereto (the "Property")

- e. Term: Fifteen years commencing 30 days after Tenant's Acceptance of the Premises as defined in Section 4.1 (the "Commencement Date"); and terminating at midnight on the day before the fifteen anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
- f. Projected Commencement Date: December 1, 2017
- g. Commencement Date: See Section 4(1)
- h. Irrevocable Offer Expiration Date: September 27, 2016
- i. Basic Rent: \$108,267.50 per month (which is based upon a rental rate of \$2.50 per square foot (adjustable only as provided in Section 2.2 and 5 hereof.))
- j. Operating Expense Rent: \$21,220.43 per month (adjustable only as provided in Sections 35 hereof)

Operating Expense Rent shall be combined with Basic Rent in one initial monthly payment of \$129,487.93 (Base Rent) for the first year of this Lease.
- k. Early Termination Notice: 180 days prior written notice

- l. Early Termination: On every Lease anniversary date after the 120th month, subject to prior written notice received 180 days prior to cancellation date.
- m. Rentable Square Feet in the Premises: Approximately 43,307
- n. Use: The Premises together with all appurtenances belonging to, or in any wise appertaining, shall be used as governmental office space or for other government purposes during normal working hours, after normal working hours, and on weekends and holidays.
- o. Initial Departmental Use: Mental Health
- p. Parking Spaces: 175 included in the Basic Rent. The number of parking spaces may be increased up to thirty (30) additional spaces as needed by Tenant, subject to availability, at the rental rate of \$150 per parking space per month.
- q. Normal Working Hours: 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 2:00 p.m. Saturday, except New Year's Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
- r. Asbestos Report: N/A
- s. Disabled Access Survey N/A
- t. Seismic Report N/A

1.2. Defined Terms Relating to Landlord's Work Letter

- a. Base Tenant Improvement Allowance: \$1,515,745 (\$35 per RSF)
- b. Additional Tenant Improvement Allowance: \$3,897,630 (\$90 per RSF) amortized at a rate of 6% per annum.
- c. Maximum Change Order Allowance: N/A
- d. Additional Tenant Improvement and Change Order Amortization Rate: Any Additional Tenant Improvement Allowance in excess of (a) Base Tenant Improvement Allowance and (b) Additional Tenant Improvement Allowance, as set forth in Sections 1.2(a) and (b) above, shall be amortized at a rate of six percent (6%) per annum.
- e. Base Rent Reduction: N/A
- f. Tenant's Work Letter Representative: Miguel A Covarrubias or an assigned staff person of the Chief Executive Office-Real Estate Division.
- g. Landlord's Work Letter Representative: An assigned staff person of the Landlord.
- h. Landlord's Address for Work Letter Notice: OPPIDAN, LLC
c/o Excel Property Management Services, Inc.
9034 West Sunset Boulevard
West Hollywood, California 90069
Attention: Lease Administrator
- i. Tenant's Address for Work Letter Notice: Board of Supervisors
Kenneth Hahn Hall of Administration
Room 383
500 West Temple Street
Los Angeles, California 90012

With a copy to:

Chief Executive Office

Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 830-0926

- 1.3. Exhibits to Lease:
(Executed concurrently with this Lease and incorporated herein by this reference):
- Exhibit A - Floor Plan of Premises
 - Exhibit B - Legal Description of Property
 - Exhibit C - Commencement Date Memorandum and Confirmation of Lease Terms
 - Exhibit D - HVAC Standards
 - Exhibit E - Cleaning and Maintenance Schedule
- 1.4. Landlord's Work Letter:
(Executed concurrently with this Lease and incorporated herein by this reference):
- Landlord's Work Letter
 - Addendum A: Base Building Improvements
 - Addendum B: Tenant Improvements
 - Addendum C: Memorandum of Tenant Improvements Cost
- 1.5. Supplemental Lease Documents:
(Delivered to Landlord and incorporated herein by this reference):
- Document I: Subordination, Non-Disturbance and Attornment Agreement
 - Document II: Tenant Estoppel Certificate
 - Document III: Community Business Enterprises Form
 - Document IV: Memorandum of Lease
 - Document V: Request for Notice

2. PREMISES

- 2.1. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.
- 2.2. Tenant shall have the right within 90 days of approval of this Lease by the Board of Supervisors of the County of Los Angeles ("Board of Supervisors") to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable/gross and usable (net) area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International except that no penthouse mechanical room space

shall be included in the measurement. Should this measurement be less than the square footage stated above, Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1 accomplished by the mutual execution of a memorandum of understanding between the Landlord and the Tenant. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements. In the event that the actual square footage of the Premises is measured and determined to vary from the figure of 43,307 rentable square feet in Section 1.1(l) by three percent (3%) or more (either increase or decrease), the Basic Rent shall be adjusted by that actual percentage variation. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this Subsection 2.2 Landlord shall appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties. Landlord and Tenant shall share equally in the fees of such firm.

3. COMMON AREAS

Tenant may use the following areas ("Common Areas") in common with Landlord and other Tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all Tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

4.1. Term

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall begin 30 days after Tenant's Acceptance of the Premises. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Premises are Substantially Complete, Tenant has inspected the Premises and Tenant has accepted the Premises. The term "Substantial Completion" as used in this Lease shall mean compliance with all of the following:

- a. The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;

- b. Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease, including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- c. Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- d. Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and
- e. If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

4.2. Early Possession

Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

4.3. Early Termination

Tenant shall have the right to terminate this lease at any time after the Early Termination Notice Date, as defined in Section 1, by giving Landlord not less than 180 days prior written notice executed by the Chief Executive Officer of Tenant.

5. RENT

Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

All amounts owed by Tenant pursuant to this Lease, including but not limited to the Additional Tenant Improvement Allowance, Operating Expense Rent (as defined in Section 35 hereof) and Taxes (as defined in Section 12 hereof) shall be considered Rent under this paragraph 5.

The Basic Rent is fixed for months 1-36 of the initial Lease term, increased to \$151,574.50 on the 37th month of the initial Lease term and subject to annual CPI adjustments as follows:

- a. CPI. From and after the fourth anniversary of the Commencement Date, on the first day of the first full calendar month thereafter (the "Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Basic Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Lease commences.
- b. CPI Formula. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "CPI Formula" means Original Base Rent multiplied by a fraction, the numerator being the Index (the "New Index") published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Index published for the month the Lease commenced. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.
- c. Illustration of Formula. The formula for determining the new Basic Rent shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$151,574.50 \text{ (Basic Rent)}$$

= Monthly Basic Rent
- d. Limitations on CPI Adjustment. In no event shall the monthly Basic Rent adjustment based upon the CPI Formula result in an annual increase greater than 3.00% of the amount of the Original Basic Rent, i.e. \$4,547.24 per month (\$54,566.82 per year).

6. USES

The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 90 days written notice from the Chief Executive Officer of Tenant at the last monthly Base Rent payable under this Lease (as such Base Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

9. DAMAGE OR DESTRUCTION

9.1. Damage

In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days from the date of the issuance of all building permits necessary to restore the Premises, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2. Tenant Termination Right

In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days from the date of the issuance of all building permits necessary to restore the Premises, for any reason, then Tenant may terminate this Lease by giving written notice within ten (10) days after notice from Landlord specifying such time period of repair; and this lease shall terminate and the Basic Rent shall be abated from the date the Premises became unleaseable. In the event Tenant exercises its right to terminate this Lease, Tenant shall vacate the Premises within thirty (30) days of giving Landlord written notice of Tenant's election to terminate this Lease. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

9.3. Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case:

- a. Landlord shall have no obligation to restore the Premises;
- b. Landlord may retain all insurance proceeds relating to such destruction, and;
- c. This Lease shall terminate as of the date which is 30 days after such written notice of termination.

9.4. Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may:

- a. Declare a default hereunder or
- b. Perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE

10.1. Landlord Representations

Landlord represents to Tenant that:

- a. The Premises, the Building and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and are in reasonable good working order and condition;
- b. The Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirement; and
- c. The Premises, Building and Common Areas are free of the presence of Hazardous Materials (as hereinafter defined) and
- d. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.

10.2. Landlord Obligations

- a. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed.
 - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intra-building network cable;
 - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building
 - iii. the Common Areas;
 - iv. exterior windows of the Building;
 - v. elevators serving the Building.
- b. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to:
 - i. the floor covering (if such floor covering is carpeting it shall be replaced after five years of use);
 - ii. interior partitions;
 - iii. doors;

- iv. the interior side of demising walls (which shall be repainted every five years);
- v. signage;
- vi. emergency exit signage and egress battery replacement.

10.3. Tenant Obligations

Without limiting Landlord's Obligations, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- a. be made and performed by contractors or mechanics approved by Tenant, which consent shall not be unreasonably withheld or delayed,
- b. be at least equal in quality, value and utility to the original work or installation, and
- c. be in accordance with all laws.

10.4. Tenant's Right to Repair

- a. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than five days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). However, if the repair and/or maintenance is of such a nature that it cannot reasonably be completed within five days, Tenant may not take upon such repair and/or maintenance if Landlord has commenced such repair and/or maintenance within the aforementioned five days and thereafter diligently prosecutes the same to completion. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant

shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within twenty (20) days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

- b. Tenant at its sole option, acting through the CEO, may request the Landlord to perform, supply and administer any repairs, replacement, or services that are the responsibility of the Tenant and reimburse Landlord for such costs. Landlord shall be entitled to prompt reimbursement by Tenant of Landlord's actual costs and expenses in having taken such action plus an additional sum not to exceed three percent (3%) of the actual costs and expenses of work requested by Tenant.

11. SERVICES AND UTILITIES

11.1. Services

- a. Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto.

- b. Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

- c. Elevators

Landlord shall furnish passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

d. Water

Landlord shall make available warm and cold water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

e. Janitorial

Tenant at its sole cost and expense shall provide janitorial service five nights per week in a manner and fashion generally consistent with that furnished in comparable office buildings in the County of Los Angeles.

f. Windows

Landlord shall provide indoor window washing as required, but in any event not less frequently than twice annually.

g. Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

h. Miscellaneous

- 1) Landlord shall keep the Premises and the sidewalks, driveways, parking areas and all means of ingress and egress for the Premises in good repair, and in clean and safe condition at all times.
- 2) Landlord shall keep all lawns, shrubbery and foliage on the grounds of the Premises maintained in good condition and neat in appearance.
- 3) Exterior pest control inspections and remediation frequency is to be determined by a licensed pest exterminator.
- 4) Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of the services described in this section.

11.2. Utilities

Tenant agrees to pay when due all charges for the use of the sewer, effluent treatment, when and if imposed by any governmental authority, all water, sprinkler standby charges, electricity, gas, heating and power charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises during the Term of this Lease or any renewal, extension, or holdover thereof measured by separate utility meters.

12. TAXES

Landlord shall pay promptly all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or Building during the term of this Lease or any renewal or holdover period thereof and Tenant agrees to reimburse Landlord their pro rata share of said expense increase only if any, upon receiving written notice and backup documentation from the Landlord. The Base Tax Year for this section shall be 2017-2018 or the tax year the property is reassessed upon completion of the new building.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the installments of rent next due as a charge against the Landlord.

13. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered unleaseable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

14. TENANT DEFAULT

14.1. Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- a. the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten days after written notice to Tenant;

- b. the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

14.2. Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. Tenant shall have ninety (90) days after receipt of written notice of Landlord's intent to terminate this Lease to vacate the Premises. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

14.3. No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

15. LANDLORD DEFAULT

15.1. Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 19.2 and 20, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.3); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such thirty (30) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- a. to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- b. to pursue the remedy of specific performance;
- c. to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due;
- d. and/or to terminate this Lease.

15.2. Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15.3. Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition affecting the health and safety of Tenant's employees and clients, or materially and adversely affect the operation of Tenant's business in the Premises.

16. ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. No such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if, in the sole determination of the Landlord, the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

17. ALTERATIONS AND ADDITIONS

17.1. Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's

consent shall not be required for any Alteration that satisfies all of the following criteria:

- a. complies with all Laws;
- b. is not visible from the exterior of the Premises or Building;
- c. will not materially affect the systems or structure of the Building; and
- d. does not unreasonably interfere with the normal and customary business office operations of other Tenants in the Building.

If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.

17.2. End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

18. CONDEMNATION

18.1. Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

18.2. Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

18.3. Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the

Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

18.4. Restoration

Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

18.5. Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

19. INDEMNIFICATION

19.1. Tenant's Indemnity

Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorney' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, guests, or visitors or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability

or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors licensees, agents, employees or invitees. Nothing in this Lease shall be construed to waive, limit, or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to Labor Code section 3864.

19.2. Landlord's Indemnity

Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

20. INSURANCE

20.1. Landlord's Insurance

During the term of this Lease, Landlord shall maintain the following insurance:

- a. Commercial property insurance which shall:
 - i. cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and
 - ii be written for full replacement cost of the property, with a deductible of no greater than five percent (5%) of the property value.
 - iii. Landlord shall carry insurance on any furniture and furnishings which will become the property of Tenant at the expiration of the Term and on all modular furniture installed in the Premises.

Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises.

- b. General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
 - i. per occurrence and general aggregate amount of \$5,000,000;
 - ii. products/completed operations aggregate of \$2,000,000 and
 - iii. personal and advertising injury of \$1,000,000.

- c. Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease; except to the extent that this Section is deemed void by the terms of Section 9.3 , above.

20.2. Tenant Insurance

Prior to the earlier of the Commencement Date or Tenant's anticipated early possession date of the Premises and thereafter during the Term of this Lease, Tenant shall secure and maintain, at its own expense throughout the Term of this Lease the following minimum types and amounts of insurance, in form and in companies acceptable to Landlord, insuring Tenant, its employees, agents and designees:

- (i) Workers' Compensation Insurance, the amount and scope of which shall be the amount and scope required by statute or other governing law;
- (ii) Employer's Liability Insurance in amounts equal to the greater of (1) the insurance currently maintained by Tenant, or (2) the following: Bodily Injury by accident - \$1,000,000 each accident; Bodily Injury by disease - \$1,000,000 policy limit; and Bodily Injury by disease - \$1,000,000 each employee;
- (iii) Commercial General Liability and Umbrella Liability Insurance on an occurrence basis, without claims-made features, with bodily injury and property damage coverage in an amount equal to the greater of (1) the insurance currently maintained by Tenant or (2) a combined single limit of \$2,000,000; and such insurance shall include the following coverages: (A) Premises and Operations coverage with X, C, and U exclusions for explosion, collapse, and underground property damage deleted under both premises/operations and contractual liability coverage parts, if applicable; (B) Owner and Contractor Protective coverage; (C) Products and Completed Operations coverage; (D) Blanket Contractual coverage, including both oral and written contracts; (E) Personal Injury coverage; (F) Broad Form Comprehensive General Liability coverage (or its equivalent); and (G) Broad Form Property Damage coverage, including completed operations;
- (iv) All risk of standard fire insurance and extended coverage with vandalism and malicious mischief and sprinkler leakage endorsements, insuring fixtures, glass, equipment, merchandise, inventory and other elements of Tenant's Property in and all other contents of the Premises.

Such insurance shall be in an amount equal to 100% of the replacement value thereof (and Tenant shall re-determine the same as frequently as necessary in order to comply herewith). The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair and/or replace the items so insured;

(v) A commercially reasonable and customary policy of business interruption insurance with respect to the operation of Tenant's business; and

(vi) Any other forms of insurance Landlord may require from time to time, in form and commercially reasonable amounts and for insurance risks against which a prudent tenant of comparable size in a comparable business would protect itself.

20.3. Insurance Requirements

All insurance policies required to be maintained by Landlord and Tenant under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which Tenant may carry.

20.4. Certificates

Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the leased premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

20.5. Waiver of Subrogation

Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

21. PARKING

21.1. Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all Tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other Tenants, occupants, licensees, invitees and permittees of the Building.

21.2. Remedies

Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant, (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation) Tenant may:

Deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the fair market value of the Parking Spaces not so provided.

22. ENVIRONMENTAL MATTERS

22.1. Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subTenants to cause or permit, any Hazardous Materials to be brought upon stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability,

corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

If Landlord provides written notice to Tenant of an event or circumstance that constitutes a violation of this Section, which requires the action of Tenant with respect to action to rectify said violation, and Tenant fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than five days after the giving of such notice, then Landlord, at its sole option may (1) immediately terminate this Lease, or (2) Landlord may proceed to take the required action to rectify the violation. If the Landlord elects to take such action so as to rectify Tenant's violation of this Section, then Landlord shall be entitled to prompt reimbursement by Tenant of Landlord's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Tenant within twenty (20) days, Landlord shall be entitled to increase the Basic Rent payable by Tenant under this Lease in the amount set forth in invoice(s) for such work.

22.2. Landlord Indemnity

Landlord shall indemnify, protect, defend (through counsel chosen by Landlord) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the

preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises.

24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien. In the event that Tenant is in breach of this Section, Tenant shall indemnify, protect, defend (through counsel chosen by Tenant) and hold Landlord harmless from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time in connection with the presence of such liens.

26. SUBORDINATION AND MORTGAGES

26.1. Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided however, Tenant's obligation to subordinate this Lease is

expressly conditioned upon Tenant receiving a written agreement in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein.

26.2. Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith within 30 days after the execution of this Lease.

26.3. Request for Notice

Landlord acknowledges that Tenant intends to record a Request for Notice with respect to any mortgages or deeds of trust affecting the Property in the form of Document V in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

26.4. Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any Notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten days within which to cure such default.

27. SURRENDER OF POSSESSION

Subject to casualty, on the date of the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture) prior to the expiration date.

28. SIGNAGE

Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances.

29. QUIET ENJOYMENT

So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

30. GENERAL

30.1. Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2. Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3. Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

30.4. Entire Agreement

This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5. Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6. Notices

All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

30.7. Governing Law and Forum

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8. Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9. Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10. Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if

not refused within ten (10) days after written request is made therefore, together with all necessary information.

30.11. Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document III in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

30.12. Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

31. AUTHORITY

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegate (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and

deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

32. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

32.1. Consideration of GAIN Program Participants

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment, openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

32.2. Solicitation of Consideration

It is improper for any County officer employee or agent to solicit consideration in any form from a Landlord with the implication, suggestion or statement that the Landlord's provision of the consideration may secure more favorable treatment for the Landlord in the award of the Lease or that Landlord's failure to provide such consideration may negatively affect the County's consideration of the Landlord's offer to lease. A Landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Landlord's submission being eliminated from consideration.

32.3. Landlord Assignment

- a. Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

- b. Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.
- c. Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the County. Notwithstanding the foregoing, the County hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (collateralized mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- d. Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the County may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the County during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the County may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- e. Landlord shall give the County notice and a copy of each Security Agreement and any other instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least two weeks prior to the effective date thereof.
- f. Landlord shall not furnish any information concerning County or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the County) to any person or entity, except with County's prior written consent, which shall not be unreasonably withheld. Landlord shall indemnify, defend and hold County and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section.

- g. The provisions of this Section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns whether so expressed or not.

33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest, including, but not limited to, preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.

34. OPTION TO EXTEND

- a. Terms of Options. Provided that no material Default has occurred and is continuing under the Lease at the time the applicable option is exercised, Tenant shall have two (2) options to renew this Lease for an additional period of five (5) years each (respectively, the "First Extension Term" and the "Second Extension Term", and collectively, the "Extension Term(s)").
- b. Exercise of Option. Tenant shall exercise any of its options to extend this Lease by giving Landlord written notice (the "Tenant's Exercise Notice") of its election to do so no later than one hundred eighty (180) days prior to the end of the initial Term, or the First Extension Term, as applicable. Within fifteen (15) business days following Landlord's receipt of Tenant's Exercise Notice, Landlord shall give Tenant written notice (the "Landlord's Operating Expense Rent Notice") of the amount of Operating Expense Rent to be payable by Tenant during the applicable Extension Term, including the annual increase thereto to be applicable during such Extension Term. Tenant shall thereafter have the right to rescind Tenant's Exercise Notice by giving Landlord written notice of such rescission within twenty (20) business days following Tenant's receipt of Landlord's Operating Expense Rent Notice. If Tenant timely rescinds Tenant's Exercise Notice, then the applicable option and any succeeding option shall automatically be null and void, and of no further force or effect. If Tenant does not timely rescind Tenant's Exercise Notice, then the Landlord and Tenant acknowledge that only the Board of Supervisors of the County of

Los Angeles (Board) possesses the authority for Tenant to actually exercise an option, and therefore, any exercise of an option will be valid and binding only if specifically authorized by the Board through their express vote and approval.

- c. Terms and Conditions of Extension Terms. Any of the Extension Terms shall be on all the terms and conditions of this Lease, provided that (i) Base Rent shall continue to be increased on every anniversary of the Adjustment Date during the applicable Extension Term in accordance with Section 5 hereof, and (ii) Operating Expense Rent for the applicable Extension Term shall be set forth in Landlord's Operating Expense Rent Notice.

35. OPERATING EXPENSE RENT

In addition to Basic Rent, Tenant shall pay Landlord, concurrently with its payment of Basic Rent, additional rent for the operating expenses ("Operating Expense Rent") associated with Landlord's ownership, maintenance, operation and management of the Building. The Operating Expense Rent is subject to annual fixed increases of 3% (\$636.61 per month). This fixed increase shall not apply to taxes.

36. FIRST RIGHT OF REFUSAL TO PURCHASE THE PREMISES

In the event Landlord desires to sell the Premises, or any portion of its interest in the Premises, and shall have received an acceptable bona fide offer to purchase the Premises or such interest (the "Offer"), Landlord shall give written notice of its intent to sell (the "Notice of Intent to Sell") to Tenant, together with an executed copy of the Offer setting forth all of the terms of the proposed purchase and identifying the prospective purchaser. Tenant shall then have an option to purchase the Premises or such interest on the same terms and conditions as set forth in the Offer; provided that if the terms and conditions of the Offer provide for an exchange of like kind real property as payment of all or a portion of the purchase price, Tenant may exercise its option to purchase by stating in its written notice of exercise its willingness to participate in an exchange transaction in which Landlord shall identify certain real property which Tenant, shall acquire and exchange with Landlord for the Premises on terms and conditions otherwise consistent with the Offer. If no exchange is contemplated in the Offer, Tenant shall have the further option of paying Landlord in cash at closing the full amount of the purchase price of the Premises or Landlord's interest in the Premises, notwithstanding any non-cash terms set forth in the Offer. If Tenant elects to exercise its option, it shall give Landlord written notice of such election within thirty (30) days after receipt of the Notice of Intent to Sell. Said notice shall be sent by the Tenant to Landlord. If Tenant fails to exercise its option within such thirty-day period, (i) Landlord shall be free to accept an offer to sell the Premises or interest therein on the terms set forth in the Offer at any time within ninety (90) days after the expiration of such thirty-day period and (ii) Tenant shall, upon request, deliver

to Landlord an acknowledgment of Tenant's failure to exercise the option and Landlord's right to sell the Premises or interest therein pursuant to this Section.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

OPPIDAN, LLC
a California limited liability company
By: Sancam Inc., Managing Member

By: [Signature]
Name: _____
Its: _____

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: Hilda L. Solis
Hilda L. Solis
Chair, Board of Supervisors

ATTEST:

Lori Glasgow
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy

By: Lachelle Smitherman
Deputy

APPROVED AS TO FORM

Mary C. Wickham
County Counsel

By: [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

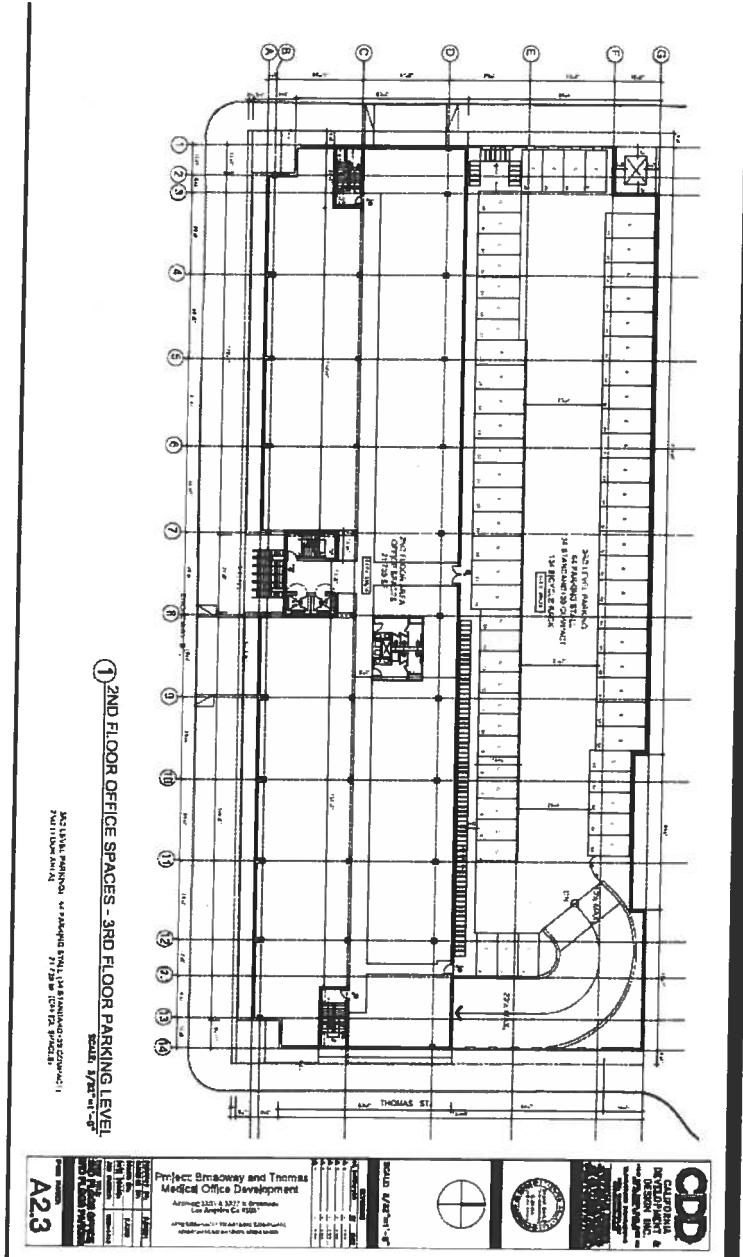
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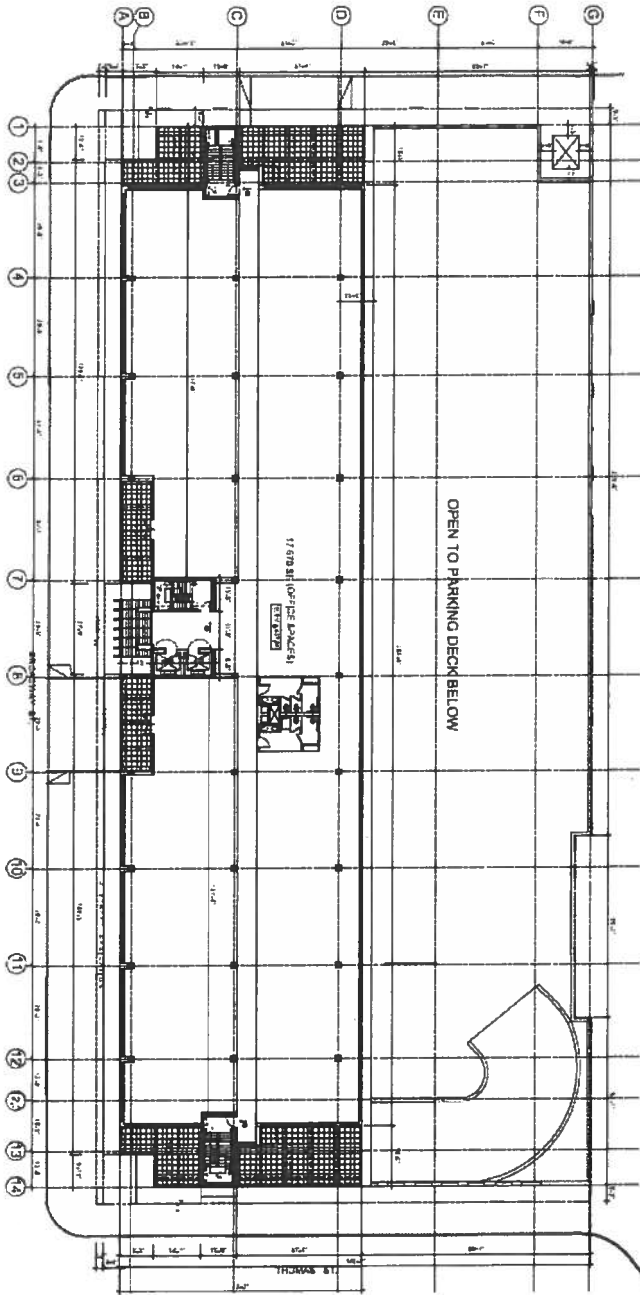
OCT 4 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

EXHIBIT A

FLOOR PLAN OF PREMISES





① THIRD FLOOR OFFICE SPACES.
 SCALE: 3/32" = 1'-0"
 SHEET NO. A2.4

<p>CDD CLASHAM DEVELOPMENT & DESIGN INC. ARCHITECTURE & PLANNING</p>		<p>Project: Bracaway and Thomas Medical Office Development Address: 1300 & 1317 N. Bracaway Los Angeles Ca 90017</p>
		<p>Scale: 3/32" = 1'-0" Date: 11/11/11 Drawn: [Name] Checked: [Name] Title: [Title]</p>

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

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

Parcel 1:

Lots 1 to 5 inclusive, Block "A" of the H.M. Johnston Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 12 Page 30 of Miscellaneous Records, in the office of the County recorder of said County.

Excepting from Lot 2 the rear 5 feet, reserved for alley purposes.

Parcel 2:

Lot 6, Block "A", of the H.M. Johnston Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 12 Page 30 of Miscellaneous Records, in the office of the County recorder of said County.

(End of Legal Description)

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM AND CONFIRMATION OF LEASE TERMS

Reference is made to that certain lease ("Lease") dated _____, 200_, between County of Los Angeles, a body politic and corporate ("Tenant"), and _____, a _____ ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at _____ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date").
2) Tenant has accepted possession of the Premises and now occupies the same;
3) The Lease commenced on _____ ("Commencement Date").
4) The Premises contain _____ rentable/gross square feet of space; and

For clarification and the purpose of calculating future rental rate adjustments:

- 1) Monthly Basic Rent _____
2) Monthly Operating Expense Rent _____
3) The Base Index Month is _____
4) The Base Index is _____
5) The New Index Month is _____

IN WITNESS WHEREOF, this memorandum is executed this __ day of _____, 20_____.

Table with 2 columns: Tenant and Landlord. Tenant side includes 'COUNTY OF LOS ANGELES a body politic and corporate' and signature lines. Landlord side includes signature lines.

EXHIBIT D

HEATING, VENTILATION AND AIR CONTITIONING

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT E
CLEANING AND MAINTENANE SCHEDULE

A. N/A

B. N/A

C. N/A

D. N/A

2. SEMI-ANNUALLY

A. Windows washed as required inside and outside but not less frequently than twice annually.

B. N/A

C. N/A

3. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

Exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator

C. N/A

4. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.

LANDLORD'S WORK LETTER

For

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE AND AGREEMENT**

DEPARTMENT: MENTAL HEALTH, as Tenant

LANDLORD: OPPIDAN, LLC

**3303 NORTH BROADWAY STREET
LOS ANGELES, CALIFORNIA 90031**

LANDLORD'S WORK LETTER

This Work Letter supplements the Lease (the "Lease") dated _____, 20____, executed concurrently herewith, by and between OPPIDAN, LLC ("Landlord") as Landlord, and COUNTY OF LOS ANGELES ("Tenant" or "County") as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

(a) <u>Base Tenant Improvement Allowance:</u>	\$1,515,745 (i.e., \$35 per rentable square foot of the Premises).
(b) <u>Additional Tenant Improvement Allowance:</u>	\$3,897,630 (i.e., \$90 per rentable square foot of the Premises) amortized at a rate of six (6%) per annum.
(c) <u>Maximum Change Order Allowance:</u>	N/A
(d) <u>Additional Tenant Improvement and Change Order Amortization Rate:</u>	Any Additional Tenant Improvement Allowance in excess of (a) Base Tenant Improvement Allowance and (b) Additional Tenant Improvement Allowance, as set forth in Sections 1.2(a) and (b) above, shall be amortized at a rate of six percent (6%) per annum.
(e) <u>Basic Rent Reduction per \$1,000:</u>	Not Applicable.
(f) <u>Tenant's Work Letter Representative:</u>	Miguel Covarrubias or an assigned staff person of the Chief Executive Office-Real Estate Division.
(g) <u>Landlord's Work Letter Representative:</u>	An assigned staff person of the Landlord.
(h) <u>Landlord's Address for Work Letter Notice:</u>	See Section 1(a) of the Lease.
(i) <u>Tenant's Address for Work Letter</u>	Board of Supervisors Kenneth Hahn Hall of Administration

<p><u>Notice:</u></p>	<p>Room 383 500 West Temple Street Los Angeles, California 90012 With a copy to: Chief Executive Office- Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate Fax Number: (213) 217-4971</p>
<p>(j) <u>Addenda:</u></p>	<p>Addendum A: Base Building Improvements Addendum B: Tenant Improvements</p>

2. **Construction of the Building.**

2.1 **Base Building Improvements.** Landlord has constructed or shall construct the base Building improvements as a part of the Building described on Addendum A hereto (the "Base Building Improvements"). To the extent that the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall be considered Tenant Improvements (as defined below) only to the extent such changes or additions are specifically described in Addendum B hereto.

2.2 **Additional Costs Not Tenant Improvement Costs.**

(a) In the event that the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred had the Building been in compliance with such codes, such costs shall not be included in the calculation of Tenant Improvement Costs as defined below and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or make existing building systems, including, but not limited to, electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Tenant Improvement Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes"; (ii) fire sprinkler system installation or upgrade; (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere; (iv) utility costs incurred during construction; (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease; or (vi) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase permitted structural floor loading in order to accommodate Tenant's libraries, file rooms, unusual live loads and other such uses, as identified prior to commencement of construction.

2.3 **Base Building Plans.** Landlord has delivered to Tenant "as built" plans and specifications for the Building in an AutoCAD 2000 format. In the event Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, such increased costs will be reimbursed to Tenant and any delay caused thereby shall not be a Tenant Delay, as defined below.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three proposals from qualified licensed architects ("Architect") and engineers ("Engineer") familiar with all applicable laws and building requirements detailing a scope of work, with reference solely to the Tenant Improvements, sufficient to complete the Working Drawings as defined below. The Architect and the Engineer shall be selected by Landlord subject to Tenant's consent, which consent shall not be unreasonably withheld, and which consent (or refusal to consent for reasonable reasons) shall be granted within three business days after Landlord has submitted the name of the Architect and the Engineer to Tenant together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until the Architect and the Engineer is/are finally approved by Tenant and written consent has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans, as defined below, and a proposed construction contract approved by Tenant, shall be submitted to contractors, selected by Landlord and approved by Tenant, sufficient in number so that a minimum of three bids are received. Each approved contractor shall be requested to submit a sealed fixed price contract bid price (on such contract form as Landlord shall designate) to construct the Tenant Improvements designated on the Final Plans. Landlord and Tenant shall jointly open and review the bids. Landlord and Tenant, after adjustments for inconsistent assumptions, shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with Landlord consistent with the terms of the bid to construct the Tenant Improvements.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit to Landlord a space plan and specifications for the Premises showing all demising walls, corridors, entrances, exits, doors, interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively the "Space Plan").

5.2 **Preparation and Approval of Working Drawings.** Subject to the Landlord and Tenant having selected and approved an Architect and Engineer, within ten days of the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of Working Drawings (the "Working Drawings"), which shall be compatible with the design, construction and equipment of the Building, comply with all applicable laws, be capable of physical measurement and construction, contain all such information as may be required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and contain all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times. Landlord shall provide Tenant the Working Drawings, or such portion as has from time to time been submitted, for review. Landlord shall be solely responsible for insuring that the Working Drawings fully comply with all applicable building codes and are free from errors or omissions on the part of the Architect.

5.3 Preparation and Approval of Engineering Drawings. Landlord shall cause the Architect to coordinate all engineering drawings prepared by the Engineer, showing complete mechanical, electrical, plumbing, and HVAC plans ("Engineering Drawings") to be integrated into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has approved the Engineering Drawings, Landlord shall cause the Architect to integrate the approved Working Drawings with the approved Engineering Drawings (collectively "Final Plans") and deliver five sets of the Final Plans to Tenant. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements) and power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements.

5.5 Approval of Plans by Tenant. Approval by Tenant shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within 30 days after the Plan Submission Date, Landlord shall submit to Tenant a detailed construction schedule, subject to approval by Tenant which approval shall not be unreasonably withheld, setting forth the dates specific completion of certain project benchmarks including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of construction contract, construction commencement, construction completion, Projected Commencement Date and other similar dates. As the construction continues, Landlord shall amend the schedule from time to time to reflect any changes to the projected dates.

6. Final Construction Budget and Payment of Tenant Construction Costs.

6.1 Construction Budget. Within three days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary budget (the "Preliminary Budget"). Such budget shall be revised into final form within thirty days from of the date the Contractor is selected and will be referred to herein as the "Final Construction Budget". Tenant shall have five days from the date of receipt of the Final Construction Budget to approve or disapprove the Final Construction Budget. Construction of the Tenant Improvements shall not begin until such time as Tenant indicates its approval or disapproval of the Final Construction Budget or the five day period expires without any response from Tenant. In the event Tenant disapproves the Final Construction Budget due to matters related to cost and the Final Construction Budget is ten percent (10%) or more higher in cost than was projected in the Preliminary Construction Budget, then any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. Landlord shall review the Space Plan, Working Drawings, Engineering Drawings and Final Plans at its sole cost and expense. No fee for profit, overhead or general conditions in connection with the construction of the Tenant Improvements shall be included in the Final Construction Budget unless approved by Tenant.

6.2 Additional Tenant Improvement Allowance. All improvements required by the Working Plans and modular furniture described in the Modular Specifications, as further described in Addendum B hereto (collectively, the "Tenant Improvements") shall be at Landlord's sole cost and expense. Costs of Tenant Improvements shall include, without limitation, construction costs for furniture, telecommunications equipment, soft costs and any other costs designated in writing by Tenant not to exceed, in the aggregate, the sum of the Base Tenant Improvement Allowance, the Additional Tenant Improvement Allowance and costs of Change Orders, as defined below (collectively "Tenant Improvement Costs"). Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements except for delays or costs arising from Tenant Delays as defined below. It is anticipated that the Tenant Improvement Costs will exceed the Tenant Improvement Allowance, and Tenant's Chief Executive Office may authorize Landlord to pay the overage in an amount not exceeding the Additional Tenant Improvement Allowance. The Additional Tenant Improvement Allowance shall be paid to Landlord as provided herein.

6.3 Method of Payment. That portion of the Additional Tenant Improvement Allowance and Change Order Allowance used to pay for the Tenant Improvement Costs may, at Tenant's election be paid to Landlord (i) in a lump sum when the Tenant Improvements are Substantially Complete, or (ii) in equal amortized monthly payments over the term of the Lease at the Tenant Improvement Amortization Rate. Tenant may at any time during the Term prepay Landlord in a lump sum for all or any portion of the Tenant Improvement Costs, amortizing any remaining amount in monthly payments over the term of the Lease at the Tenant Improvement Amortization Rate.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and materials providers providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified persons. Landlord shall submit at least three sealed fixed price bids for the construction of the Tenant Improvements to Tenant for its review prior to the award of the Construction Contract. The bids shall be jointly opened and reviewed. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. At least three bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

(a) Permits. Landlord shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans.

(b) Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within 15 days after issuance of all such necessary permits. Landlord shall commence and, once commenced, shall thereafter diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure Delays.

7.3 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, carpeting and any or all other decorator selection efforts required by Tenant, shall be provided by Landlord at Landlord's expense in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises themselves or in other areas utilized by Landlord or its contractors, and agrees to reimburse Tenant for any and all expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(d) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Tenant. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including, but not limited to, all provisions of the Labor Code of the State of California. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements. Particulars of the current Prevailing Wage Scale as approved by the Board of Supervisors which are applicable to the work are filed with the Clerk of the Board of Supervisors and must be posted at the site.

7.4 Conformed Plans. Within 60 days after Substantial Completion of the Tenant Improvements and receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted on a CD or USB flash drive in Auto CAD R 12.dwg (or later version) format or .DXF format, along with one complete set of mylar transparencies of drawings and one complete set of specifications.

8. Change Orders. Tenant and Landlord may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. The amount of the Maximum Change Order Allowance set forth in Section 1 has been authorized by the Board of Supervisors of the County to be used to pay the costs of all authorized Change Orders but only the Chief Executive Officer is authorized to approve Change Orders on behalf of Tenant and then only if the aggregate amount of such approved Change Orders does not exceed the Maximum Change Order Allowance. Tenant may elect to pay for Change Orders by: (a) payment in a lump sum upon Substantial Completion of the Tenant Improvements, or (b) amortization of such costs over the initial Term of the Lease at the Change Order Amortization Rate payable in equal monthly installments over the initial Term of the Lease. Landlord shall submit to the Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or

shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. **Furniture System.**

9.1 Tenant shall deliver to Landlord within -twenty days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's Architect, shall prepare a modular furniture specifications bid package for submission to no less than three furniture vendors. Prior to submission for bids, Landlord shall review the bid package with Tenant and Tenant shall have the right to approve or disapprove the bid package. Landlord shall provide at its cost the modular furniture set forth in the Modular Specifications and shall not be responsible for the cost of such modular furniture in excess of the Additional Tenant Improvement Allowance. Tenant shall reimburse the Landlord in a lump sum or in accordance with a financed transaction entered into between Landlord and the furniture vendor acceptable to the Tenant, including, but not limited to, a lease purchase agreement, provided the outstanding balance can be no more than One Dollar (\$1) at the end of a term not to exceed 120 months.

9.2 Tenant may opt to finance the lump-sum payment for the cost of modular furniture through lease-purchase financing with a third-party vendor ("Creditor"). In the event the Tenant elects to enter into a lease-purchase financing of the furniture and telecommunications equipment (the "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the realty or real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage occasioned by such removal shall be repaired by Creditor.

(b) Landlord shall be notified by Creditor of any plan by Creditor to remove the Personal Property.

(c) This section shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord does hereby waive any right to gain possession of any of Personal Property during the term of this Lease.

10. **Tenant Improvement Costs Adjustment and Right to Audit.** Within thirty days of the issuance of a Certificate of Occupancy, or a final sign-off by the City of Los Angeles, which ever occurs first, Landlord shall provide to Tenant a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Tenant to Landlord. Upon approval of the statement by Tenant, payments by either party pursuant to the Lease and this Landlord's Work Letter shall be adjusted as appropriate, based upon such statement. Tenant shall have the right to audit these costs for a period of 12 months from the date of acceptance by Tenant of the Premises. In the event the audit shows that Tenant is entitled to a reduction in payments to the Landlord under this Landlord's Work Letter, Tenant shall provide Landlord with a copy of the audit

summary and Landlord, within 30 days, shall refund to Tenant the amount of any overpayment made by Tenant and all future payments shall be adjusted as appropriate based upon the audit results.

11. **Exclusions.** The Tenant Improvement Costs shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Landlord.

12. **Telephone/Computer Room and Equipment.** Landlord shall complete the telephone equipment room(s) including permanent power and HVAC, in compliance with the Space Plan and specifications provided by Tenant, at least 30 days prior to the Projected Commencement Date. During this 30 day period, the Landlord shall be solely responsible for any telephone/data equipment delivered to the site for programming prior to the Projected Commencement Date.

13. **Delay.**

13.1. **Tenant Delays and Force Majeure Delays.** Except as set forth herein, no delay in the completion of construction of the Tenant Improvements shall be considered in the determination of the Commencement Date of the Lease and, except as set forth herein or in the Lease, under no circumstance shall Tenant be charged with any delay whatsoever as a result of delay in the construction of Tenant Improvements. Subject to the provisions of Section 13.2, the Projected Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)").

13.2. **Limitations.**

(a) **Notice.** No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless Landlord has provided written notice, within 48 hours of the event giving rise to such claim, in compliance with the Lease, to Tenant specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred only commencing as of the date Tenant received such notice from Landlord.

(b) **Mitigation.** Tenant Delays and Force Majeure Delays shall delay the Projected Commencement Date only in the event that Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, which efforts Landlord shall be obligated to make (provided such additional cost incurred by Landlord due to such effort does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to such excess).

(c) **Concurrent Delays.** Tenant Delays and Force Majeure Delays shall be recognized hereunder only to the extent the same are not concurrent with any other Tenant Delay or Force Majeure Delay which is effective hereunder. For example, if there are ten days of Tenant Delays and four days of Force Majeure Delays which occur during the same ten day

period of such Tenant Delays, then the Projected Commencement Date would be extended by only ten days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, the Projected Commencement Date would be extended by 14 days.

(d) Change Orders. Landlord may not claim that a Change Order requested by Tenant was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the Change Order authorization.

14. **Default**. Any default by Landlord and/or Tenant under the terms of this Landlord's Work Letter shall constitute a default under the Lease and shall entitle Landlord and/or Tenant to exercise all remedies set forth in the Lease.

15. **Tenant Remedies**. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if Tenant Improvements have not been completed within 60 days after the Projected Commencement Date, Tenant may, at its option:

15.1. Receive one (1) day of rent abatement for each day Tenant Improvements have not been completed within 60 days after the Projected Commencement Date; or

15.2. Upon 30 days written notice to Landlord, assume the responsibility for providing the Tenant Improvements itself. If Tenant elects to provide Tenant Improvements itself, then:

(a). Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b). Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for its administrative costs, and including interest at the rate of six percent (6%) (collectively, "Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five years and deducted from the rent payable hereunder and under the Lease.

16. **Representatives**.

16.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Landlord's Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.

16.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Landlord's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Landlord's Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.

17. **Elevator Usage During Move-In.** In the event that the use of the passenger elevators and/or hoists is not sufficient to meet Tenant's requirements, Landlord shall cause to be made operational (a) a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment.

18. **Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place which is mutually convenient. An initial construction meeting shall be held within five days of the date the Contractor is selected.

19. **Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service or personal hand delivery, unless otherwise agreed by Landlord and Tenant.

LANDLORD:

By: OPPIDAN, LLC
a California limited liability company
By: Sancam Inc., Managing Member

Name: _____
Title: _____
Date Signed: _____

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
Name: Chris M. Montana
Title: Director of Real Estate
Date Signed: 4/6/16

ADDENDUM A To Landlord's Work Letter

BASE BUILDING IMPROVEMENTS

Landlord has constructed (or will construct) the Building to include the following:

(a) The Building shell and exterior, including perimeter window frames, mullions and glazing in good condition;

(b) The core area, including mechanical, electrical, sprinkler, plumbing, life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) Men's and women's toilet rooms, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Unpainted exterior dry wall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows;

(e) Public stairways;

(f) Passenger elevators;

(g) Parking facilities;

(h) Ground floor lobby;

(i) Finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) Exterior plazas and landscaping;

(k) Intentionally deleted.

(l) Drinking fountains at the core;

(m) Electrical/telephone closet with not less than seven watts per square foot of rentable area of normal power in the floor electrical closet;

(n) Conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on floors _____, in which case Landlord, at no cost to Tenant and without deduction from the Tenant Improvement Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(o) Two 208/120 and one 480/277 volt panels connected to the Building power system;

(p) Mechanical equipment room with ducted mechanical exhaust system;

(q) Concrete floors with trowelled finish, level to specified tolerances and designed to support a minimum live load of 50 pounds per square foot and a partition load of 20 pounds per square foot;

- (r) Standard window coverings;
- (s) Primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;
- (t) Hot and cold air loops located within the Premises;
- (u) Primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;
- (v) Primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;
- (w) Access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (x) Gypsum board on the service core walls, columns and sills in the Premises.

ADDENDUM B To Landlord's Work Letter

TENANT IMPROVEMENTS

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) As applicable, Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

DATE POSTED – February 2, 2016

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Executive Office

2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
MiguelCovarrubias	(213) 974-4164

3. Date Information Form Submitted – February 2, 2016

4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office

5. Address of Facility Involved – 3303-3331 North Broadway Street, Los Angeles, CA 90013

6. Description of Project - The leasing of office space in a commercial building to be used by the County of Los Angeles, Departments of Mental Health for offices providing services to area residents.

7. Finding for Negative Declaration - It has been determined that this project will not have a significant effect on the environment.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

THIS NOTICE WAS POSTED
ON February 02 2016
UNTIL March 03 2016
REGISTRAR – RECORDER/COUNTY CLERK

2016 026192

FILED
Feb 02 2016

Dean C. Logan, Registrar – Recorder/County Clerk
Electronically signed by KATHRYN BRAJLSFORD

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease facilities at 3303 -3327 North Broadway Street, Los Angeles, California, which will be used by the Department of Mental Health for offices providing services to area residents. The facility, located in the First Supervisorial District approximately 1 mile from the Los Angeles Civic Center, includes approximately 43,307 square feet of office. The Landlord has no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

2016 026192



FILED
Feb 02 2016

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN BRAILSFORD

NEGATIVE DECLARATION

Department Name: Mental Health
Project: Northeast Mental Health Clinic and Wrap
 Around Administrative Offices

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The leasing of existing office space in an existing commercial building to be used by the County of Los Angeles, Department of Mental Health providing services to area residents.

2. a. Location of Project (plot plan attached)

3303-3331 North Broadway Street, Los Angeles, CA 90013

b. Name of Project Proponent

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated February 2, 2016 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date
February 2, 2016

Real Property Agent
Miguel Covarrubias

Telephone
(213) 974-4164

2016 026192

FILED
Feb 02 2016

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN BRAILSFORD

Google Maps 3303 N Broadway



2016 026192



FILED

Feb 02 2016

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by KATHRYN BRAMBLESPOND

Map data ©2016 Google

200 ft



State of California – Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 South Coast Region
 3883 Ruffin Road
 San Diego, CA 92123
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
 CHARLTON H. BONHAM, Director



CEQA Filing Fee No Effect Determination

Applicant Name and Address:

County of Los Angeles
 Chief Executive Office - Real Estate Division
 222 South Hill Street, 4th Floor
 Los Angeles, CA 90012

CEQA Lead Agency: County of Los Angeles, Chief Executive Office, Real Estate Division

Project Name: Northeast Mental Health Clinic and Wrap Around Administrative Offices - 3303-3331 North Broadway Street

CEQA Document Type: Negative Declaration

State Clearing House Number and/or local agency ID number: NA

Project Location: 3303 - 3331 North Broadway Street

Project Description: The proposed project consists of approximately 43,307 sq. ft. of office space and 175 site parking spaces for the Department of Mental Health (DMH). The space will be used as the DMH Northeast Mental Health Center.

Determination: Based on a review of the project as proposed, the Department of Fish and Wildlife has determined that for purposes of the assessment of CEQA filing fees (Fish and Game Code [FGC] Section 711.4(c)) the project has no effect on fish, wildlife or their habitat and the project as described does not require payment of a CEQA filing fee. This determination does not in any way imply that the project is exempt from CEQA and does not determine the significance of any potential project effects evaluated pursuant to CEQA.

Please retain this original determination for your records. Local lead agencies are required to file two copies of this determination with the county clerk at time of filing of the Notice of Determination (NOD) after the project is approved. State lead agencies are required to file two copies of this determination with the Office of Planning and Research (State Clearinghouse) at the time of filing the NOD. If you do not file a copy of this determination as appropriate with the county clerk or State Clearinghouse at the time of filing of the NOD, the appropriate CEQA filing fee will be due and payable.

Without a valid CEQA Filing Fee No Effect Determination form or proof of fee payment, the project will not be operative, vested, or final and any local permits issued for the project will be invalid, pursuant to FGC Section 711.4(c)(3).

DFW Approved By: Scott P. Harris Date: 02/23/2016

Title: Environmental Scientist

Conserving California's Wildlife Since 1870

CITY OF LOS ANGELES
 OFFICE OF THE CITY CLERK
 ROOM 395, CITY HALL
 LOS ANGELES, CALIFORNIA 90012
 CALIFORNIA ENVIRONMENTAL QUALITY ACT
PROPOSED MITIGATED NEGATIVE DECLARATION

LEAD CITY AGENCY City of Los Angeles	COUNCIL DISTRICT CD 1 - GILBERT CEDILLO
--	---

PROJECT TITLE ENV-2012-1881-MND	CASE NO. DIR-2012-1880-CDO, ZA-2012-1879-CU-ZV-ZAD-SPR
---	--

PROJECT LOCATION
3331 N NORTH BROADWAY

PROJECT DESCRIPTION
 The project includes the construction, use and maintenance of a 47,300 sq. ft. three story medical office building with an adjacent four level parking structure on a 48,573 square foot lot in the [Q]C4-1VL-CDO Zone. The medical office building is 39,370 sq. ft. and the first floor of the parking structure includes 7,930 sq. ft. of retail. Existing retaining walls and concrete pavement on the site will be demolished. The Project also requires LADBS approval of a haul route to permit the export of up to 18,000 cubic yards of exported material.

NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY
 Arman Gabay
 9034 West Sunset Boulevard
 West Hollywood, CA 90069

FINDING:
 The City Planning Department of the City of Los Angeles has Proposed that a mitigated negative declaration be adopted for this project because the mitigation measure(s) outlined on the attached page(s) will reduce any potential significant adverse effects to a level of insignificance

(CONTINUED ON PAGE 2)

SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

Any written comments received during the public review period are attached together with the response of the Lead City Agency. The project decision-maker may adopt the mitigated negative declaration, amend it, or require preparation of an EIR. Any changes made should be supported by substantial evidence in the record and appropriate findings made.

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM	TITLE	TELEPHONE NUMBER
MARY RICHARDSON	City Planning Associate	(213) 978-1478

ADDRESS	SIGNATURE (Official)	DATE
200 N. SPRING STREET, 7th FLOOR LOS ANGELES, CA. 90012	<i>Bealre Leub</i>	APRIL 11, 2016

III-90. Air Quality

- Air Quality impacts from project implementation due to construction-related emissions may occur. However, the potential impact may be mitigated to a less than significant level by the following measures:
- AQ-1 All off-road construction equipment greater than 50 hp shall meet US EPA Tier 4 emission standards, where available, to reduce NO_x, PM₁₀ and PM_{2.5} emissions at the Project site. In addition, all construction equipment shall be outfitted with Best Available Control Technology devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
- AQ-2 Require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) and if the Lead Agency determines that 2010 model year or newer diesel trucks cannot be obtained, the Lead Agency shall require trucks that meet U.S. EPA 2007 model year NO_x emissions requirements.
- AQ-3 At the time of mobilization of each applicable unit of equipment, a copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided.

XII-20. Increased Noise Levels (Demolition, Grading, and Construction Activities)

-
- Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
- Demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.

XII-40. Increased Noise Levels (Parking Structure Ramps)

- Environmental impacts may result from project implementation due to noise from cars using the parking ramp. However, the potential impacts will be mitigated to a less than significant level by the following measures:
- Concrete, not metal, shall be used for construction of parking ramps.
- The interior ramps shall be textured to prevent tire squeal at turning areas.
- Parking lots located adjacent to residential buildings shall have a solid decorative wall adjacent to the residential.

XIV-40. Public Services (Construction Activity Near Schools)

- Environmental impacts may result from project implementation due to the close proximity of the project to a school. However, the potential impact will be mitigated to a less than significant level by the following measures:
- The developer shall install appropriate traffic signs around the site to ensure pedestrian and vehicle safety.
- There shall be no staging or parking of construction vehicles, including vehicles to transport workers on any of the streets adjacent to the school.
- Due to noise impacts on the schools, no construction vehicles or haul trucks shall be staged or idled on these streets during school hours.
- The developer and contractors shall maintain ongoing contact with administrators of Abraham Lincoln High School, Pueblo Continuation High School, Gates Street Elementary School, Gates Street Early Education Center and the Little Flower Educational Child Care Center. The administrative offices shall be contacted when demolition, grading and construction activity begin on the project site so that students and their parents will know when such activities are to occur. The developer shall obtain school walk and bus routes to the schools from either the administrators or from the LAUSD's Transportation Branch (323) 342-1400 and guarantee that safe and convenient pedestrian and bus routes to the school be maintained.

XIV-50. Public Services (Schools affected by Haul Route)

-
- Haul route scheduling shall be sequenced to minimize conflicts with pedestrians, school buses and cars at the arrival and dismissal times of the school day. Haul route trucks shall not be routed past the school during periods when school is in session especially when students are arriving or departing from the campus.
- LADBS shall assign specific haul route hours of operation based upon the hours of operation of Abraham Lincoln High School, Pueblo Continuation High School, Gates Street Elementary School, Gates Street Early Education Center and the Little Flower Educational Child Care Center. Haul route scheduling shall be sequenced to minimize conflicts with pedestrians, school buses and cars at the arrival and dismissal times of the school day. Haul route trucks shall not be routed past the school during periods when school is in session especially when students are arriving or departing from the campus.


CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CALIFORNIA 90012
CALIFORNIA ENVIRONMENTAL QUALITY ACT
INITIAL STUDY
and CHECKLIST
(CEQA Guidelines Section 15063)

LEAD CITY AGENCY: City of Los Angeles		COUNCIL DISTRICT: CD 1 - GILBERT CEDILLO	DATE: 12/22/2015
RESPONSIBLE AGENCIES: Department of City Planning			
ENVIRONMENTAL CASE: ENV-2012-1881-MND		RELATED CASES: DIR-2012-1880-CDO, ZA-2012-1879-CU-ZV-ZAD-SPR	
PREVIOUS ACTIONS CASE NO.:		<input type="checkbox"/> Does have significant changes from previous actions. <input checked="" type="checkbox"/> Does NOT have significant changes from previous actions.	
PROJECT DESCRIPTION: NEW 5-STORY MEDICAL OFFICE AND RETAIL BUILDING WITH A PARKING GARAGE. THE ENTIRE PROJECT IS 47,300 SQUARE FEET IN SIZE .			
ENV PROJECT DESCRIPTION: The project includes the construction, use and maintenance of a 47,300 sq. ft. three story medical office building with an adjacent four level parking structure on a 48,573 square foot lot in the [Q]C4-1VL-CDO Zone. The medical office building is 39,370 sq. ft. and the first floor of the parking structure includes 7,930 sq. ft. of retail. Existing retaining walls and concrete pavement on the site will be demolished. The Project also requires LADBS approval of a haul route to permit the export of up to 18,000 cubic yards of exported material.			
ENVIRONMENTAL SETTINGS: Properties to the north are zoned [Q]RD3-1D-HPOZ and are improved with a mixture of single family dwellings and small apartment buildings. On Gates Street is located the Little Flower Educational Child Care Center. Properties to the east are zoned [Q]PF-1D and are improved with Abraham Lincoln High School. Properties to the South are zoned PF-1 and are improved with the Gates Street Elementary School, and one parcel is zoned [Q]C4-1XL-CDO improved with a mini shopping center containing a barber shop, a massage parlor, an office supply store and a restaurant. Properties to the west are zoned [Q]C4-1VL-CDO and are improved with a shopping center containing a dentist and a carpet store.			
PROJECT LOCATION: 3331 N NORTH BROADWAY			
COMMUNITY PLAN AREA: NORTHEAST LOS ANGELES STATUS: <input checked="" type="checkbox"/> Does Conform to Plan <input type="checkbox"/> Does NOT Conform to Plan		AREA PLANNING COMMISSION: EAST LOS ANGELES	CERTIFIED NEIGHBORHOOD COUNCIL: LINCOLN HEIGHTS
EXISTING ZONING: [Q]C4-1VL-CDO		MAX. DENSITY/INTENSITY ALLOWED BY ZONING:	
GENERAL PLAN LAND USE: NEIGHBORHOOD COMMERCIAL		MAX. DENSITY/INTENSITY ALLOWED BY PLAN DESIGNATION:	
		PROPOSED PROJECT DENSITY:	
		LA River Adjacent:	

Determination (To Be Completed By Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions on the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

	City Planning Associate	(213) 978-1478
Signature	Title	Phone

Evaluation Of Environmental Impacts:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of a mitigation measure has reduced an effect from "Potentially Significant Impact" to "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR, or negative declaration. Section 15063 (c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. **Supporting Information Sources:** A sources list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significance.

Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> AESTHETICS <input type="checkbox"/> AGRICULTURE AND FOREST RESOURCES <input checked="" type="checkbox"/> AIR QUALITY <input type="checkbox"/> BIOLOGICAL RESOURCES <input type="checkbox"/> CULTURAL RESOURCES <input type="checkbox"/> GEOLOGY AND SOILS	<input type="checkbox"/> GREEN HOUSE GAS EMISSIONS <input type="checkbox"/> HAZARDS AND HAZARDOUS MATERIALS <input type="checkbox"/> HYDROLOGY AND WATER QUALITY <input type="checkbox"/> LAND USE AND PLANNING <input type="checkbox"/> MINERAL RESOURCES <input checked="" type="checkbox"/> NOISE	<input type="checkbox"/> POPULATION AND HOUSING <input checked="" type="checkbox"/> PUBLIC SERVICES <input type="checkbox"/> RECREATION <input type="checkbox"/> TRANSPORTATION/TRAFFIC <input type="checkbox"/> UTILITIES AND SERVICE SYSTEMS <input type="checkbox"/> MANDATORY FINDINGS OF SIGNIFICANCE
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<p>INITIAL STUDY CHECKLIST (To be completed by the Lead City Agency)</p> <p><i>Background</i></p> <p>PROPONENT NAME: Arman Gabay</p> <p>APPLICANT ADDRESS: 9034 West Sunset Boulevard West Hollywood, CA 90069</p> <p>AGENCY REQUIRING CHECKLIST: Department of City Planning</p> <p>PROPOSAL NAME (if Applicable):</p>		<p>PHONE NUMBER: (310) 247-0900</p> <p>DATE SUBMITTED: 07/13/2012</p>
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Potentially significant impact	Less than significant with mitigation incorporated	Less than significant impact	No impact
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I. AESTHETICS				
a.	Have a substantial adverse effect on a scenic vista?		✓	
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			✓
c.	Substantially degrade the existing visual character or quality of the site and its surroundings?		✓	
d.	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		✓	
II. AGRICULTURE AND FOREST RESOURCES				
a.	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?			✓
b.	Conflict with existing zoning for agricultural use, or a Williamson Act contract?			✓
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?			✓
d.	Result in the loss of forest land or conversion of forest land to non-forest use?			✓
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			✓
III. AIR QUALITY				
a.	Conflict with or obstruct implementation of the applicable air quality plan?			✓
b.	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	✓		
c.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	✓		
d.	Expose sensitive receptors to substantial pollutant concentrations?	✓		
e.	Create objectionable odors affecting a substantial number of people?			✓
IV. BIOLOGICAL RESOURCES				
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			✓
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			✓
c.	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			✓
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			✓
V. CULTURAL RESOURCES				

Potentially significant impact	Less than significant with mitigation incorporated	Less than significant impact	No impact
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a.	Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?			✓
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		✓	
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓	
d.	Disturb any human remains, including those interred outside of formal cemeteries?		✓	
VI. GEOLOGY AND SOILS				
a.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			✓
b.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Strong seismic ground shaking?		✓	
c.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Seismic-related ground failure, including liquefaction?		✓	
d.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Landslides?			✓
e.	Result in substantial soil erosion or the loss of topsoil?		✓	
f.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		✓	
g.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓
h.	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			✓
VII. GREEN HOUSE GAS EMISSIONS				
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		✓	
b.	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?		✓	
VIII. HAZARDS AND HAZARDOUS MATERIALS				
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			✓
f.	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?			✓
g.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓

Potentially significant impact	Less than significant with mitigation incorporated	Less than significant impact	No impact
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h.	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓
IX. HYDROLOGY AND WATER QUALITY					
a.	Violate any water quality standards or waste discharge requirements?				✓
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				✓
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				✓
e.	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				✓
f.	Otherwise substantially degrade water quality?				✓
g.	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h.	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j.	Inundation by seiche, tsunami, or mudflow?				✓
X. LAND USE AND PLANNING					
a.	Physically divide an established community?				✓
b.	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c.	Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓
XI. MINERAL RESOURCES					
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b.	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓
XII. NOISE					
a.	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b.	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				✓
c.	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
d.	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		

Potentially significant impact	Less than significant with mitigation incorporated	Less than significant impact	No impact
--------------------------------	--	------------------------------	-----------

e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f.	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓

XIII. POPULATION AND HOUSING

a.	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b.	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c.	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

XIV. PUBLIC SERVICES

a.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection?				✓
b.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Police protection?				✓
c.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Schools?		✓		
d.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Parks?				✓
e.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Other public facilities?				✓

XV. RECREATION

a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b.	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

XVI. TRANSPORTATION/TRAFFIC

a.	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			✓	
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Potentially significant impact	Less than significant with mitigation incorporated	Less than significant impact	No impact
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b.	Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				✓
c.	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d.	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
e.	Result in inadequate emergency access?				✓
f.	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				✓

XVII. UTILITIES AND SERVICE SYSTEMS

a.	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				✓
b.	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				✓
c.	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				✓
d.	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				✓
e.	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				✓
g.	Comply with federal, state, and local statutes and regulations related to solid waste?				✓

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				✓
c.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓

Note: Authority cited: Sections 21083, 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080, 21083.05, 21095, Pub. Resources Code; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

DISCUSSION OF THE ENVIRONMENTAL EVALUATION (Attach additional sheets if necessary)

The Environmental Impact Assessment includes the use of official City of Los Angeles and other government source reference materials related to various environmental impact categories (e.g., Hydrology, Air Quality, Biology, Cultural Resources, etc.). The State of California, Department of Conservation, Division of Mines and Geology - Seismic Hazard Maps and reports, are used to identify potential future significant seismic events; including probable magnitudes, liquefaction, and landslide hazards. Based on applicant information provided in the Master Land Use Application and Environmental Assessment Form, impact evaluations were based on stated facts contained therein, including but not limited to, reference materials indicated above, field investigation of the project site, and any other reliable reference materials known at the time.

Project specific impacts were evaluated based on all relevant facts indicated in the Environmental Assessment Form and expressed through the applicant's project description and supportive materials. Both the Initial Study Checklist and Checklist Explanations, in conjunction with the City of Los Angeles's Adopted Thresholds Guide and CEQA Guidelines, were used to reach reasonable conclusions on environmental impacts as mandated under the California Environmental Quality Act (CEQA).

The project as identified in the project description may cause potentially significant impacts on the environment without mitigation. Therefore, this environmental analysis concludes that a Mitigated Negative Declaration shall be issued to avoid and mitigate all potential adverse impacts on the environment by the imposition of mitigation measures and/or conditions contained and expressed in this document; the environmental case file known as ENV-2012-1881-MND and the associated case(s), DIR-2012-1880-CDO, ZA-2012-1879-CU-ZV-ZAD-SPR. Finally, based on the fact that these impacts can be feasibly mitigated to less than significant, and based on the findings and thresholds for Mandatory Findings of Significance as described in the California Environmental Quality Act, section 15065, the overall project impact(s) on the environment (after mitigation) **will not:**

- Substantially degrade environmental quality.
- Substantially reduce fish or wildlife habitat.
- Cause a fish or wildlife habitat to drop below self sustaining levels.
- Threaten to eliminate a plant or animal community.
- Reduce number, or restrict range of a rare, threatened, or endangered species.
- Eliminate important examples of major periods of California history or prehistory.
- Achieve short-term goals to the disadvantage of long-term goals.
- Result in environmental effects that are individually limited but cumulatively considerable.
- Result in environmental effects that will cause substantial adverse effects on human beings.

ADDITIONAL INFORMATION:

All supporting documents and references are contained in the Environmental Case File referenced above and may be viewed in the EIR Unit, Room 763, City Hall.

For City information, addresses and phone numbers: visit the City's website at <http://www.lacity.org> ; City Planning - and Zoning Information Mapping Automated System (ZIMAS) cityplanning.lacity.org/ or EIR Unit, City Hall, 200 N Spring Street, Room 763. Seismic Hazard Maps - <http://gmw.consrv.ca.gov/shmp/> Engineering/Infrastructure/Topographic Maps/Parcel Information - <http://boemaps.eng.ci.la.ca.us/index01.htm> or City's main website under the heading "Navigate LA".

PREPARED BY:	TITLE:	TELEPHONE NO.:	DATE:
MARY RICHARDSON	City Planning Associate	(213) 978-1478	03/01/2016

Impact?	Explanation	Mitigation Measures
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APPENDIX A: ENVIRONMENTAL IMPACTS EXPLANATION TABLE

I. AESTHETICS		
a.	LESS THAN SIGNIFICANT IMPACT	The Project is not located next to a scenic vista. Implementation of the Community Design Overlay's design standards, including articulation of the building façade and roof lines, treatment of the front entryway, transparency, mechanical equipment screening, screening of trash and recycling area, and variety of exterior surface materials will ensure that the Project does not have an adverse aesthetic impact.
b.	NO IMPACT	Since there are no scenic resources in the area, the Project will not have any impact.
c.	LESS THAN SIGNIFICANT IMPACT	The subject site is currently a vacant lot with no landscaping. The proposed Project will not degrade this existing visual character.
d.	LESS THAN SIGNIFICANT IMPACT	The construction of the parking garage with an illuminated top parking deck could introduce a significant amount of light and glare on the neighboring residential properties to the north. This impact will be mitigated by compliance with MMM 1-120, a mitigation measure enforced by the Department of Building and Safety.
II. AGRICULTURE AND FOREST RESOURCES		
a.	NO IMPACT	Since the Project is not located in prime farmland, there will be no impact
b.	NO IMPACT	Since the Project site is not zoned for agricultural use, there will be no impact.
c.	NO IMPACT	Since the Project is not located in forest land, there will be no impact.
d.	NO IMPACT	Since the Project is not located in forest land, there will be no impact.
e.	NO IMPACT	Since the Project is not located in farmland or forest land, there will be no impact.
III. AIR QUALITY		
a.	NO IMPACT	Since the Project's square footage does not rise to the level of square footage that will cause a significant impact, and since the traffic study concludes that there will be a less than significant impact from increased vehicle trips, there will be no impact.

Impact?	Explanation	Mitigation Measures
b. LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED	There are construction-related emissions which could be potentially significant. Estimated daily emissions of nitrogen dioxide could exceed the Regional Significance Threshold and estimated daily emissions of particulate matter, PM 2.5 and PM 10, could exceed Localized Significance Thresholds. With the implementation of Air Quality Mitigation Measures (see III-90) these potential impacts will be reduced to a level that is not significant.	III-90
c. LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED	Construction-related emissions could exceed the Localized Significance Thresholds for both Particulate Matter (PM10) and Particulate Matter (PM2.5). The South Coast Air Basin is currently designated as having a nonattainment status regarding State standards for levels of Particulate Matter under the California Clean Air Act. Thus, the Project could contribute to this existing nonattainment status. With the implementation of Air Quality mitigation measures the potential impact will be reduced to a level that is not significant.	III-90
d. LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED	The adjoining high school, elementary school, and early education facility could potentially be negatively impacted by the process of demolition of the existing retaining walls and asphalt parking lot, causing dust and particulate matter to rise into the air. Additionally, construction of the project could cause additional dust and particulate matter to impact the neighboring schools. Conformance with Regulatory Compliance Measure RC-AQ-1 for demolition, grading and construction activities, and the Air Quality mitigation measures in III-90 will ensure that SCAQMD standards for mitigating dust emissions and fugitive dust are met, thereby reducing impacts to a level that is less than significant.	III-90
e. NO IMPACT	Since no objectionable odors will be created by the construction and use of the Project, there will be no impact.	
IV. BIOLOGICAL RESOURCES		
a. NO IMPACT	Since the Project is infill development on built-up urban land, the Project will have no impact on biological resources.	

Impact?	Explanation	Mitigation Measures
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b.	NO IMPACT	Since the Project is infill development on built-up urban land, the Project will have no impact on riparian resources.	
c.	NO IMPACT	Since the Project is infill development on built-up urban land, the Project will have no impact on wetlands.	
d.	NO IMPACT	Since the site is built-up urban land, the Project will have no impact on the movement of native species.	
e.	NO IMPACT	Since there are no protected trees on the site, the Project will have no impact protected trees.	
f.	NO IMPACT	Since the Project is not located within a Habitat Conservation Plan, there will be no impact.	

V. CULTURAL RESOURCES

a.	NO IMPACT	Since the property is not an historic resource, the Project will have no impact.	
b.	LESS THAN SIGNIFICANT IMPACT	Since the Project involves substantial excavations/movement of earth, there is a potential for disturbing a significant archaeological/paleontological resource/human remains. If archaeological resources are discovered during excavation, grading or construction activities, per Regulatory Compliance Measure RC-CR-2 work shall cease in the area of the find until a qualified archaeologist has evaluated the find in accordance with federal, State, and local guidelines, including those set forth in California Public Resources Code Section 21083.2. Found deposits would be treated in accordance with federal, State and local guidelines, including Section 21083.2. Therefore, the impact would be less than significant.	
c.	LESS THAN SIGNIFICANT IMPACT	Since the Project involves substantial excavations/movement of earth, there is a potential for disturbing a significant archaeological/paleontological resource/human remains. If paleontological resources are discovered during excavation, grading, or construction, per Regulatory Compliance Measure RC-CR-3 LADBS shall be notified immediately and all work shall cease in the area of the find until a qualified paleontologist evaluates the find. Found deposits would be treated in accordance with federal, State and local guidelines, including those set forth in California Public Resources Code Section 21083.2, therefore impacts would be less	

Impact?	Explanation	Mitigation Measures
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		than significant.	
d.	LESS THAN SIGNIFICANT IMPACT	<p>Since the Project involves substantial excavations/movement of earth, there is a potential for disturbing human remains. Per Regulatory Compliance Measure CR-4, if human remains are encountered during construction, demolition and/or grading activities, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has evaluated the remains pursuant to California Public Resources Code (PRC) Section 5097.98. Therefore the impact would be less than significant.</p>	

VI. GEOLOGY AND SOILS

a.	NO IMPACT	<p>Since the Project is not located in an Alquist-Priolo zone, there will be no impact.</p>	
b.	LESS THAN SIGNIFICANT IMPACT	<p>Although the Project is not located in an Alquist-Priolo Zone, it is located in the Los Angeles Basin, which is prone to seismic shaking. The design and construction of the project shall conform to the California Building Code seismic standards as approved by LADBS, per Regulatory Compliance Measure RC-GEO-1. Conformance with these standards will reduce seismic impacts to a level that is less than significant.</p>	
c.	LESS THAN SIGNIFICANT IMPACT	<p>Since the Project is located in a liquefaction area, there is the potential for a significant impact. The project is subject to Regulatory Compliance Measure RC-GEO-4 which requires conformance with the Uniform Building Code Chapter 18. Conformance with these regulations will reduce the liquefaction risks to a level that is less than significant.</p>	
d.	NO IMPACT	<p>Since the Project is not located in a landslide hazard area, there will be no impact.</p>	
e.	LESS THAN SIGNIFICANT IMPACT	<p>Since the Project will involve grading, there could be a significant impact from soil erosion. Erosion impacts will be mitigated by Mitigation Monitoring Program Condition VI-20 per LADBS and the Department of Public Works. Implementation of this Condition will reduce construction risks of erosion and grading impacts to a level that is less than significant.</p>	

Impact?	Explanation	Mitigation Measures	
f.	LESS THAN SIGNIFICANT IMPACT	Since the Project is located in a liquefaction area, there is the potential for a significant impact of unstable soil. Conformance with Regulatory Control Measure RC-GEO-4 will reduce the impact of building on soil that is potentially unstable to a level that is less than significant.	
g.	NO IMPACT	Since the Project is not located in an area of expansive soil, there will be no impact.	
h.	NO IMPACT	Since the Project will not use septic tanks, but will be connected to the city's sanitary sewer system, there will be no impact.	
VII. GREEN HOUSE GAS EMISSIONS			
a.	LESS THAN SIGNIFICANT IMPACT	An Air Quality and Greenhouse Gas Emission Study prepared by CAJA Environmental Services dated, November 2015, determined the estimated emissions from the project from carbon dioxide emissions is less than significant impact. In addition, the use of low-VOC and non-VOC containing paints, sealants, adhesives, solvents, asphalt primer, and architectural coatings, or pre-fab architectural panels per LADBS and SCAQMD standards referenced in the Mitigation Monitoring Program and compliance with the City of Los Angeles Green Building Ordinance standards will reduce emissions.	
b.	LESS THAN SIGNIFICANT IMPACT	According to An Air Quality and Greenhouse Gas Emission Study prepared by CAJA Environmental Services dated, November 2015, the Project would contribute to cumulative increase in GHG emissions over time in absence of policy intervention. The Project would be consistent with a number of relevant plans and policies that govern climate change. In particular the Project is consistent with the State's Executive Order S-3-05, which calls for reducing GHG emissions statewide to 1990 levels, including a 15 percent reduction by 2020. In addition, the Project is consistent with SCAG's 2012-2035 RTP/SCS, which calls for regional growth and transportation emissions to be consistent with regions and State air pollution objectives. With regard to local polices and regulation the Project would comply with the City of Los Angeles' Green Building Ordinance standards that compel LEED certification and reduce	

Impact?	Explanation	Mitigation Measures
	emissions beyond a BAU scenario. Therefore, the impact will be less than significant.	
VIII. HAZARDS AND HAZARDOUS MATERIALS		
a.	NO IMPACT	Since the Project involves no hazardous materials, there will be no impact.
b.	NO IMPACT	Since the Project involves no hazardous materials, there will be no impact.
c.	NO IMPACT	Since the Project involves no hazardous materials, there will be no impact.
d.	NO IMPACT	Since the Project is not located on a hazardous materials site, there will be no impact.
e.	NO IMPACT	Since the Project is not located in an airport land use plan area, there will be no impact.
f.	NO IMPACT	Since the Project is not located in the vicinity of a private airstrip, there will be no impact.
g.	NO IMPACT	Since the Project will not impair an emergency response plan, there will be no impact.
h.	NO IMPACT	Since the Project is not located in an area subject to wildland fires, there will be no impact.
IX. HYDROLOGY AND WATER QUALITY		
a.	NO IMPACT	Since the Project will not violate any water quality of waste discharge standards, there will be no impact.
b.	NO IMPACT	Since the Project will not use a significant amount of water, it will not violate any water quality standards or waste discharge requirements, and will have no impact.
c.	LESS THAN SIGNIFICANT IMPACT	Since considerable movement of earth is proposed during the construction process, there could potentially be significant amounts of erosion. Conformance with Regulatory Compliance Measure RC-W/-1, which requires the applicant to obtain a National Pollutant Discharge Elimination System General Permit prior to issuance of a grading permit, will reduce the impact of potential storm water pollution pursuant to soil erosion to a level that is less than significant.

Impact?	Explanation	Mitigation Measures	
d.	NO IMPACT	Although the existing drainage pattern of the site will be altered due to construction, and half of the site that is currently permeable will become impermeable, the additional amount of runoff will be minimal, and thus there will be no impact.	
e.	NO IMPACT	Although the existing drainage pattern of the site will be altered due to construction, and half of the site that is currently permeable will become impermeable, the additional amount of runoff will be minimal, and thus there will be no impact.	
f.	NO IMPACT	Since the Project will not otherwise substantially degrade water quality, there will be no impact.	
g.	NO IMPACT	Since the Project does not involve creation of new housing, there will be no impact.	
h.	NO IMPACT	Since the Project is not within a 100 year flood zone, there will be no impact.	
i.	NO IMPACT	Since the Project is not downstream from any dam, there will be no impact.	
j.	NO IMPACT	Since the Project is not located in a tsunami area, there will be no impact.	
X. LAND USE AND PLANNING			
a.	NO IMPACT	Since the Project will not physically divide an established community, there will be no impact.	
b.	NO IMPACT	Since the Project will not conflict with any applicable land use plan, there will be no impact.	
c.	NO IMPACT	Since the Project is not located within any habitat conservation plan or community conservation plan, there will be no impact.	
XI. MINERAL RESOURCES			
a.	NO IMPACT	Since the Project is not located with an area of known mineral resources, there will be no impact.	
b.	NO IMPACT	Since the Project is not located with an area of known mineral resources, there will be no impact.	
XII. NOISE			
a.	LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED	The construction, use and maintenance of the parking structure could generate noise that could potentially exceed noise level standards. Compliance with Condition XII-20 of the Mitigation Monitoring Program will reduce the impact of noise produced by demolition, grading and construction activities to a level that is less than significant.	XII-20, XII-40

Impact?	Explanation	Mitigation Measures
	<p>Compliance with Condition XII-40 of the Mitigation Monitoring Program will reduce the impact of noise created by cars using the parking ramp to a level that is less than significant. Conformance with Regulatory Compliance Measure RC-NO-1, the City's Noise Ordinance, will also reduce impacts to a level that is less than significant.</p>	
b.	<p>NO IMPACT</p>	<p>Since the Project will create no significant groundborne vibrations, there will be no impact.</p>
c.	<p>LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED</p>	<p>XII-20, XII-40</p> <p>The construction, use and maintenance of the Project could generate noise that could potentially be a substantial permanent increase in noise levels. Compliance with Condition XII-20 of the Mitigation Monitoring Program will reduce the impact of noise produced by demolition, grading and construction activities to a level that is less than significant. Compliance with Condition XII-40 of the Mitigation Monitoring Program will reduce the impact of noise created by cars using the parking ramp to a level that is less than significant. Conformance with Regulatory Compliance Measure RC-NO-1, the City's Noise Ordinance, will also reduce impacts to a level that is less than significant.</p>
d.	<p>LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED</p>	<p>XII-20, XII-40</p> <p>Construction of the Project could potentially result in a substantial increase in ambient noise levels. Compliance with Condition XII-20 of the Mitigation Monitoring Program will reduce the impact of noise produced by demolition, grading and construction activities to a level that is less than significant. Compliance with Condition XII-40 of the Mitigation Monitoring Program will reduce the impact of noise created by cars using the parking ramp to a level that is less than significant. Conformance with Regulatory Compliance Measure RC-NO-1, the City's Noise Ordinance, will also reduce impacts to a level that is less than significant.</p>
e.	<p>NO IMPACT</p>	<p>Since the Project is not located within an airport land use plan, there will be no impact.</p>

	Impact?	Explanation	Mitigation Measures
f.	NO IMPACT	Since the Project is not within the vicinity of a private airstrip, there will be no impact.	
XIII. POPULATION AND HOUSING			
a.	NO IMPACT	Since the Project will not induce any population growth, there will be no impact.	
b.	NO IMPACT	Since the Project will not displace any housing, there will be no impact.	
c.	NO IMPACT	Since the Project will not displace any people, there will be no impact.	
XIV. PUBLIC SERVICES			
a.	NO IMPACT	Since the Project will create only a minimal new demand for fire protection, there will be no impact.	
b.	NO IMPACT	Since the Project will create only a minimal new demand for police services, there will be no impact.	
c.	LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED	Since the Project is located across the street from several schools, including Gates Elementary School and Abraham Lincoln Senior High School, there will be impacts on schools during construction regarding pedestrian and vehicle safety and noise. The approval of a haul route and haul route schedule by LADBS will reduce this impact to a level that is less than significant.	XIV-40, XIV-50
d.	NO IMPACT	Since the Project will create no new demand for parks, there will be no impact.	
e.	NO IMPACT	Since the Project will create no new demand for governmental facilities, there will be no impact.	
XV. RECREATION			
a.	NO IMPACT	Since the Project will not increase the use of parks, there will be no impact.	
b.	NO IMPACT	Since the Project will not increase the use of recreational facilities, there will be no impact.	
XVI. TRANSPORTATION/TRAFFIC			
a.	LESS THAN SIGNIFICANT IMPACT	Since the Project will involve the export of up to 18,000 cubic yards of export material, there will be impacts during construction regarding pedestrian and vehicle safety and noise. The approval of a haul route and haul route schedule by LADBS will reduce this impact to a level that is less than significant.	

Impact?	Explanation	Mitigation Measures	
b.	NO IMPACT	Since the Project will not conflict with any congestion management plan, there will be no impact.	
c.	NO IMPACT	Since the Project will not change any air traffic patterns, there will be no impact.	
d.	NO IMPACT	Since the Project will not create any hazardous transportation facilities, there will be no impact.	
e.	NO IMPACT	Since the Project will not impair any emergency access, there will be no impact.	
f.	NO IMPACT	Since the Project will not conflict with any plan for non-auto related transportation modalities, there will be no impact.	
XVII. UTILITIES AND SERVICE SYSTEMS			
a.	NO IMPACT	Since the Project will be adequately served by existing wastewater treatment facilities, the increase in amount of wastewater will not be significant.	
b.	NO IMPACT	Since the Project will not result in the construction of any new wastewater facilities, there will be no impact.	
c.	NO IMPACT	Since the Project will not result in the construction of any new stormwater drainage facilities, there will be no impact.	
d.	NO IMPACT	Since the Project will not require new water facilities, there will be no impact.	
e.	NO IMPACT	Since the Project will not require any new wastewater facilities, there will be no impact.	
f.	NO IMPACT	Since the Project will not generate any significant solid waste, there will be no impact.	
g.	NO IMPACT	Since the Project will not generate any significant solid waste, there will be no impact.	
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE			
a.	NO IMPACT	Since the Project will not substantially degrade the environment, or reduce the habitat of fish and wildlife, or harm an historic resource, there will be no impact.	
b.	NO IMPACT	Since all similar Projects have had and will have their impacts mitigated to insignificance, there will be no impact.	
c.	NO IMPACT	Since the Project will have no substantial adverse impacts on human beings, there will be no impact.	

**DEPARTMENT OF
CITY PLANNING**

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INFORMATION
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**LINCOLN HEIGHTS COMMUNITY DESIGN OVERLAY
CDO PLAN APPROVAL**

January 14, 2015

Applicant/Representative

Oppidan, LLC
c/o Arman Gabay
9034 West Sunset Blvd.
West Hollywood, CA 90069

Property Owner

Oppidan, LLC
9034 West Sunset Blvd.
West Hollywood, CA 90069

Case No. DIR-2012-1880-CDO-M1

CEQA: ENV-2012-1881-MND-REC1

Associated Case: ZA-2012-1879-CU-ZV-ZAD-SPR

Location: DIR-2012-1880-CDO

Council District: 3303 North Broadway

Neighborhood Council: CD 1- Cedillo

Community Plan Area: Lincoln Heights

Land Use Designation: Northeast Los Angeles

Zone: Neighborhood Commercial

Legal Description: [Q]C4-1VL-CDO

Tract: H. M. JOHNSTON, M R
12-30, BLK A

Last Day to File an Appeal: January 29, 2015

DETERMINATION

Pursuant to Los Angeles Municipal Code (LAMC) Section 13.08, I have reviewed the proposed project and as the designee of the Director of Planning, I hereby:

Approve with Conditions a Modification of an approved Community Design Overlay (CDO) Plan for the construction of a 47,300 square foot 3-story medical office with 7,930 square feet ground floor retail.

Adopt Mitigated Negative Declaration ENV-2012-1881-MND-REC1 and required Findings as the Project's environmental clearance pursuant to the California Environmental Quality Act and Section 21082.1 of the California Public Resources Code.

Adopt the attached findings.

DIR-2012-1880-CDO-M1

The Plan Approval is based upon the attached Findings, and subject to the attached Conditions of Approval:

CONDITIONS OF APPROVAL

1. **Site Development.** Except as modified herein, the project shall be in substantial conformance with the plans and materials submitted by the Applicant, stamped "Exhibit A" and attached to the subject case file. No change to the plans will be made without prior review by the Department of City Planning, Plan Implementation Division, and written approval by the Director of Planning. Each change shall be identified and justified in writing. Minor deviations may be allowed in order to comply with the provision so the Municipal Code, the project conditions, or the project permit authorization.
2. **Ground Floor Retail.** As shown in Exhibit A, the ground floor of the proposed Project shall be comprised of storefronts. The storefront or commercial retail uses shall face the street and consist of display windows and entrances. Each individual tenant or business space located on the ground floor of the parking garage shall have an entrance directly accessible from North Broadway at the same grade as the sidewalk, and the entrances shall remain open during the normal business hours posted by the businesses even when side and rear public entrances are provided.
3. **Recessed Entryway.** The building entrance from North Broadway to the medical office building shall be recessed from the front plane of the building.
4. **Landscaping and Property Maintenance.** All areas of the subject site not occupied by buildings, driveways, parking areas, or pedestrian amenities shall be landscaped at site entrances, along walkways, adjacent buildings, and parking lot by trees, shrubs, lawns, fountains, planter boxes, and tubs of flowers. Landscaping should not obstruct the pedestrian right-of-way or create an inappropriate visual or physical barrier for vehicles or pedestrians. The property shall be maintained in an attractive condition, kept free of trash and debris, and trees and foliage kept neatly trimmed and in good health.
5. **Loading Areas.** If a loading area is required by the LAMC, it shall be located in a manner that minimizes loading visibility and the negative impact of loading on pedestrians and traffic flow.
6. **Articulation.** A horizontal element shall be applied for the full length of the exterior building façade and raised at least six inches that distinguishes and provides definition for each floor utilizing elements such as stucco bands, cornice lines, or other designs.
7. **Architectural Treatment of Entries.** The entryway onto North Broadway shall be enhanced with tiling and/or individual awnings, and Art Deco design elements, including fins and a tower element.
8. **Entry Illumination.** Entries shall be illuminated at night during business hours.
9. **Ground Floor Openings.** Windows and doors shall occupy at least fifty percent of the ground floor street façade on North Broadway.

10. **Transparency.** Uses located on the ground floor along North Broadway shall use clear and non-reflective glass allowing a minimum of 90 percent light transmission, unless considered a safety hazard.
11. **Display Window Content.** Individual storefront display windows shall not be used for storage or left empty without window displays.
12. **Exterior Security Grilles.** Exterior security grilles or bars or roll down grilles that conceal windows on the front façade are prohibited.
13. **Interior Security Grilles.** Interior security grilles shall be constructed of a see-through, non-solid grate material, painted to match the building and which do not detract or obscure architectural defining features.
14. **Security Grill Encasement.** Security grilles shall recess into pockets that completely conceal the grille when it is retracted.
15. **Mechanical Equipment.** All exterior mechanical equipment, including but not limited to, HVAC equipment, satellite dishes, and cellular antennas shall be screened from the public right of way.
16. **Rooftop Appurtenances.** Ventilation, heating or air conditioning ducts, tubes, equipment, or all other related rooftop appurtenances should be screened from the public right of way. Those appurtenances which exceed the height of the roof ridge or parapet wall, whichever is higher, shall be screened from a horizontal view with materials compatible with the design of the building.
17. **Electrical Transformers.** Electrical transformers installed as part of the proposed Project shall be placed at the rear of the site and screened from public view.
18. **Window and Door Openings.** No mechanical equipment (e.g. air conditioners) shall be placed in window or door openings.
19. **Trash and Recycling Areas.** Trash and Recycling Areas shall be placed either within the building or located within a gated, covered enclosure constructed of materials identical to the exterior wall of the main structure and screened with landscaping so as not to be prominent when viewed from the public right-of-way.
20. **Cart Storage Areas.** Cart storage areas should be placed either inside of the structure, or, if on the exterior, screened behind a solid wall constructed of materials identical to the exterior wall of the main structure.
21. **Utility Service Areas.** Utility service areas shall be placed underground, to the rear of the site or screened by a wall or landscaping.
22. **Graffiti Removal.** Graffiti shall be removed pursuant to Municipal Code Sections 91.8101-F, 8904-1 and 91.1707-E.
23. **Graffiti Resistant Materials.** The proposed Project shall use graffiti resistant materials and coatings.

24. **Pavement.** Paved areas, excluding parking and driveway areas, shall consist of enhanced paving materials such as stamped concrete, permeable paved surfaces, tile and/or brick pavers.
25. **Prohibited Materials.** Chain link, barbed wire and razor wire shall not be used on any fences or walls.
26. **Fluorescent Colors.** The proposed Project shall not use fluorescent colors.
27. **Exterior Application.** Paint all vents, gutters, downspouts, flashing, electrical conduits, etc. to match the color of the adjacent surface, unless being used expressly as a trim or accent.
28. **Lighting.** All open areas, including walkways and trash areas, shall have security lighting for safety. All exterior lighting shall be directed onto the lot and all flood lighting shall be designed to eliminate glare to adjoining properties. All parking areas shall have a minimum of $\frac{3}{4}$ foot-candle of flood lighting measured at the pavement.
29. **Walkway Lighting.** The proposed Project shall provide lighting along all vehicular access ways and pedestrian walkways.
30. **Exterior Lighting.** All exterior lighting, except for purposes of safety, security, and sign illumination shall be turned off at the end of business hours.
31. **Exterior Lighting Fixtures.** Exterior lighting fixtures shall be compatible with the architectural design of the building.
32. **Solid Spandrel Panels.** Solid spandrel panels a minimum of 3 feet 6 inches in height shall be installed at the parking ramps to minimize headlight glare onto Gates Street and Thomas Street.
33. **Above-Grade Parking.** Wherever above grade parking is provided, architectural perforations or other wall openings shall be provided to break up the exterior plane of the parking wall. Autos on parking levels above ground floor shall be screened from public view.
34. **Garage Floor and Ramps.** The proposed garage floor and garage ramps shall have a textured surface to minimize tire squeal.
35. **Parking Structure Vents.** The proposed parking structure shall have exhaust vents venting to the public street away from residential uses.
36. **Buffering Wall.** A minimum 6 foot solid decorative wall shall be installed along the north side of the parking structure which adjoins a residential area.
37. **Signage.** No signage is approved with this Determination.

Environmental Mitigation Conditions

38. **Aesthetics.** The Project shall comply with the Lincoln Heights Community Design Overlay (Ord. No. 176,659.)
39. **Aesthetics (Light).** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way.
40. **Air Pollution (Demolition, Grading, and Construction Activities)**
 - a. All unpaved demolition and construction areas shall be wetted at least twice daily during excavation and construction, and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District Rule 403. Wetting could reduce fugitive dust by as much as 50 percent.
 - b. The construction area shall be kept sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
 - c. All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e., greater than 15 mph), so as to prevent excessive amounts of dust.
 - d. All dirt/soil loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
 - e. All dirt/soil materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
 - f. General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
 - g. Trucks having no current hauling activity shall not idle but be turned off.
41. **Cultural Resources (Archaeological).** Environmental impacts may result from project implementation due to discovery of unrecorded archaeological resources. However, the potential impacts will be mitigated to a less than significant level by the following measures:
 - a. If any archaeological materials are encountered during the course of project development, all further development activity shall halt and:
 - b. The services of an archaeologist shall then be secured by contacting the South Central Coastal Information Center (657-278-5395) located at California State University Fullerton, or a member of the Society of Professional Archaeologist (SOPA) or a SOPA-qualified archaeologist, who shall assess the discovered material(s) and prepare a survey, study or report evaluating the impact.
 - c. The archaeologist's survey, study or report shall contain a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource.
 - d. The applicant shall comply with the recommendations of the evaluating archaeologist, as contained in the survey, study or report.

- e. Project development activities may resume once copies of the archaeological survey, study or report are submitted to: SCCIC Department of Anthropology, McCarthy Hall 477, CSU Fullerton, 800 North State College Boulevard, Fullerton, CA 92834.
 - f. Prior to the issuance of any building permit, the applicant shall submit a letter to the case file indicating what, if any, archaeological reports have been submitted, or a statement indicating that no material was discovered.
 - g. A covenant and agreement binding the applicant to this condition shall be recorded prior to issuance of a grading permit.
42. **Cultural Resources (Paleontological).** Environmental impacts may result from project implementation due to discovery of unrecorded paleontological resources. However, the potential impacts will be mitigated to a less than significant level by the following measures:
- a. If any paleontological materials are encountered during the course of project development, all further development activities shall halt and:
 - b. The services of a paleontologist shall then be secured by contacting the Center for Public Paleontology - USC, UCLA, California State University Los Angeles, California State University Long Beach, or the Los Angeles County Natural History Museum - who shall assess the discovered material(s) and prepare a survey, study or report evaluating the impact.
 - c. The paleontologist's survey, study or report shall contain a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource.
 - d. The applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report.
 - e. Project development activities may resume once copies of the paleontological survey, study or report are submitted to the Los Angeles County Natural History Museum.
 - f. Prior to the issuance of any building permit, the applicant shall submit a letter to the case file indicating what, if any, paleontological reports have been submitted, or a statement indicating that no material was discovered.
 - g. A covenant and agreement binding the applicant to this condition shall be recorded prior to issuance of a grading permit.
43. **Cultural Resources (Human Remains).** Environmental impacts may result from project implementation due to discovery of unrecorded human remains.
- a. In the event that human remains are discovered during excavation activities, the following procedure shall be observed:
 - b. Stop immediately and contact the County Coroner: 1104 N. Mission Road, Los Angeles, CA 90033. 323-343-0512 (8 a.m. to 5 p.m. Monday through Friday) or 323-343-0714 (After Hours, Saturday, Sunday, and Holidays)

- c. The coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.
 - d. The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
 - e. The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
 - f. If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;
 - g. If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.
 - h. Discuss and confer means the meaningful and timely discussion careful consideration of the views of each party.
44. **Seismic.** The design and construction of the project shall conform to the California Building Code seismic standards as approved by the Department of Building and Safety.
45. **Erosion/Grading/Short-Term Construction Impacts.** Short-term erosion impacts may result from the construction of the proposed project. However, these impacts can be mitigated to a less than significant level by the following measures:
- a. The applicant shall provide a staked signage at the site with a minimum of 3-inch lettering containing contact information for the Senior Street Use Inspector (Department of Public Works), the Senior Grading Inspector (LADBS) and the hauling or general contractor.
 - b. Chapter IX, Division 70 of the Los Angeles Municipal Code addresses grading, excavations, and fills. All grading activities require grading permits from the Department of Building and Safety. Additional provisions are required for grading activities within Hillside areas. The application of BMPs includes but is not limited to the following mitigation measures:
 - c. Excavation and grading activities shall be scheduled during dry weather periods. If grading occurs during the rainy season (October 15 through April 1), diversion dikes shall be constructed to channel runoff around the site. Channels shall be lined with grass or roughened pavement to reduce runoff velocity.
 - d. Stockpiles, excavated, and exposed soil shall be covered with secured tarps, plastic sheeting, erosion control fabrics, or treated with a bio-degradable soil stabilizer.
46. **Liquefaction Area.** Prior to the issuance of grading or building permits, the applicant shall submit a geotechnical report, prepared by a registered civil engineer or certified engineering geologist, to the Department of Building and Safety, for review and approval. The project shall comply with the Uniform Building Code Chapter 18. Division 1

Section 1804.5 Liquefaction Potential and Soil Strength Loss. The geotechnical report shall assess potential consequences of any liquefaction and soil strength loss, estimation of settlement, lateral movement or reduction in foundation soil-bearing capacity, and discuss mitigation measures that may include building design consideration. Building design considerations shall include, but are not limited to: ground stabilization, selection of appropriate foundation type and depths, selection of appropriate structural systems to accommodate anticipated displacements or any combination of these measures.

47. Stormwater Pollution (Demolition, Grading, and Construction Activities).

- a. Sediment carries with it other work-site pollutants such as pesticides, cleaning solvents, cement wash, asphalt, and car fluids that are toxic to sea life.
- b. Leaks, drips and spills shall be cleaned up immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.
- c. All vehicle/equipment maintenance, repair, and washing shall be conducted away from storm drains. All major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.
- d. Pavement shall not be hosed down at material spills. Dry cleanup methods shall be used whenever possible.
- e. Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or be covered with tarps or plastic sheeting.

48. Increased Noise Levels (Demolition, Grading, and Construction Activities)

- a. The project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
- b. Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
- c. Demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- d. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.

49. Increased Noise Levels (Parking Structure Ramps). Environmental impacts may result from project implementation due to noise from cars using the parking ramp. However, the potential impacts will be mitigated to a less than significant level by the following measures:

- a. Concrete, not metal, shall be used for construction of parking ramps.
- b. The interior ramps shall be textured to prevent tire squeal at turning areas.
- c. Parking lots located adjacent to residential buildings shall have a solid decorative wall adjacent to the residential.

Administrative Conditions

50. **Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building and Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the applicant, shall be retained in the subject case file.
51. **Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.
52. **Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review of approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning prior to clearance of any building permits, for placement in the subject file.
53. **Code Compliance.** Use, area, height, and yard regulations of the zone classification of the subject property shall be complied with, except where granted conditions differ herein or separately by the City.
54. **Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.
55. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning.
56. **Indemnification.** The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees relating to or attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.

PROJECT HISTORY

The following chronology summarizes the history of the proposed Project:

- | | |
|-----------------|--|
| June 17, 2013 | A Mitigated Negative Declaration, ENV-2012-1881-MND, analyzing the Project's environmental impacts was published. The project described in ENV-2012-1881-MND was a 47,300 sq. ft. three story medical office building with an adjacent four level parking structure. |
| August 16, 2013 | In ZA-2012-1879 (CU) the Zoning Administrator approved the applicant's request for a Conditional Use to permit 38 tandem parking spaces not otherwise permitted by the Commercial Corner regulations and denied the applicant's request for a zero foot non-landscaped setback required by the same regulations. |
| April 8, 2014 | A Reconsideration of the Mitigated Negative Declaration, ENV-2012-1881-REC1, was published because the applicant revised his plans to include 5,521 sq. ft. of ground floor retail along North Broadway in the adjacent parking structure. |
| April 11, 2014 | A Community Design Overlay Determination, DIR-2012-1880-CDO, was approved for the revised plans. |
| April 28, 2014 | DIR-2012-1880-CDO was appealed. |
| May 16, 2014 | The appeal of DIR-2012-1880-CDO was withdrawn by the appellant. |
| July 28, 2014 | The applicant filed a second revision to his plans, DIR-2012-1880-CDO-M1, based on a change in plan designs. The final revised Project is a 47,300 sq. ft. three story medical office building, which includes three floors of parking in the same structure as the medical office building, and 7,930 sq. ft. of retail space along North Broadway Boulevard. |

FINDINGS

1. **The project substantially complies with the adopted community Design Overlay Guidelines and Standards.**

Building Orientation

Guideline: Position buildings to promote pedestrian activity from the public right-of-way by placing business entrances on North Broadway, Daly Street, and Pasadena Avenue.

Standard 1: Entrances. Each individual tenant or business space located on the ground Floor shall have an entrance directly accessible from the street at the same grade as the sidewalk, and the entrance should remain open during the normal business hours posted by the business even when side and rear public entrances are provided.

As shown in Exhibit A, the entrance to the medical office building is located on North Broadway. As conditioned by Condition 3, each tenant or business space located on the ground floor shall have an entrance directly accessible from North Broadway.

Building Setbacks

Guideline: Encourage a pedestrian oriented environment by positioning new buildings to the front line.

Standard 1: Setback. The ground floor of any building fronting North Broadway, Daly Street, and Pasadena Avenue shall be located no more than five (5) feet from any lot line adjoining North Broadway, Daly Street, and Pasadena Avenue, except that setbacks may exceed five feet if the setback is used for Pedestrian Amenities.

Standard 2: Setback - Corners. Corner buildings should be built to the front and side lot lines with allowances for visibility triangle as required by Chapter 1, Section 12.21 C.7 of the LAMC.

The proposed Project is set back 5 feet from the lot lines on Gates Street, North Broadway, and Thomas Street, in compliance with ZA 2012-1879(CU). As shown in Exhibit A, the medical office building will be built with corner cutoffs for visibility at the corner of Gates St. and N. Broadway and the corner of Thomas St. and N. Broadway.

Open Space

Guideline: Encourage open space as part of the project site design so as to invite pedestrian activities.

Standard: Landscaping. All areas of a site not occupied by buildings, driveways, parking areas, or Pedestrian Amenities should be landscaped at site entrances, along walkways, adjacent buildings, and parking lots by trees, shrubs, lawns, fountains, planter boxes, and tubs of flowers. Landscaping should not obstruct the pedestrian right-of-way or create an inappropriate visual or physical barrier for vehicles or pedestrians.

The five foot setback on Gates St., North Broadway and Thomas St. will be landscaped with grass and shrubs, as shown in Exhibit A, and as conditioned by Condition 5. The two cutoff corners will each contain a prominent landscape feature, utilizing large rocks and tall plants.

Circulation

Guideline: Convenient and safe access for pedestrians is encouraged with well-defined vehicle access and loading areas located where there will be minimal physical or visual impact on pedestrians, the flow of traffic, or adjacent uses.

Standard 1: Loading Areas. Loading areas should be located at the rear of buildings to minimize their visibility and their negative impact on pedestrians and traffic flow.

The Project has two driveways providing vehicle access. There is a driveway located to the right of the central entryway on North Broadway and another driveway entering the east façade on Gates Street. As shown in Exhibit A, the driveway paving shall be clearly distinguished from the sidewalk paving with a different colored pavement. Pedestrian access is provided by two entry points to the medical office building and eight separate entry points to the individual retail fronts. An accessible ramp leads from the public right of way next to the central entry stairs on North Broadway down to basement parking and elevators. Stairs lead up from the public right of way on North Broadway to the main entrance of the medical office building which opens into an elevator lobby. On each floor of parking a clearly marked pathway leads from the accessible parking area to the elevators. Loading areas are located inside the Project.

Articulation

Guideline: Accomplish pedestrian scale and visual interest through the use of horizontal and vertical articulation of buildings with varied materials, textures or colors, trim area around doors, windows, and roof lines, arcades, canopies, and awnings. Avoid large, unbroken surfaces by breaks in the street wall and by dividing wide storefronts into structural bays. Recessed bays and add visual interest to the street wall, frame display windows, and create an inviting shopping environment.

Standard 1: Horizontal Treatment. Horizontal architectural treatments and/or facade articulation such as cornices, friezes, balconies, awnings, windows, Pedestrian Amenities or other features should be provided at least every twenty feet on center.

Standard 2: Vertical Treatment. Vertical architectural treatments and/or facade articulations such as columns, pilasters, indentations, or other features should be provided at least every fifteen feet. The minimum width of each vertical break should be eight feet and the minimum depth should be two feet.

Standard 3: Facade. Architectural features or articulation should be at least 70 percent of the front facade and any visible side or rear elevations.

Standard 4: Street Wall Bays. Incorporate architectural bays consistent with the architectural style to break up large unbroken surfaces along the street wall.

Standard 5: Architectural Treatments. Buildings with more than one facade visible from the right-of-way should be designed so that all facades should have consistent architectural treatments on the front, side, and rear walls that can be viewed from the public right-of-ways.

Standard 6: Height. For all buildings more than one story in height, a horizontal element should be applied for the full length of the exterior building facade and raised at least six inches that distinguishes and provides definition for each floor utilizing elements such as horizontal moldings, cornice lines, or other designs.

All four facades of the building are articulated with bays of window walls ranging between 10 ft. 8 inches in width on North Broadway to 37 ft. 4 inches width on Thomas, averaging around 29 ft. in width along the front façade. Canopies extend out horizontally from the floor plates of the second and third floors providing horizontal articulation on all facades. The canopy extending from the floor plate of the second floor is about 10 ft. from the finished grade and the canopy extending from the floor plate of the third floor is 22 ½ ft. from the finished grade. An aluminum clad cornice element projects from the roofline encircling the building at a height of 35 ft. from the finished grade. Pilasters and vertical stucco bands frame the window bays. These articulation features are applied to each façade, either wholly or partially, creating a unified design. Articulation is also provided by third floor balconies, canopy features, and a recessed central entryway, which includes vertical fins and a tower element. Screens of steel tubing which encase the three stairway tower elements contribute additional texture and color.

Entry Treatment

Guideline: Front door entryways emphasized by design treatments such as a recess from the building façade, architectural embellishments, distinctive materials and/or lighting, entryway awnings, or attractive signage is encouraged.

Standard 1: Entry Recesses. Entries from North Broadway, Daly Street, and Pasadena Avenue should be recessed from the front plane of the building.

Standard 2: Entries should be illuminated at night during business hours.

Standard 3: Architectural Treatment. Entryways should be enhanced through architectural treatments, such as tiling on the entryway or around the doorway, individual awnings, or placement of signs over the entryway that complement the existing architecture. The size and scale should be balanced with the overall height and width of the building.

Stairs lead pedestrians up from the public right of way on North Broadway to the main entrance of the medical office building and elevator lobby. An accessible ramp adjacent to the stairs leads down to basement parking and elevators. The main entrance is set back about 10 feet from the front façade, opening into a lobby which provides access to elevators and a stairwell to floors above and below. The width of the entryway is 29 ft. 3 inches, which is the average width of the window bays and is balanced with the width of the building, which is about 321 ft.. The central entry tower element rises about eight feet above the roofline, which is in scale with the building height of about 40 ft. at this point. As shown in Exhibit A and conditioned by Condition 8, the main entryway shall be enhanced by tiling and/or awnings, and Art Deco design elements, including fins and a tower element. A continuous canopy extends over the entryways to the individual retail storefronts on North Broadway. Per Condition 9, the entries shall be illuminated at night during business hours.

Ground Floor Openings

Guideline: Transparency showcases the nature and quality of businesses by displaying merchandise, promoting window shopping, and allowing light into the store. Doors may contribute to the overall transparency of the building.

Standard: Ground Floor Opening. Windows and doors should occupy at least fifty percent of Ground Floor street façade.

As shown in Exhibit A and as conditioned by Condition 10, windows and doors shall occupy at least fifty percent of the ground floor street façade on North Broadway.

Windows

Guideline: Encourage windows that keep their transparency, proportion, and maintain a regular pattern.

Standard 1: Transparency. Use clear and non-reflective glass allowing a minimum of 90 percent light transmission, unless considered a safety hazard.

Standard 2: Display Window Content. Individual storefront display windows should not be used for storage or left empty without window displays.

Standard 3: Upper Floor Window Spacing. Window on levels above the ground floor should be evenly and regularly spaced.

As conditioned by Condition 11, the proposed retail space shall use clear and non-reflective glass allowing a minimum of 90 percent light transmission into the ground floor retail spaces. The windows of the second and third floor medical office spaces have a spandrel backing rising up four feet from the floor plate to provide privacy for staff and patients in the medical office setting. Per Condition 12, individual storefront display windows shall not be used for storage or left empty without window displays. As described in the Articulation findings windows above the ground floor are spaced with a consistent rhythm.

Bulkheads

Guideline: Bulkheads are encouraged to provide variation in the front plane of the façade.

Standard: Bulkhead Architectural Treatment. Exterior materials for storefront bulkheads should be complimentary to the architecture of the project.

As shown on Exhibit A, the ground floor windows in the bays along North Broadway and Gates Street are set within grey tile bulkheads.

Security Grilles

Guideline: Encourage security grilles or similar deterrents not be visible during business hours. Encourage security gates, shutters, or screening installed over any transparent wall surface or door be hidden from view when not in use.

Standard 1: Interior Security Grilles. Interior security grilles shall be constructed of a see-through, non-solid grate material, painted to match the building and which do not detract or obscure architectural defining features.

Standard 2: Security Grille Encasement. Security grilles shall recess into pockets that completely conceal the grille when it is retracted.

Per Conditions 14 and 15, the proposed Project shall comply with Security Grilles Standards one and two.

Roof Lines

Guideline: Provide visual interest by articulating roof lines by using decorative elements and by stepping and/or sculpturing parapet roofs. When designing roof lines, the scale and proportion of adjacent buildings should be considered.

Standard 1: Roof Pitch. Avoid roof pitches that create prominent or out-of-scale building elements.

Standard 2: Roof Lines. Roof lines of adjacent buildings should avoid incompatible scale, proportion, style and materials. Decorative cornice elements and parapets may be sculpted or stepped and may extend above the roof line. Roof lines that exceed forty feet in length should be articulated by the use of gables, dormers, cutouts or other architectural treatments.

The Project has a flat roof. Articulation of the roof line is provided by three tower elements which house stair shafts. One tower is located on Gates Street, one tower is located on North Broadway and another tower is located on Thomas Street. These towers are covered with screens of green steel tubing which contribute texture and color. An aluminum cladding

cornice element projects from the roof line encircling the building and adding visual interest. Since the proposed Project abuts a residential zone, the rear 49 feet of the medical office building is stepped back to accommodate transitional height regulations, providing additional roofline articulation along Gates Street.

Mechanical Equipment Screening

Guideline: Screening of all mechanical equipment from public view is encouraged. Appropriate screening is architecturally integrated with the building through materials, color, texture, shape, size, and architectural features such as façade parapets.

Standard 1: Mechanical Equipment. All exterior mechanical equipment, including but not limited to, HVAC equipment, satellite Lincoln Heights CDO 12 dishes, and cellular antennas shall be screened from the public right of way.

Standard 2: Rooftop Appurtenances. Ventilation, heating or air conditioning ducts, tubes, equipment, or all other related rooftop appurtenances should be screened from the public right of way. Those appurtenances which exceed the height of the roof ridge or parapet wall, whichever is higher, should be screened from a horizontal view with materials compatible with the design of the building.

Standard 2: Rooftop Appurtenances. Ventilation, heating or air conditioning ducts, tubes, equipment, or all other related rooftop appurtenances should be screened from the public right of way. Those appurtenances which exceed the height of the roof ridge or parapet wall, whichever is higher, should be screened from a horizontal view with materials compatible with the design of the building.

Standard 3: New Electrical Transformers. Electrical transformers installed as part of a project should be placed at the rear of the site or underground. If the project is adjacent to residential uses, then transformers should be placed underground.

Standard 5: Window and Door Openings. No mechanical equipment (e.g., air conditioners) should be placed in window or door openings.

Rooftop equipment is screened by a 42-inch high curtain wall, as shown in Exhibit A. The electrical transformer is located in back of the parking structure on Gates Street between the wall of the parking structure and the retaining wall. Per Conditions 16-19, the proposed Project shall comply with Mechanical Equipment Screening Standards 1-3 and 5.

Utilities and Service Areas

Guideline: Screen utilities and service areas from off-site views.

Standard 1: Trash and Recycling Areas. Trash and Recycling Areas when not placed within the main building should be located within a gated, covered enclosure constructed of materials identical to the exterior wall of the main structure and screened with landscaping so as not to be prominent when viewed from the public-right-of-way.

Standard 2: Cart Storage Areas. Cart storage areas should be placed either inside of the structure or if on the exterior, screened behind a solid wall constructed of materials identical to the exterior wall of the main structure.

Standard 3: Utility Service Areas. New utility service areas should be placed underground, to the rear of the site or screened by a wall or landscaping.

As conditioned by Conditions 20-22, the proposed Project shall comply with Utilities and Service Areas Standards 1-3.

Graffiti Abatement

Guideline: Graffiti is not acceptable to a safe and inviting environment. The use of graffiti resistant material is encouraged.

Standard 1: Graffiti Removal. Graffiti should be removed pursuant to Municipal Code Sections 91.8101-F, 91.8904-1 and 91.1707-E.

Standard 2: Graffiti Resistant Materials. The use of graffiti resistant materials and coatings are strongly encouraged.

As conditioned by Conditions 23 and 24, the proposed Project shall comply with Graffiti Abatement Standards 1 and 2.

Exterior Surface Materials Section

Guideline: The use of several complimentary materials, particularly at the ground floor level, increases articulation of the street wall and enhances visual interest. The application of at least two types of complimentary building materials to the exterior walls of a structure is encouraged.

Standard 1: Exterior Surface Materials. The use of wood, metal, and heavily textured stucco (combed finish, dash troweled finish, stipple-troweled finish) as primary exterior building materials is discouraged.

Standard 2: Accent Materials. Notwithstanding standard 1, above, wood and metal may be used for door frames, window frames, and other accent uses.

Standard 3: Pavement. Paved areas, excluding parking and driveway areas should consist of enhanced paving materials, such as stamped concrete, permeable paved surfaces, tile and/or brick pavers.

As shown in Exhibit A, all the façades are composed primarily of window walls. The bays of window walls are framed with stucco bands, pilasters finished with stucco, and aluminum clad canopies. The bulkheads on the front façade are made of Florida Tile. The three tower elements are composed of stucco, galvanized steel tubing, aluminum door and window frames and aluminum canopies. Per Condition 24, paved areas, excluding parking and driveway areas shall consist of enhanced paving materials, such as stamped concrete, permeable paved surfaces, tile and/or brick pavers. As conditioned by Condition 25, no chain link, barbed wire or razor wire shall be used on any fences or walls.

Color

Guideline: The colors used on a façade can be provided by the natural colors of the materials (such as brick and stone), the color of architectural treatments (such as tile or brass fittings), or the use of paint. Colors which complement the colors of adjacent buildings are encouraged. Major building elements on a single building, such as cornice window trim, or doorframes which have a similar color scheme are encouraged.

Standard 1: Fluorescent Colors. Avoid fluorescent colors except when used as an accent.

Standard 2: Exterior Application. Paint all vents, gutters, downspouts, flashing, electrical conduits, etc. to match the color of the adjacent surface, unless being used expressly as a trim or accent.

The Project utilizes a palette of earth tones to color the facades. As shown in detail on Exhibit A, these colors include white, beige, moss green, light grey and dark grey.

As conditioned by Conditions 27 and 28, no fluorescent colors shall be used, and all vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match the color of the adjacent surface, unless being used expressly as a trim or accent.

Lighting

Guideline: Lighting is an attractive architectural element that animates facades by adding shadow and contrast to the exterior. Also, lighting of pedestrian walkways and vehicular access ways for safety and security without excessive light levels or glare is encouraged.

Standard 1: Lighting. All open areas, including parking lots, walkways, and trash areas, should have security lighting for safety. All exterior lighting should be directed onto the lot or lots, and all flood lighting should be designed to eliminate glare to adjoining properties. All parking areas should have a minimum of 3/4 foot-candle of flood lighting measured at the pavement.

Standard 2: Walkway Lighting. Provide lighting along all vehicular access ways and pedestrian walkways.

Standard 3: Exterior Lighting. All exterior lighting, except for purposes of safety, security, and sign illumination, should be turned off at the end of business hours.

Standard 4: Exterior Lighting Fixtures. Exterior lighting fixtures should be compatible with the architectural design of the building.

As conditioned by Conditions 29-32, the proposed Project shall comply with Lighting Standards 1-4.

Awnings and Canopies

Guideline: Awnings and Canopies provide an aesthetic and functional role in storefront design. Aesthetically, they provide variation to simple storefront designs, establish a horizontal pattern between buildings where none exists, and add color to the storefront. Functionally, they provide shade, regulate sunlight, and provide protection from the elements.

Standard 1: Awning and Canopy Length and Width. Individual awnings for each structural bay of a storefront are preferable to one unified awning covering several bays. Awnings with size, scale, and colors complimentary to those used on the façade are encouraged.

Standard 2: Awning and Canopy Shape. Awning shape should relate to window and door shape and dimensions of the building bay on which they will attach.

Standard 3: Awning and Canopy Materials. Awnings should be constructed of canvas with metal or wood frames. Metal and plastic awnings or canopies are permitted only where the building design incorporates other metal or plastic architectural elements. Awnings and

canopies should be constructed of high quality, durable, fade resistant, and fire retardant materials.

Standard 4: Awning and Canopy Signage. Minimize and limit signage to the valence.

As shown in Exhibit A, the proposed medical office building has multiple canopies. These canopies are unified and span the length of the facades, extending out from the floor plates of the individual floors, extending out from the roofline and projecting over the storefronts. The continuous canopy complements the architectural design of the building, echoing its rectangular shape and flat roof. The metal used in the canopies echoes the metal used in other design elements, including the galvanized steel tubing which covers the tower elements, the aluminum door and window frames and the wire mesh balconies.

Parking Structures

Guideline: Encourage that parking structures be related to the principal structure in materials, color, and other elements including landscaping.

Standard 2: Solid Spandrel Panels. Solid spandrel panels a minimum of 3-feet-6-inches in height shall be installed at the ramps of the structure to minimize headlight glare.

Standard 4: Above-Grade Parking. Wherever above grade parking is provided, architectural perforations or other wall openings should be provided to break up the exterior plane of the parking wall.

Per Condition 33, solid spandrel panels a minimum of 3-feet-6 inches in height shall be installed at the parking ramps to minimize headlight glare onto Gates Street and Thomas Street. As conditioned by Condition 34 and shown in Exhibit A, the Project shall provide wall openings, or other perforations such as corrugated wall mounted panel green screens for climbing vegetation, to screen the exterior plane of the parking wall.

Buffering Walls

Guideline: Buffer noise and traffic away from adjacent residential areas through the use of a buffering wall.

Standard: Buffering Walls. A solid decorative masonry wall, a minimum of six feet in height, should be constructed along the property line of any commercially zoned lot if its parking or driveway areas are adjacent to residential uses. Decorative masonry walls mean split-face, stone slump, plaster, brick, or stone facing with a top cap. Both sides of the wall should be decorative. This requirement should not apply if a wall already exists along that property line or a commercially zoned lot which is separated by streets, alleys, or other public ways.

Per Condition 37, there shall be a minimum 6 ft. solid decorative wall along the north side of the parking structure which adjoins a residential area.

- 2. The structures, site plan and landscaping are harmonious in scale and design with existing development and any cultural, scenic or environmental resources adjacent to the site and the vicinity.**

As conditioned by this approval, the project has been reviewed by staff and has been found to be in substantial conformance with the design guidelines and standards (see above). The project is conditioned to comply with the CDO requirements for site planning, building

composition, and parking. Plans have been revised to ensure that the proposed Project provides a scale of development and mix of uses which meet the intent of the guidelines. The retail uses incorporated into the parking structure and the landscaped front yard setback will encourage pedestrians to walk on North Broadway. Moving the curbcut on North Broadway to the middle of the block away from the bus stop near Thomas Street will improve the bus stop environment for transit riders and minimize the conflict between pedestrians, motorists and transit riders.

ENVIRONMENTAL FINDING

A Mitigated Negative Declaration (ENV-2012-1881-MND-REC1) was prepared for the proposed project. On the basis of the whole of the record before the lead agency including any comments received, the lead agency finds that, with imposition of the mitigation measures described in the MND, there is no substantial evidence that the proposed project will have a significant effect on the environment. The attached Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis. The records upon which this decision is based are with the Environmental Review Section of the Planning Department in Room 750, 200 North Spring Street. I hereby adopt that the Mitigated Negative Declaration, imposed the conditions shown in that document on this approval.

OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES

All terms and conditions of the Director's Determination shall be fulfilled before the use may be established. The instant authorization is further conditioned upon the privileges being utilized within **three years** after the effective date of this determination and, if such privileges are not utilized, building permits are not issued, or substantial physical construction work is not begun within said time and carried on diligently so that building permits do not lapse, the authorization shall terminate and become void.

TRANSFERABILITY

This determination runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent that you advise them regarding the conditions of this grant. If any portion of this approval is utilized, then all other conditions and requirements set forth herein become immediately operative and must be strictly observed.

VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR

Section 11.00 of the LAMC states in part (m): "It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Code. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Code shall be guilty of a misdemeanor unless that violation or failure is declared in that section to be an infraction. An infraction shall be tried and be punishable as provided in Section 19.6 of the Penal Code and the provisions of this section. Any violation of this Code that is designated as a misdemeanor may be charged by the City Attorney as either a misdemeanor or an infraction.

Every violation of this determination is punishable as a misdemeanor unless provision is otherwise made, and shall be punishable by a fine of not more than \$1,000 or by imprisonment in the County Jail for a period of not more than six months, or by both a fine and imprisonment."

APPEAL PERIOD - EFFECTIVE DATE

The applicant's attention is called to the fact that this grant is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any condition of this grant is violated or not complied with, then the applicant or his successor in interest may be prosecuted for violating these conditions the same as for any violation of the requirements contained in the Municipal Code, or the approval may be revoked.

The Determination in this matter will become effective and final fifteen (15) days after the date of mailing of the Notice of Director's Determination unless an appeal there from is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of this Determination, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. Forms are available on-line at www.lacity.org/pln.

Planning Department public offices are located at:

*Downtown Office
Figueroa Plaza
201 North Figueroa Street, 4th Floor
Los Angeles, CA 90012
(213) 482-7077*

*Valley Office
6262 Van Nuys Boulevard, Suite 251
Van Nuys, CA 91401
(818) 374-5050*

Verification of condition compliance with building plans and/or building permit applications are done at the Development Services Center of the Department of City Planning at either Figueroa Plaza in Downtown Los Angeles or the Marvin Braude Building in the Valley. In order to assure that you receive service with a minimum amount of waiting, applicants are encouraged to schedule an appointment with the Development Services Center either by calling (213) 482-7077 or through the Department of City Planning website at <http://cityplanning.lacity.org>. The applicant is further advised to notify any consultant representing you of this requirement as well.

The time in which a party may seek judicial review of this determination is governed by California Code of Civil Procedures 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.

Michael J. LoGrande
Director of Planning

Approved by:



Daniel Scott, Principal City Planner

Reviewed by:



Shana Bonstin, Senior City Planner

Reviewed by:



Gregory J. Shoop, City Planner

Prepared by:



Mary Richardson, Associate Planner
Mary.Richardson@lacity.org

CITY OF LOS ANGELES
 OFFICE OF THE CITY CLERK
 ROOM 395, CITY HALL
 LOS ANGELES, CALIFORNIA 90012
 CALIFORNIA ENVIRONMENTAL QUALITY ACT
 PROPOSED MITIGATED NEGATIVE DECLARATION

LEAD CITY AGENCY City of Los Angeles	COUNCIL DISTRICT CD 1 - ED P. REYES
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PROJECT TITLE ENV-2012-1881-MND	CASE NO. DIR-2012-1880-CDO, ZA-2012-1879-CU-ZV-ZAD-SPR
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PROJECT LOCATION
3331 N NORTH BROADWAY

PROJECT DESCRIPTION
 A Conditional Use to permit 38 tandem parking spaces, as not otherwise permitted by the Commercial Corner regulations of the Code, and to permit a zero foot non landscaped setback, as otherwise required by the Commercial Corner regulations of the Code, in conjunction with the construction, use and maintenance of a 47,300 square three story foot medical office building with an adjacent four level parking structure on a 48,573 square foot lot in the [Q]C4-1VL-CDO Zone. Existing retaining walls and concrete pavement on the site will be demolished.

NAME AND ADDRESS OF APPLICANT IF OTHER THAN CITY AGENCY
 Arman Gabay
 9034 West Sunset Boulevard
 West Hollywood, CA 90069

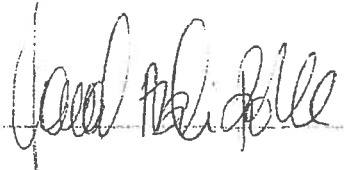
FINDING:
 The City Planning Department of the City of Los Angeles has Proposed that a mitigated negative declaration be adopted for this project because the mitigation measure(s) outlined on the attached page(s) will reduce any potential significant adverse effects to a level of insignificance
 (CONTINUED ON PAGE 2)

SEE ATTACHED SHEET(S) FOR ANY MITIGATION MEASURES IMPOSED.

Any written comments received during the public review period are attached together with the response of the Lead City Agency. The project decision-maker may adopt the mitigated negative declaration, amend it, or require preparation of an EIR. Any changes made should be supported by substantial evidence in the record and appropriate findings made.

THE INITIAL STUDY PREPARED FOR THIS PROJECT IS ATTACHED.

NAME OF PERSON PREPARING THIS FORM	TITLE	TELEPHONE NUMBER
MICHAEL O'BRIEN	City Planning Associate	(213) 978-1346

ADDRESS	SIGNATURE (Official)	DATE
200 N. SPRING STREET, 7th FLOOR LOS ANGELES, CA. 90012		JUNE 17, 2013

MITIGATED NEGATIVE DECLARATION
ENV-2012-1881-MND

I-120. Aesthetics (Light)

- Environmental impacts to the adjacent residential properties may result due to excessive illumination on the project site. However, the potential impacts will be mitigated to a less than significant level by the following measure:
- Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way.

I-150. Aesthetics

- The project will result in aesthetic impacts. However, the impact(s) can be reduced to a less than significant level through compliance with the following measure(s):
- The potential aesthetic impacts will be mitigated to insignificance by complying with the Lincoln Heights Community Design Overlay district.
- The potential aesthetic impacts will be mitigated to insignificance by complying with the Lincoln Heights Community Design Overlay (Ord. No. 176,659.)

III-10. Air Pollution (Demolition, Grading, and Construction Activities)

-
- All unpaved demolition and construction areas shall be wetted at least twice daily during excavation and construction, and temporary dust covers shall be used to reduce dust emissions and meet SCAQMD District Rule 403. Wetting could reduce fugitive dust by as much as 50 percent.
- The construction area shall be kept sufficiently dampened to control dust caused by grading and hauling, and at all times provide reasonable control of dust caused by wind.
- All clearing, earth moving, or excavation activities shall be discontinued during periods of high winds (i.e., greater than 15 mph), so as to prevent excessive amounts of dust.
- All dirt/soil loads shall be secured by trimming, watering or other appropriate means to prevent spillage and dust.
- All dirt/soil materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amount of dust.
- General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions.
- Trucks having no current hauling activity shall not idle but be turned off.

V-20. Cultural Resources (Archaeological)

- Environmental impacts may result from project implementation due to discovery of unrecorded archaeological resources. However, the potential impacts will be mitigated to a less than significant level by the following measures:
- If any archaeological materials are encountered during the course of project development, all further development activity shall halt and:
- The services of an archaeologist shall then be secured by contacting the South Central Coastal Information Center (657-278-5395) located at California State University Fullerton, or a member of the Society of Professional Archaeologist (SOPA) or a SOPA-qualified archaeologist, who shall assess the discovered material(s) and prepare a survey, study or report evaluating the impact.
- The archaeologist's survey, study or report shall contain a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource.
- The applicant shall comply with the recommendations of the evaluating archaeologist, as contained in the survey, study or report.
- Project development activities may resume once copies of the archaeological survey, study or report are submitted to: SCCIC Department of Anthropology, McCarthy Hall 477, CSU Fullerton, 800 North State College Boulevard, Fullerton, CA 92834.
- Prior to the issuance of any building permit, the applicant shall submit a letter to the case file indicating what, if any, archaeological reports have been submitted, or a statement indicating that no material was discovered.
- A covenant and agreement binding the applicant to this condition shall be recorded prior to issuance of a grading permit.

V-30. Cultural Resources (Paleontological)

- Environmental impacts may result from project implementation due to discovery of unrecorded paleontological resources. However, the potential impacts will be mitigated to a less than significant level by the following measures:
- If any paleontological materials are encountered during the course of project development, all further development activities shall halt and:

MITIGATED NEGATIVE DECLARATION
ENV-2012-1881-MND

- b. The paleontologist's survey, study or report shall contain a recommendation(s), if necessary, for the preservation, conservation, or relocation of the resource.
- c. The applicant shall comply with the recommendations of the evaluating paleontologist, as contained in the survey, study or report.
- d. Project development activities may resume once copies of the paleontological survey, study or report are submitted to the Los Angeles County Natural History Museum.
- Prior to the issuance of any building permit, the applicant shall submit a letter to the case file indicating what, if any, paleontological reports have been submitted, or a statement indicating that no material was discovered.
- A covenant and agreement binding the applicant to this condition shall be recorded prior to issuance of a grading permit.

V-40. Cultural Resources (Human Remains)

- Environmental impacts may result from project implementation due to discovery of unrecorded human remains.
- In the event that human remains are discovered during excavation activities, the following procedure shall be observed:
 - a. Stop immediately and contact the County Coroner: 1104 N. Mission Road, Los Angeles, CA 90033. 323-343-0512 (8 a.m. to 5 p.m. Monday through Friday) or 323-343-0714 (After Hours, Saturday, Sunday, and Holidays)
 - b. The coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.
 - c. The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
 - d. The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
 - e. If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;
 - f. If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.
- *Discuss and confer* means the meaningful and timely discussion careful consideration of the views of each party.

VI-10. Seismic

- Environmental impacts to the safety of future occupants may result due to the project's location in an area of potential seismic activity. However, this potential impact will be mitigated to a less than significant level by the following measure:
 - The design and construction of the project shall conform to the California Building Code seismic standards as approved by the Department of Building and Safety.

VI-20. Erosion/Grading/Short-Term Construction Impacts

- Short-term erosion impacts may result from the construction of the proposed project. However, these impacts can be mitigated to a less than significant level by the following measures:
 - The applicant shall provide a staked signage at the site with a minimum of 3-inch lettering containing contact information for the Senior Street Use Inspector (Department of Public Works), the Senior Grading Inspector (LADBS) and the hauling or general contractor.
 - Chapter IX, Division 70 of the Los Angeles Municipal Code addresses grading, excavations, and fills. All grading activities require grading permits from the Department of Building and Safety. Additional provisions are required for grading activities within Hillside areas. The application of BMPs includes but is not limited to the following mitigation measures:
 - a. Excavation and grading activities shall be scheduled during dry weather periods. If grading occurs during the rainy season (October 15 through April 1), diversion dikes shall be constructed to channel runoff around the site. Channels shall be lined with grass or roughened pavement to reduce runoff velocity.
 - b. Stockpiles, excavated, and exposed soil shall be covered with secured tarps, plastic sheeting, erosion control fabrics, or treated with a bio-degradable soil stabilizer.

VI-70. Liquefaction Area

- Environmental impacts may result due to the proposed project's location in an area with liquefaction potential. However, these potential impacts will be mitigated to a less than significant level by the following measures:

MITIGATED NEGATIVE DECLARATION
ENV-2012-1881-MND

- Prior to the issuance of grading or building permits, the applicant shall submit a geotechnical report, prepared by a registered civil engineer or certified engineering geologist, to the Department of Building and Safety, for review and approval. The project shall comply with the Uniform Building Code Chapter 18, Division 1 Section 1804.5 Liquefaction Potential and Soil Strength Loss. The geotechnical report shall assess potential consequences of any liquefaction and soil strength loss, estimation of settlement, lateral movement or reduction in foundation soil-bearing capacity, and discuss mitigation measures that may include building design consideration. Building design considerations shall include, but are not limited to: ground stabilization, selection of appropriate foundation type and depths, selection of appropriate structural systems to accommodate anticipated displacements or any combination of these measures.

VII-10. Green House Gas Emissions

- The project will result in impacts resulting in increased green house gas emissions. However, the impact can be reduced to a less than significant level through compliance with the following measure(s):
- Mitigations for the release of greenhouse gases are also mitigations for such impacts as airborne particulates during demolition of the existing structure and site grading. Such mitigations are included under their respective headings.

IX-20. Stormwater Pollution (Demolition, Grading, and Construction Activities)

-
- Sediment carries with it other work-site pollutants such as pesticides, cleaning solvents, cement wash, asphalt, and car fluids that are toxic to sea life.
- Leaks, drips and spills shall be cleaned up immediately to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.
- All vehicle/equipment maintenance, repair, and washing shall be conducted away from storm drains. All major repairs shall be conducted off-site. Drip pans or drop clothes shall be used to catch drips and spills.
- Pavement shall not be hosed down at material spills. Dry cleanup methods shall be used whenever possible.
- Dumpsters shall be covered and maintained. Uncovered dumpsters shall be placed under a roof or be covered with tarps or plastic sheeting.

XII-20. Increased Noise Levels (Demolition, Grading, and Construction Activities)

-
- The project shall comply with the City of Los Angeles Noise Ordinance No. 144,331 and 161,574, and any subsequent ordinances, which prohibit the emission or creation of noise beyond certain levels at adjacent uses unless technically infeasible.
- Construction and demolition shall be restricted to the hours of 7:00 am to 6:00 pm Monday through Friday, and 8:00 am to 6:00 pm on Saturday.
- Demolition and construction activities shall be scheduled so as to avoid operating several pieces of equipment simultaneously, which causes high noise levels.
- The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices.

XII-40. Increased Noise Levels (Parking Structure Ramps)

- Environmental impacts may result from project implementation due to noise from cars using the parking ramp. However, the potential impacts will be mitigated to a less than significant level by the following measures:
- Concrete, not metal, shall be used for construction of parking ramps.
- The interior ramps shall be textured to prevent tire squeal at turning areas.
- Parking lots located adjacent to residential buildings shall have a solid decorative wall adjacent to the residential.

CITY OF LOS ANGELES
OFFICE OF THE CITY CLERK
ROOM 395, CITY HALL
LOS ANGELES, CALIFORNIA 90012
CALIFORNIA ENVIRONMENTAL QUALITY ACT
INITIAL STUDY
and CHECKLIST
(CEQA Guidelines Section 15063)

LEAD CITY AGENCY: City of Los Angeles	COUNCIL DISTRICT: CD 1 - ED P. REYES	DATE: 05/01/2013
RESPONSIBLE AGENCIES: Department of City Planning		
ENVIRONMENTAL CASE: ENV-2012-1881-MND	RELATED CASES: DIR-2012-1880-CDO, ZA-2012-1879-CU-ZV-ZAD-SPR	
PREVIOUS ACTIONS CASE NO.:	<input type="checkbox"/> Does have significant changes from previous actions. <input checked="" type="checkbox"/> Does NOT have significant changes from previous actions.	
PROJECT DESCRIPTION: NEW 5-STORY MEDICAL OFFICE AND RETAIL BUILDING WITH ON-SITE PARKING. THE PROJECT CONSISTS OF 15,000 SF. OF GROUND FLOOR RETAIL AND 66,000 SF. OFFICE, AND 299 PARKING SPACES.		
ENV PROJECT DESCRIPTION: A Conditional Use to permit 38 tandem parking spaces, as not otherwise permitted by the Commercial Corner regulations of the Code, and to permit a zero foot non landscaped setback, as otherwise required by the Commercial Corner regulations of the Code, in conjunction with the construction, use and maintenance of a 47,300 square three story foot medical office building with an adjacent four level parking structure on a 48,573 square foot lot in the [Q]C4-1VL-CDO Zone. Existing retaining walls and concrete pavement on the site will be demolished.		
ENVIRONMENTAL SETTINGS: Properties to the north are zoned [Q]RD3-1D-HPOZ and are improved with a mixture of single family dwellings and small apartment buildings. On Gates Street is located the Little Flower Educational Child Care Center. Properties to the east are zoned [Q]PF-1D and are improved with Abraham Lincoln High School. Properties to the South are zoned PF-1 and are improved with the Gates Street Elementary School, and one parcel is zoned [Q]C4-1XL-CDO improved with a mini shopping center containing a barber shop, a massage parlor, an office supply store and a restaurant. Properties to the west are zoned [Q]C4-1VL-CDO and are improved with a shopping center containing a dentist and a carpet store.		
PROJECT LOCATION: 3331 N NORTH BROADWAY		
COMMUNITY PLAN AREA: NORTHEAST LOS ANGELES STATUS: <input checked="" type="checkbox"/> Does Conform to Plan <input type="checkbox"/> Does NOT Conform to Plan	AREA PLANNING COMMISSION: EAST LOS ANGELES	CERTIFIED NEIGHBORHOOD COUNCIL: LINCOLN HEIGHTS
EXISTING ZONING: [Q]C4-1VL-CDO	MAX. DENSITY/INTENSITY ALLOWED BY ZONING:	LA River Adjacent: NO
GENERAL PLAN LAND USE: NEIGHBORHOOD COMMERCIAL	MAX. DENSITY/INTENSITY ALLOWED BY PLAN DESIGNATION:	
PROPOSED PROJECT DENSITY:		

Determination (To Be Completed By Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions on the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

	City Planning Associate	(213) 978-1346
Signature	Title	Phone

Evaluation Of Environmental Impacts:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of a mitigation measure has reduced an effect from "Potentially Significant Impact" to "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR, or negative declaration. Section 15063 (c)(3)(D). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A sources list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significance.

Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input checked="" type="checkbox"/> AESTHETICS <input type="checkbox"/> AGRICULTURE AND FOREST RESOURCES <input checked="" type="checkbox"/> AIR QUALITY <input type="checkbox"/> BIOLOGICAL RESOURCES <input checked="" type="checkbox"/> CULTURAL RESOURCES <input checked="" type="checkbox"/> GEOLOGY AND SOILS	<input checked="" type="checkbox"/> GREEN HOUSE GAS EMISSIONS <input type="checkbox"/> HAZARDS AND HAZARDOUS MATERIALS <input checked="" type="checkbox"/> HYDROLOGY AND WATER QUALITY <input type="checkbox"/> LAND USE AND PLANNING <input type="checkbox"/> MINERAL RESOURCES <input checked="" type="checkbox"/> NOISE	<input type="checkbox"/> POPULATION AND HOUSING <input type="checkbox"/> PUBLIC SERVICES <input type="checkbox"/> RECREATION <input type="checkbox"/> TRANSPORTATION/TRAFFIC <input type="checkbox"/> UTILITIES AND SERVICE SYSTEMS <input type="checkbox"/> MANDATORY FINDINGS OF SIGNIFICANCE
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INITIAL STUDY CHECKLIST (To be completed by the Lead City Agency)

Background

PROPONENT NAME:

Arman Gabay

PHONE NUMBER:

(310) 247-0900

APPLICANT ADDRESS:

9034 West Sunset Boulevard
 West Hollywood, CA 90069

AGENCY REQUIRING CHECKLIST:

Department of City Planning

DATE SUBMITTED:

07/13/2012

PROPOSAL NAME (if Applicable):

Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
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I. AESTHETICS				
a.	Have a substantial adverse effect on a scenic vista?		✓	
b.	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			✓
c.	Substantially degrade the existing visual character or quality of the site and its surroundings?		✓	
d.	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		✓	
II. AGRICULTURE AND FOREST RESOURCES				
a.	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?			✓
b.	Conflict with existing zoning for agricultural use, or a Williamson Act contract?			✓
c.	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?			✓
d.	Result in the loss of forest land or conversion of forest land to non-forest use?			✓
e.	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			✓
III. AIR QUALITY				
a.	Conflict with or obstruct implementation of the applicable air quality plan?			✓
b.	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓
c.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓
d.	Expose sensitive receptors to substantial pollutant concentrations?		✓	
e.	Create objectionable odors affecting a substantial number of people?			✓
IV. BIOLOGICAL RESOURCES				
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			✓
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?			✓
c.	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			✓
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			✓
V. CULTURAL RESOURCES				

Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
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a.	Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?			✓
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	✓		
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	✓		
d.	Disturb any human remains, including those interred outside of formal cemeteries?	✓		
VI. GEOLOGY AND SOILS				
a.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			✓
b.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Strong seismic ground shaking?	✓		
c.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Seismic-related ground failure, including liquefaction?	✓		
d.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Landslides?			✓
e.	Result in substantial soil erosion or the loss of topsoil?	✓		
f.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	✓		
g.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓
h.	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			✓
VII. GREEN HOUSE GAS EMISSIONS				
a.	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	✓		
b.	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	✓		
VIII. HAZARDS AND HAZARDOUS MATERIALS				
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓
c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			✓
e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			✓
f.	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?			✓
g.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			✓

Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
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h.	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓
IX. HYDROLOGY AND WATER QUALITY					
a.	Violate any water quality standards or waste discharge requirements?				✓
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				✓
c.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?		✓		
d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				✓
e.	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				✓
f.	Otherwise substantially degrade water quality?				✓
g.	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h.	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j.	Inundation by seiche, tsunami, or mudflow?				✓
X. LAND USE AND PLANNING					
a.	Physically divide an established community?				✓
b.	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c.	Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓
XI. MINERAL RESOURCES					
a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b.	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓
XII. NOISE					
a.	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b.	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				✓
c.	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
d.	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		

Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
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e.	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f.	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓
XIII. POPULATION AND HOUSING					
a.	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b.	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c.	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓
XIV. PUBLIC SERVICES					
a.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection?				✓
b.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Police protection?				✓
c.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Schools?				✓
d.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Parks?				✓
e.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Other public facilities?				✓
XV. RECREATION					
a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b.	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
XVI. TRANSPORTATION/TRAFFIC					
a.	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				✓

Potentially significant impact	Potentially significant unless mitigation incorporated	Less than significant impact	No impact
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b.	Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				✓
c.	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d.	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
e.	Result in inadequate emergency access?				✓
f.	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				✓
XVII. UTILITIES AND SERVICE SYSTEMS					
a.	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				✓
b.	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				✓
c.	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				✓
d.	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				✓
e.	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				✓
g.	Comply with federal, state, and local statutes and regulations related to solid waste?				✓
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE					
a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				✓
c.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓

Note: Authority cited: Sections 21083, 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080, 21083.05, 21095, Pub. Resources Code; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

DISCUSSION OF THE ENVIRONMENTAL EVALUATION (Attach additional sheets if necessary)

The Environmental Impact Assessment includes the use of official City of Los Angeles and other government source reference materials related to various environmental impact categories (e.g., Hydrology, Air Quality, Biology, Cultural Resources, etc.). The State of California, Department of Conservation, Division of Mines and Geology - Seismic Hazard Maps and reports, are used to identify potential future significant seismic events; including probable magnitudes, liquefaction, and landslide hazards. Based on applicant information provided in the Master Land Use Application and Environmental Assessment Form, impact evaluations were based on stated facts contained therein, including but not limited to, reference materials indicated above, field investigation of the project site, and any other reliable reference materials known at the time.

Project specific impacts were evaluated based on all relevant facts indicated in the Environmental Assessment Form and expressed through the applicant's project description and supportive materials. Both the Initial Study Checklist and Checklist Explanations, in conjunction with the City of Los Angeles's Adopted Thresholds Guide and CEQA Guidelines, were used to reach reasonable conclusions on environmental impacts as mandated under the California Environmental Quality Act (CEQA).

The project as identified in the project description may cause potentially significant impacts on the environment without mitigation. Therefore, this environmental analysis concludes that a Mitigated Negative Declaration shall be issued to avoid and mitigate all potential adverse impacts on the environment by the imposition of mitigation measures and/or conditions contained and expressed in this document; the environmental case file known as ENV-2012-1881-MND and the associated case(s), DIR-2012-1880-CDO, ZA-2012-1879-CU-ZV-ZAD-SPR . Finally, based on the fact that these impacts can be feasibly mitigated to less than significant, and based on the findings and thresholds for Mandatory Findings of Significance as described in the California Environmental Quality Act, section 15065, the overall project impact(s) on the environment (after mitigation) will not:

- Substantially degrade environmental quality.
- Substantially reduce fish or wildlife habitat.
- Cause a fish or wildlife habitat to drop below self sustaining levels.
- Threaten to eliminate a plant or animal community.
- Reduce number, or restrict range of a rare, threatened, or endangered species.
- Eliminate important examples of major periods of California history or prehistory.
- Achieve short-term goals to the disadvantage of long-term goals.
- Result in environmental effects that are individually limited but cumulatively considerable.
- Result in environmental effects that will cause substantial adverse effects on human beings.

ADDITIONAL INFORMATION:

All supporting documents and references are contained in the Environmental Case File referenced above and may be viewed in the EIR Unit, Room 763, City Hall.

For City information, addresses and phone numbers: visit the City's website at <http://www.lacity.org> ; City Planning - and Zoning Information Mapping Automated System (ZIMAS) cityplanning.lacity.org/ or EIR Unit, City Hall, 200 N Spring Street, Room 763. Seismic Hazard Maps - <http://gmw.consrv.ca.gov/shmp/> Engineering/Infrastructure/Topographic Maps/Parcel Information - <http://boemaps.eng.ci.la.ca.us/index01.htm> or City's main website under the heading "Navigate LA".

PREPARED BY:	TITLE:	TELEPHONE NO.:	DATE:
MICHAEL OBRIEN	City Planning Associate	(213) 978-1346	05/01/2013

Impact?	Explanation	Mitigation Measures
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APPENDIX A: ENVIRONMENTAL IMPACTS EXPLANATION TABLE

I. AESTHETICS		
a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The construction of the proposed project would negatively impact the views of the scenic hillsides to the north of the subject property. I-150 The Community Design Overlay district's provisions will ensure that the Project will conform to the fine-grained "small town" aesthetic contemplated by the CDO, and will reduce the potential impacts to insignificance.
b.	NO IMPACT	Since there are no scenic resources in the area, the Project will not have any impact.
c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The construction of the proposed project would negatively impact the views of the scenic hillsides to the north of the subject property. I-150 The Community Design Overlay district's provisions will ensure that the Project will conform to the fine-grained "small town" aesthetic contemplated by the CDO, and will reduce the potential impacts to insignificance.
d.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The construction of the parking garage with an illuminated top parking deck could introduce a significant amount of light and glare on the neighboring residential properties to the north. I-120 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
II. AGRICULTURE AND FOREST RESOURCES		
a.	NO IMPACT	Since the Project is not located in prime farmland, there will be no impact
b.	NO IMPACT	Since the Project site is not zoned for agricultural use, there will be no impact.
c.	NO IMPACT	Since the Project is not located in forest land, there will be no impact.
d.	NO IMPACT	Since the Project is not located in forest land, there will be no impact.
e.	NO IMPACT	Since the Project is not located in farmland or forest land, there will be no impact.
III. AIR QUALITY		
a.	NO IMPACT	Since the Project's square footage does not rise to the level of square footage that will cause a significant impact, and since the traffic study concludes that there will be a less than significant impact from increased vehicle trips, there will be no impact.

Impact?	Explanation	Mitigation Measures
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b.	NO IMPACT	Since the Project's square footage does not rise to the level of square footage that will cause a significant impact, and since the traffic study concludes that there will be a less than significant impact from increased vehicle trips, there will be no impact.	
c.	NO IMPACT	Since the Project's square footage does not rise to the level of square footage that will cause a significant impact, and since the traffic study concludes that there will be a less than significant impact from increased vehicle trips, there will be no impact.	
d.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The adjoining high school, elementary school, and early education facility could potentially be negatively impacted by the process of demolition of the existing retaining walls and asphalt parking lot, causing dust and particulate matter to rise into the air. Additionally, construction of the project could cause additional dust and particulate matter to impact the neighboring schools.	III-10 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
e.	NO IMPACT	Since no objectionable odors will be created by the construction and use of the Project, there will be no impact.	

IV. BIOLOGICAL RESOURCES

a.	NO IMPACT	Since the Project is infill development on built-up urban land, the Project will have no impact on biological resources.	
b.	NO IMPACT	Since the Project is infill development on built-up urban land, the Project will have no impact on riparian resources.	
c.	NO IMPACT	Since the Project is infill development on built-up urban land, the Project will have no impact on wetlands.	
d.	NO IMPACT	Since the site is built-up urban land, the Project will have no impact on the movement of native species.	
e.	NO IMPACT	Since there are no protected trees on the site, the Project will have no impact protected trees.	
f.	NO IMPACT	Since the Project is not located within a Habitat Conservation Plan, there will be no impact.	

V. CULTURAL RESOURCES

a.	NO IMPACT	Since the property is not an historic resource, the Project will have no impact.	
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Impact?	Explanation	Mitigation Measures
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b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since the Project involves substantial excavations/movement of earth, there is a potential for disturbing a significant archaeological/paleontological resource/human remains.	V-20 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since the Project involves substantial excavations/movement of earth, there is a potential for disturbing a significant archaeological/paleontological resource/human remains.	V-30 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
d.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since the Project involves substantial excavations/movement of earth, there is a potential for disturbing a significant archaeological/paleontological resource/human remains.	V-40 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.

VI. GEOLOGY AND SOILS

a.	NO IMPACT	Since the Project is not located in an Alquist-Priolo zone, there will be no impact.	
b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Although the Project is not located in an Alquist-Priolo Zone, it is located in the Los Angeles Basin, which is prone to seismic shaking.	VI-10 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since the Project is located in a liquefaction area, there is the potential for a significant impact.	VI-70 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
d.	NO IMPACT	Since the Project is not located in a landslide hazard area, there will be no impact.	
e.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since the Project will involve grading, there could be a significant impact from soil erosion.	VI-20 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
f.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since the Project is located in a liquefaction area, there is the potential for a significant impact.	VI-70 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
g.	NO IMPACT	Since the Project is not located in an area of expansive soil, there will be no impact.	
h.	NO IMPACT	Since the Project will not use septic tanks, but will be connected to the city's sanitary sewer system, there will be no impact.	

VII. GREEN HOUSE GAS EMISSIONS

Impact?	Explanation	Mitigation Measures
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a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Construction of the Project could potentially release significant amounts of greenhouse gases during the demolition of the existing retaining walls and concrete, site grading activities, and operation of the Project.	VII-10 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
b.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Construction of the Project could potentially release significant amounts of greenhouse gases during the demolition of the existing building, site grading activities, and operation of Project, thus violating plans for the regulation of greenhouse gases.	VII-10 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.

VIII. HAZARDS AND HAZARDOUS MATERIALS

a.	NO IMPACT	Since the Project involves no hazardous materials, there will be no impact.	
b.	NO IMPACT	Since the Project involves no hazardous materials, there will be no impact.	
c.	NO IMPACT	Since the Project involves no hazardous materials, there will be no impact.	
d.	NO IMPACT	Since the Project is not located on a hazardous materials site, there will be no impact.	
e.	NO IMPACT	Since the Project is not located in an airport land use plan area, there will be no impact.	
f.	NO IMPACT	Since the Project is not located in the vicinity of a private airstrip, there will be no impact.	
g.	NO IMPACT	Since the Project will not impair an emergency response plan, there will be no impact.	
h.	NO IMPACT	Since the Project is not located in an area subject to wildland fires, there will be no impact.	

IX. HYDROLOGY AND WATER QUALITY

a.	NO IMPACT	Since the Project will not violate any water quality of waste discharge standards, there will be no impact.	
b.	NO IMPACT	Since the Project will not use a significant amount of water, it will not violate any water quality standards or waste discharge requirements, and will have no impact.	
c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Since considerable movement of earth is proposed during the construction process, there could potentially be significant amounts of erosion.	IX-20 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.

Impact?	Explanation	Mitigation Measures
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d.	NO IMPACT	Although the existing drainage pattern of the site will be altered due to construction, and half of the site that is currently permeable will become impermeable, the additional amount of runoff will be minimal, and thus there will be no impact.	
e.	NO IMPACT	Although the existing drainage pattern of the site will be altered due to construction, and half of the site that is currently permeable will become impermeable, the additional amount of runoff will be minimal, and thus there will be no impact.	
f.	NO IMPACT	Since the Project will not otherwise substantially degrade water quality, there will be no impact.	
g.	NO IMPACT	Since the Project does not involve creation of new housing, there will be no impact.	
h.	NO IMPACT	Since the Project is not within a 100 year flood zone, there will be no impact.	
i.	NO IMPACT	Since the Project is not downstream from any dam, there will be no impact.	
j.	NO IMPACT	Since the Project is not located in a tsunami area, there will be no impact.	

X. LAND USE AND PLANNING

a.	NO IMPACT	Since the Project will not physically divide an established community, there will be no impact.	
b.	NO IMPACT	Since the Project will not conflict with any applicable land use plan, there will be no impact.	
c.	NO IMPACT	Since the Project is not located within any habitat conservation plan or community conservation plan, there will be no impact.	

XI. MINERAL RESOURCES

a.	NO IMPACT	Since the Project is not located with an area of known mineral resources, there will be no impact.	
b.	NO IMPACT	Since the Project is not located with an area of known mineral resources, there will be no impact.	

XII. NOISE

a.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The construction, use and maintenance of the parking structure could generate noise that could potentially exceed noise level standards.	XII-40 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
b.	NO IMPACT	Since the Project will create no significant groundborne vibrations, there will be no impact.	

Impact?	Explanation	Mitigation Measures
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c.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	The construction, use and maintenance of the Project could generate noise that could potentially be a substantial permanent increase in noise levels.	XII-20 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
d.	POTENTIALLY SIGNIFICANT UNLESS MITIGATION INCORPORATED	Construction of the Project could potentially result in a substantial increase in ambient noise levels.	XII-20 Application of the proposed mitigation measures will reduce the potential impacts to insignificance.
e.	NO IMPACT	Since the Project is not located within an airport land use plan, there will be no impact.	
f.	NO IMPACT	Since the Project is not within the vicinity of a private airstrip, there will be no impact.	

XIII. POPULATION AND HOUSING

a.	NO IMPACT	Since the Project will not induce any population growth, there will be no impact.	
b.	NO IMPACT	Since the Project will not displace any housing, there will be no impact.	
c.	NO IMPACT	Since the Project will not displace any people, there will be no impact.	

XIV. PUBLIC SERVICES

a.	NO IMPACT	Since the Project will create only a minimal new demand for fire protection, there will be no impact.	
b.	NO IMPACT	Since the Project will create only a minimal new demand for police services, there will be no impact.	
c.	NO IMPACT	Since the Project will create no new demand for schools, there will be no impact.	
d.	NO IMPACT	Since the Project will create no new demand for parks, there will be no impact.	
e.	NO IMPACT	Since the Project will create no new demand for governmental facilities, there will be no impact.	

XV. RECREATION

a.	NO IMPACT	Since the Project will not increase the use of parks, there will be no impact.	
b.	NO IMPACT	Since the Project will not increase the use of recreational facilities, there will be no impact.	

XVI. TRANSPORTATION/TRAFFIC

a.	NO IMPACT	Since the Project will not conflict with any applicable transportation plan, there will be no impact. The Department of Transportation's letter of April 18, 2013, attached, concluded that, based on the traffic analysis conducted by the	
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Impact?	Explanation	Mitigation Measures
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		applicant, none of the study intersections would be significantly impacted by project-related traffic. The bureau of Engineering has requested that appropriate dedications and improvements of the surrounding streets be provided by the applicant, and these dedications and improvements will ensure that the Project creates no significant traffic impact.	
b.	NO IMPACT	Since the Project will not conflict with any congestion management plan, there will be no impact.	
c.	NO IMPACT	Since the Project will not change any air traffic patterns, there will be no impact.	
d.	NO IMPACT	Since the Project will not create any hazardous transportation facilities, there will be no impact.	
e.	NO IMPACT	Since the Project will not impair any emergency access, there will be no impact.	
f.	NO IMPACT	Since the Project will not conflict with any plan for non-auto related transportation modalities, there will be no impact.	

XVII. UTILITIES AND SERVICE SYSTEMS

a.	NO IMPACT	Since the Project will be adequately served by existing wastewater treatment facilities, the increase in amount of wastewater will not be significant.	
b.	NO IMPACT	Since the Project will not result in the construction of any new wastewater facilities, there will be no impact.	
c.	NO IMPACT	Since the Project will not result in the construction of any new stormwater drainage facilities, there will be no impact.	
d.	NO IMPACT	Since the Project will not require new water facilities, there will be no impact.	
e.	NO IMPACT	Since the Project will not require any new wastewater facilities, there will be no impact.	
f.	NO IMPACT	Since the Project will not generate any significant solid waste, there will be no impact.	
g.	NO IMPACT	Since the Project will not generate any significant solid waste, there will be no impact.	

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

a.	NO IMPACT	Since the Project will not substantially degrade the environment, or reduce the habitat of fish and wildlife, or harm an historic resource, there will be no impact.	
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Impact?	Explanation	Mitigation Measures
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b.	NO IMPACT	Since all similar Projects have had and will have their impacts mitigated to insignificance, there will be no impact.	
c.	NO IMPACT	Since the Project will have no substantial adverse impacts on human beings, there will be no impact.	

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

3303 N. Broadway
DOT Case No. CEN 12-40440

Date: April 18, 2013

To: Karen Hoo, City Planner
Department of City Planning

From: 
Tomas Carranza, Senior Transportation Engineer
Department of Transportation

Subject: **TRAFFIC ANALYSIS FOR THE PROPOSED MEDICAL OFFICE PROJECT
LOCATED AT 3303 NORTH BROADWAY**

The Department of Transportation (DOT) has reviewed the traffic analysis prepared by Arthur L. Kassan P.E., dated March 2013, for the proposed medical office project located on the northwest corner of Thomas Street and North Broadway. Based on DOT's traffic impact criteria¹, the traffic study included the analysis of five intersections and determined that none of the study intersections would be significantly impacted by project-related traffic. The results of the traffic analysis, which adequately evaluated the project's traffic impacts on the surrounding community, are summarized in **Attachment 1**.

DISCUSSION AND FINDINGS

- A. Project Description
The project proposes to construct a 47,300 square-foot medical office facility on a site that is currently vacant. The traffic study indicated that 201 parking spaces will be provided on site with vehicular access accommodated by a two-way driveway on North Broadway and an exit-only driveway on Thomas Street. The project is expected to be completed by 2016.
- B. Trip Generation
The project is estimated to generate a net increase of approximately 1,384 daily trips, 94 trips during the a.m. peak hour and 141 trips during the p.m. peak hour. A copy of the trip generation table from the traffic study can be found in **Attachment 2**.

PROJECT REQUIREMENTS

- A. Construction Impacts
DOT recommends that a construction work site traffic control plan be submitted to DOT for review and approval prior to the start of any construction work. The plan should show the location of any roadway or sidewalk closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. DOT also recommends that all construction related traffic be restricted to off-peak hours.

¹ Per DOT's Traffic Study Policies and Procedures, a significant impact is identified as an increase in the Critical Movement Analysis (CMA) value, due to project related traffic, of 0.01 or more when the final ("with project") Level of Service (LOS) is LOS E or F; an increase of 0.020 or more when the final LOS is LOS D; or an increase of 0.040 or more when the final LOS is LOS C.

- B. Highway Dedication And Street Widening Requirements
Highway dedication and widening may be required along the streets that front the proposed project. Along the project's frontage, North Broadway is classified as a Major Highway Class II and Thomas Street is classified as a Local Street. According to the standard street dimensions of the Department of Public Works, Bureau of Engineering (BOE), a Major Highway Class II requires a 40-foot half-width roadway within a 52-foot half-width right-of-way and a Local Street requires a 20-foot half-width roadway within a 30-foot half-width right-of-way. The applicant should check with BOE's Land Development Group to determine if there are any highway dedication, street widening and/or sidewalk requirements for this project.
- C. Parking Requirements
The traffic study indicated that 201 parking spaces will be provided. The developer should check with the Department of Building and Safety on the number of Code-required parking spaces needed for the project.
- D. Driveway Access and Circulation
The review of this study does not constitute approval of the driveway dimensions, access and circulation scheme. Those require separate review and approval and should be coordinated as soon as possible with DOT's Citywide Planning Coordination Section (201 N. Figueroa Street, 4th Floor, Station 3, @ 213-482-7024) to avoid delays in the building permit approval process. In order to minimize and prevent last minute building design changes, it is highly imperative that the applicant, prior to the commencement of building or parking layout design efforts, contact DOT for driveway width and internal circulation requirements so that such traffic flow considerations are designed and incorporated early into the building and parking layout plans to avoid any unnecessary time delays and potential costs associated with late design changes. All driveways should be Case 2 driveways and 30 feet and 16 feet wide for two-way and one-way operations, respectively. All delivery truck loading and unloading shall take place on site with no vehicles having to back into the project via one of the proposed project driveways. A copy of the site plan from the traffic study can be found in **Attachment 3**.
- E. Development Review Fees
An ordinance adding Section 19.15 to the Los Angeles Municipal Code relative to application fees paid to DOT for permit issuance activities was adopted by the Los Angeles City Council in 2009. This ordinance identifies specific fees for traffic study review, condition clearance, and permit issuance. The applicant shall comply with any applicable fees per this ordinance.

If you have any questions, please contact Wes Pringle of my staff at (213) 972-8482.

Letters\CEN12-40440_3303 broadway medical office ts ltr.wpd

Attachments

- c: Guadalupe Duran-Medina, Council District No. 1
Mehrdad Moshksar, Central District, DOT
Taimour Tanavoli, Case Management Office, DOT
Carl Mills, Central District, BOE
Arthur Kassan P.E.

**TABLE 5
CURRENT AND FUTURE INTERSECTION OPERATIONS**

<u>INTERSECTION</u>	<u>EXISTING CONDITIONS 2013</u>	<u>FUTURE CONDITIONS - 2016 WITH AMBIENT GROWTH AND RELATED PROJECTS</u>	<u>DEVELOPMENT IMPACT</u>
		<u>WITHOUT DEVELOPMENT</u>	<u>WITH DEVELOPMENT</u>
North Broadway/Thomas Street			
Morning peak-hour volume/capacity level of service	0.490 A	0.507 A	0.522 A
Afternoon peak-hour volume/capacity level of service	0.255 A	0.264 A	0.294 A
0.015			0.030
North Broadway/Lincoln Park Avenue			
Morning peak-hour volume/capacity level of service	0.760 C	0.785 C	0.795 C
Afternoon peak-hour volume/capacity level of service	0.350 A	0.364 A	0.371 A
0.010			0.007
North Broadway/Mission Road/driveway			
Morning peak-hour volume/capacity level of service	0.856 D	0.884 D	0.893 D
Afternoon peak-hour volume/capacity level of service	0.623 B	0.644 B	0.649 B
0.009			0.005

TABLE 5 (CONTINUED)
CURRENT AND FUTURE INTERSECTION OPERATIONS

<u>INTERSECTION</u>	<u>EXISTING CONDITIONS 2013</u>	<u>WITHOUT DEVELOPMENT</u>	<u>WITH DEVELOPMENT</u>	<u>DEVELOPMENT IMPACT</u>	
North Broadway/Eastlake Avenue	Morning peak-hour volume/capacity level of service	0.536 A	0.553 A	0.557 A	0.004
	Afternoon peak-hour volume/capacity level of service	0.329 A	0.341 A	0.354 A	0.013
North Broadway/Griffen Avenue	Morning peak-hour volume/capacity level of service	0.600 A	0.620 B	0.633 B	0.013
	Afternoon peak-hour volume/capacity level of service	0.498 A	0.516 A	0.531 A	0.015

TABLE 2
ESTIMATED TRIP GENERATION
PROPOSED MEDICAL OFFICE BUILDING
NORTH SIDE OF BROADWAY BETWEEN THOMAS STREET AND GATES STREET

COMPONENT	SIZE	NUMBER OF VEHICLE TRIPS							
		24 HOURS		MORNING PEAK HOUR		AFTERNOON PEAK HOUR		Total	
		Entering	Leaving	Entering	Leaving	Entering	Leaving	Entering	Leaving
Medical/Dental Office Building (LU 720)	47,300 sq. ft.	86	23	44	120	44	120	44	120
Transit Trips -- 5%		(4)	(1)	(2)	(6)	(2)	(6)	(2)	(8)
Net Trips		82	22	42	114	42	114	42	156
Pass-By Trips -- 10%		(8)	(2)	(4)	(11)	(4)	(11)	(4)	(15)
Primary Trips		74	20	38	103	38	103	38	141
Total, Both Directions		1,709	109	109	164	109	164	109	164
		(85)	(5)	(5)	(8)	(5)	(8)	(5)	(8)
		1,624	104	104	156	104	156	104	156
		(162)	(10)	(10)	(15)	(10)	(15)	(10)	(15)
		1,384	94	94	141	94	141	94	141

Sources: Trip rates and equations published by the Institute of Transportation Engineers (ITE) in *Trip Generation*, 8th Edition, 2008.
Pass-by trip reduction based on LADOT policy.

Attachment 3

3303 N. Broadway

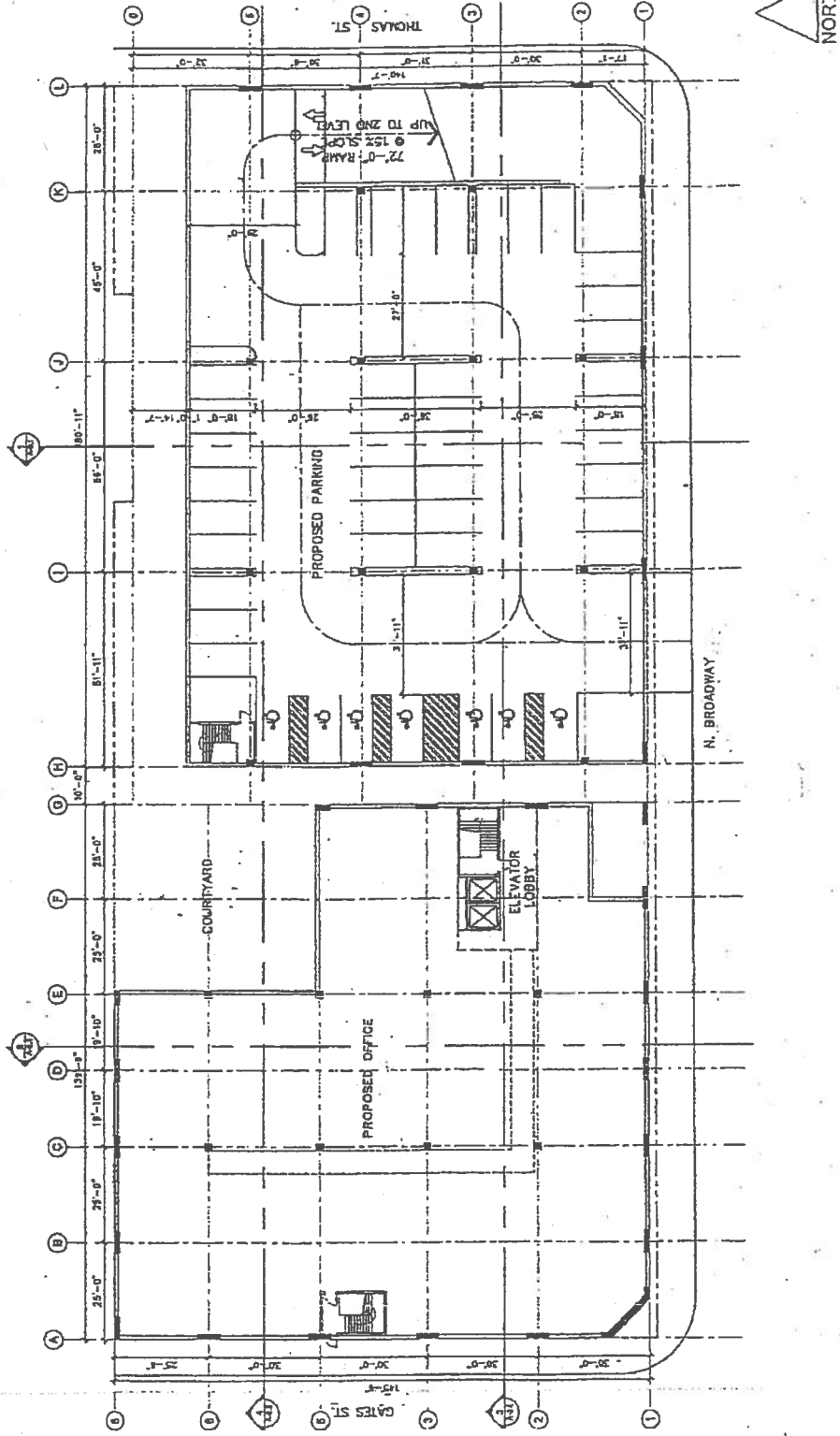


FIGURE 2
SITE PLAN