COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Carlos Jackson
Executive Director

March 22, 2005

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

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors and Commissioners:

DISPOSITION AND DEVELOPMENT AGREEMENT WITH ALTADENA LINCOLN CROSSING LLC FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENT IN THE WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT AREA (5)
(3 Vote)

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS AFTER THE PUBLIC HEARING:

Adopt the attached Resolution, Attachment A, finding that the sale for the amount of $3,267,000 to Altadena Lincoln Crossing LLC, of Commission-owned properties located in the West Altadena Community Redevelopment Project (WACRP) area, identified in Attachment B, is not less than the fair reuse value, that the sale of the property will assist in the elimination of blight, and approving the sale and the Disposition and Development Agreement for commercial and residential development in the WACRP area.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Consider the attached Environmental Assessment/Mitigated Negative Declaration prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), together with any comments received during the public review process, for the project, Phase 1 commercial and residential development on a five-acre site (the "Site"), identified in Attachment B-1, located on the east corner of Lincoln Avenue, between Woodbury Road on the south to Crosby Street on the north, in the West Altadena Community Redevelopment Project (WACRP) Area.

2. Find that after the incorporation of the mitigation measures identified in the Mitigation and Monitoring Plan, and required as a condition of project approval, the project will not have a significant effect on the environment; approve the Environmental Assessment/Mitigated Negative Declaration; find that the project will have no adverse effect on wildlife resources; and authorize the Executive Director of the Community Development Commission to complete and file with the County Clerk a Certificate of Exemption for the project described above.

3. Find that the Environmental Assessment/Mitigated Negative Declaration reflects the independent judgment of the Commission, and instruct the Executive Director to file with the County Clerk a Notice of Determination, as required by CEQA; and instruct the Executive Director to take any and all actions necessary to complete the implementation of this environmental review action, for the project described above.

4. Approve and authorize the Executive Director to execute and administer a Disposition and Development Agreement (DDA) with Altadena Lincoln Crossing LLC (the Developer), presented in substantially final form, and all related documents, and for the disposition of the Commission-owned properties identified in Attachment B ("the properties"), for the amount of $3,267,000, to the Developer to provide for Phase I of the project described above, to be effective following approval as to form by County Counsel and execution by all parties; and authorize the Executive Director to incorporate $3,267,000 into the 2005-2006 Fiscal Year budget, as needed, and include in future budget years through the annual budget process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve a DDA between the Commission and the Developer for commercial and residential development in the WACRP area.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Developer will finance construction and related costs. The properties will be sold to the Developer for $3,267,000. The Commission will use the sales proceeds received from the Developer for uses consistent with the West Altadena Redevelopment Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On August 12, 1986, the Board of Supervisors adopted the Redevelopment Plan and subsequent amendments for the 80-acre WACRP area. The Redevelopment Plan calls for planned orderly growth of the WACRP area, including: removal of slum and blight; redevelopment and rehabilitation of existing lots and structures; development of commercial/retail space and business parks; and development of affordable housing in designated areas.

In July and August 2001, the Commission convened town hall meetings to receive community input on future development of the WACRP area. In May 2002, pursuant to the community's wishes to develop a supermarket and quality retail and office space along Lincoln Avenue, the Commission issued a Request for Proposals.

On January 13, 2003, based on evaluation of the proposals submitted and the presentations by developers, the West Altadena Project Area Committee (WAPAC) selected three finalists. On February 24, 2003, the WAPAC rated the proposals and recommended the proposal submitted by Lincoln Avenue Redevelopment, LLC (LAR) based on its strong compatibility with the community's visioning process, past experience, and the ability to bring a supermarket to the area.

On August 8, 2003, your Board authorized the Executive Director to enter into an Agreement to Negotiate Exclusively (ANE) with LAR to negotiate a DDA for development of the project. LAR was comprised of Northwest Pasadena Development Corporation (NPDC) and the West Altadena Development Corporation (WADC). Dorn-Platz and Company was selected as the site developer for the project.

In November 2004, NPDC formally withdrew from LAR. NPDC and WADC notified the WAPAC and the Commission of the withdrawal, in accordance with the ANE. WADC acquired all right, title, and interest in and to the ANE. Altadena Lincoln Crossing, LLC (Developer) was then formed between WADC and Dorn-Platz and Company, as approved by the Commission. The Commission and the Developer proceeded with

negotiation of a DDA. Negotiations of the DDA concluded on January 26, 2005, and on February 14, 2005, the WAPAC approved the DDA.

The properties consist of approximately five acres and will comprise the Phase I of the development. This phase, in approximate square footage, consists of: a 37,500 square-foot supermarket, an 25,500 square-foot retail building, a 37,000 square-foot first class sports club and a related parking structure, and a 9,625 square-foot residential loft housing containing seven units.

Subsequent phases, Attachment C, of the development are in the planning stages and may include, among other buildings, in approximate square footage: a 30,000 square-foot technology school/office building, a 6,000 square-foot restaurant, 9,525 square feet of loft housing, an 18-unit condominium or townhouse complex, other residential, retail, office and commercial developments, and all affordable housing units required by the Redevelopment Plan and applicable law, as outlined in the DDA.

The Commission may also acquire properties that are located in future phase development areas as properties become available. According to the terms of the DDA, the Developer will fully reimburse the Commission for any acquisition costs within the development site. The 22.6-acre development site, Attachment C-1, is located on the east and west sides of Lincoln Avenue, between Woodbury Road on the south to Figueroa Street on the north, and the west side of North Olive Avenue, between Crosby Street on the south to Figueroa Street on the north, in the WACRP area.

The full development is a multi-phase endeavor with an approximate seven-year development period. Therefore, the Commission will need to seek future approval by your Board to amend the DDA to modify the schedule of performance, as needed, and to incorporate future phase development components, pro forma and schedules, as needed, in compliance with Commission and community goals and objectives for the area, in accordance with the WACRP area Redevelopment Plan.

Section 33433 of the Health and Safety Code of California Community Redevelopment Law, requires the Board of Supervisors, after a public hearing, approve a Resolution finding that the sale price for the properties is not less than the fair reuse value, that the conveyance of the property will assist in the elimination of blight, and approving the sale of the properties.

The Commission's financial consultant, pursuant to Section 33433, has prepared the attached Summary Report, Attachment D, which estimates the reuse value of the properties at approximately $3,250,000. The sale price for the properties is $3,267,000; therefore, the sale price is consistent with the reuse value.

The project will improve the elimination of blighting influences through site clearance, the assemblage of the site with new structures, encouraging diversification of the local

commercial and residential base, and providing future job opportunities. Based on the projected uses, it is estimated that Phase I of the development will generate up to an estimated 250 full and part-time jobs, creating new employment opportunities for local community residents.

The Commission may sell the properties identified in Attachment B only after a public hearing. In accordance with Sections 33431 and 33433, notice of the public hearing was published once a week for two weeks in a newspaper of general circulation of the County of Los Angeles, prior to the public hearing.

During the term of the DDA, the Developer shall comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the WACRP area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.

County Counsel has approved the Resolution as to form. Special counsel, Brown, Winfield & Canzoneri, LLP, with the assistance of County Counsel, negotiated the attached DDA with the Developer, which has been reviewed and approved by the WAPAC and is being submitted to your Board for approval.

ENVIRONMENTAL DOCUMENTATION

An Environmental Assessment was prepared for the project pursuant to the requirements of the National Environmental Policy Act of 1969 (NEPA). This document describes the proposed project, evaluates the potential environmental effects, and describes the mitigation measures necessary to avoid potentially significant environmental effects from the project. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was adopted by the County of Los Angeles on June 20, 1995. Following the required public and agency comment period, the U.S. Department of Housing and Urban Development issued a Release of Funds for the project on July 28, 1995.

Consistent with the provisions of the CEQA Guidelines, Article 14, Section 15221, notice was provided to the public that the Environmental Assessment and the Addendum to the Environmental Assessment, used in place of an Initial Study, would be used to satisfy CEQA requirements. The Environmental Assessment and Addendum/Mitigated Negative Declaration, Attachment E, was circulated for public review as required by state and local law, and the Environmental Assessment and Addendum/Mitigated Negative Declaration, in conjunction with the Mitigation and Monitoring Plan, Attachment F, meets the requirements of CEQA.

Approval of the Environmental Assessment and Addendum/Mitigated Negative Declaration, including the Mitigation and Monitoring Plan, and filing a Notice of Determination with the County Clerk will satisfy CEQA requirements. A fee must be paid to the State Department of Fish and Game when certain notices required by CEQA are filed with the County Clerk. The Commission is exempt from paying this fee when your Board finds that the project will have no significant impact on wildlife resources. The project is located in an urban setting, and the Environmental Assessment and Addendum/Mitigated Negative Declaration concludes there will be no adverse effect on wildlife resources.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office located at 2 Coral Circle, Monterey Park.

Only Phase I of this development for residential and commercial development along the east side of Lincoln Avenue between Woodbury Road and Crosby Street has environmental clearance. Future phases of the development must be reviewed and receive environmental clearance in accordance with CEQA Guidelines and NEPA regulations at the appropriate time.

IMPACT ON CURRENT PROJECT:

The DDA will bring needed commercial and residential development and increase employment opportunities to the WACRP area in accordance with the Redevelopment Plan.

Respectfully submitted,

Bobbette A. Glover
for CARLOS JACKSON
Executive Director

Attachments: 8

DISPOSITION AND DEVELOPMENT AGREEMENT

Dated March ___, 2005

Between

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

And

ALTADENA LINCOLN CROSSING LLC,
a Delaware limited liability company

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DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the _____ day of March, 2005, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (the "Commission") and ALTADENA LINCOLN CROSSING LLC, a Delaware limited liability company (the "Developer"). The Commission and the Developer agree as follows:

I. [§100] SUBJECT OF AGREEMENT

A. [§101] Purpose of this Agreement

The purpose of this Agreement is to effectuate the Redevelopment Plan (as defined in Section 102) for the West Altadena Community Redevelopment Project Area (the "Project Area") by providing for the disposition and development of the Site (as defined in Section 104) included within the boundaries of the Project Area. The purpose of this Agreement is also to implement the vision for the redevelopment of the Project Area contained in the West Altadena Community Redevelopment Project Emerging Planning and Design Principles and Guidelines prepared by Moore, Iacofano, Goltsman, Inc., dated September 24, 2001 (the "MIG Report"). Pursuant to the terms and conditions of this Agreement, which shall constitute a "development agreement" for purposes of California law, Developer will improve the Phase 1 Site with a an approximately 37,500 square foot supermarket, an approximately 25,500 square foot retail building, an approximately 37,000 square foot first class sports club and a related parking structure, and an approximately 9,625 square foot residential apartment building containing seven units. Subsequent Phases of the Site shall include, among other buildings, an approximately 30,000 square foot tech school/office building, an approximately 6,000 square foot restaurant, an approximately 9,525 square foot loft housing, 18-unit condominium or townhouse complex, and other residential, retail, office and other commercial developments, and all affordable housing units required by the Redevelopment Plan and applicable law for new residential units, all in accordance with this Agreement.

The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the County of Los Angeles (the "County"), and the health, safety, morals, and welfare of its residents (especially the community within or surrounding the Project Area), and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

By (a) removing dilapidated and deteriorated buildings in the Project Area and replacing them with new structures that meet all current code requirements, including, without limitation, seismic safety standards, (b) improving public facilities, (c) creating new temporary and permanent employment opportunities in the Project Area, (d) generating additional property tax increment with which, among other things, to improve, increase and preserve the supply of affordable housing in the community, and (e) generating additional sales tax with which County may promote the general welfare, the Project will eliminate blight within the Project Area.

B. [§102] The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan for the West Altadena Community Redevelopment Project Area which was approved and adopted on August 12, 1986, by the Board of Supervisors of the County of Los Angeles by Ordinance No. 86-0136, as amended by Ordinance No. 98-0044 approved and adopted by the Board of Supervisors of the County of Los Angeles on August 11, 1998, as further amended (the "Redevelopment Plan"). The Redevelopment Plan, as it now exists and as it may be subsequently amended pursuant to Section 701 hereof, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. [§103] The Project Area

The Project Area is located in the unincorporated area of the County of Los Angeles (commonly known as West Altadena), California, and the exact boundaries thereof are specifically described in the Redevelopment Plan.

D. [§104] The Site

The "Site" will be that portion of the Project Area shown on the Map of the Site (Attachment No. 1) located on the east and west sides of Lincoln Avenue between Woodbury Road and Figueroa Drive, the west side of North Olive Avenue between Crosby Street and Figueroa Drive, and the northeast and northwest corners of Figueroa Drive and Lincoln Avenue, in the Project Area of the County and is more particularly described in the Legal Description of the Site (Attachment No. 2). Certain portions of the Site are currently owned by the Commission.

The portions of the Site currently owned by the Commission are legally described on Attachment No. 3 and referred to herein as the "Commission Parcels." The portions of the Site currently owned by third parties are referred to herein as the "Remaining Parcels."

The "Phase 1 Site" shall mean the portion of the Site located on the east side of Lincoln Avenue between Woodbury Road and Crosby Street in the Project Area as shown on the Map of the Site (Attachment No. 1).

The "Phase 2 Site" shall mean the portion of the Site located on the west side of Lincoln Avenue between Woodbury Road and Crosby Street in the Project Area as shown on the Map of the Site (Attachment No. 1).

The "Phase 3 Site" shall mean the portion of the Site located on the west side of Lincoln Avenue between Crosby Street and Figueroa Drive in the Project Area as shown on the Map of the Site (Attachment No. 1).

The "Phase 4 Site" shall mean the portion of the Site located on the east side of Lincoln Avenue between Crosby Street and Figueroa Drive in the Project Area as shown on the Map of the Site (Attachment No. 1).

The "Phase 5 Site" shall mean the portion of the Site located on the west side of North Olive Avenue between Crosby Street and Figueroa Drive and the northeast and northwest corners of Lincoln Avenue and Figueroa Drive in the Project Area as shown on the Map of the Site (Attachment No. 1).

The terms "Phase" and "Phases" used herein shall refer to one or more of the Phase 1 Site, Phase 2 Site, Phase 3 Site, the Phase 4 Site and Phase 5 Site, as the context may require.

E. [§105] Parties to this Agreement

1. [§105.1] The Commission

The Commission is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.). The office of the Commission is located at 2 Coral Circle, Monterey Park, California 91755. "Commission", as used in this Agreement, includes the Community Development Commission of the County of Los Angeles and any assignee of or successor to its rights, powers, and responsibilities and includes all respective officials, officers, employees and authorized representatives of the Commission.

2. [§105.2] The Developer

The Developer is Altadena Lincoln Crossing LLC, a Delaware limited liability company. The principal office of the Developer, for the purposes of this Agreement, is located at c/o DPP Altadena LLC, 344 North Central Avenue, Glendale, California 91203. Wherever term "Developer" is used herein, such term shall include any permitted nominee, assignee, or successor in interest to the original Developer's rights, title and interests under this Agreement. One of the members of Developer is The West Altadena Development Corporation ("WADC").

The qualifications and identity of the Developer and of the Project team (as referenced in Section 304 below) are of particular concern to the County and the Commission, and it is because of such qualifications and identity that the Commission has entered into this Agreement with the Developer. Except as expressly provided in Section 108 below, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement without the prior written approval of the Commission, which approval shall be granted or withheld in the Commission's sole discretion. If Developer "Assigns" (as defined in Section 108 below) any interest in Developer prior to the "Covenant Release Date" for a Phase, then the Commission may deliver written notice of such improper Assignment to Developer. If Developer does not cure such breach within 20 days of receipt of such notice, thereafter

the Commission may elect to terminate this Agreement by delivering written notice of such termination to Developer.

The Developer shall not assign all or any part of this Agreement, except as expressly permitted by this Agreement, without the prior written approval of the Commission, which approval shall be granted or withheld in the Commission's sole discretion.

Without limiting any of the foregoing, the parties hereto acknowledge that: (i) the Commission and Lincoln Avenue Redevelopment, LLC ("LAR"), previously entered into that certain Agreement to Negotiate Exclusively dated August 8, 2003 ("ANE"), for the purpose of negotiating and entering into this Agreement; (ii) the Commission and Developer have completed said negotiations and this Agreement constitutes fulfillment of the stated goals of the ANE; (iii) LAR was owned by Northwest Pasadena Development Corporation ("NPDC") and WADC; (iv) WADC and NPDC have entered into that certain Membership Interest Purchase Agreement dated November 12, 2004, pursuant to which WADC has acquired all right, title and interest of NPDC in and to LAR; and (v) WADC is now a member of Developer and has caused LAR to assign to Developer all of LAR's right, title and interest in and to the ANE and Developer has accepted and assumed all of LAR's rights and obligations in, to and under the ANE, with the Commission's written approval.

F. [§107] Early Access Agreement

The Commission and the Developer have executed that certain Early Access Agreement that has provided the Developer access to certain portions of the Phase 1 Site to commence preliminary work for the Project. The Early Access Agreement shall remain in effect until the earlier of (a) the date on which fee title to the Phase 1 Site is conveyed to Developer under this Agreement and (b) termination of this Agreement, at which time the Early Access Agreement shall terminate according to its terms.

G. §108 Prohibition against Change in Ownership Management and Control of Developer

The Developer represents and agrees that upon the conveyance of any interest in the Site to the Developer (and in addition to Developer's other undertakings pursuant to this Agreement) the Site will be used for the purpose of redevelopment of the Site and not for speculation in land holding. The Developer further recognizes that, in view of

(a) the importance of the redevelopment of the Site to the general welfare of the community;

(b) the public aids that have been made available by law and by the government for the purpose of making such redevelopment possible; and

(c) the fact that a change in ownership or control of the Developer or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of the property then owned by the Developer.

For the reasons cited above, the Developer represents and agrees that prior to the Covenant Release Date (defined below) the Developer shall not "Assign" (as defined below) any interest in Developer without the prior written approval of the Commission, which approval may be granted or withheld in the Commission's sole discretion.

"Assign" means (a) any direct or indirect assignment, hypothecation, encumbrance, or other transfer of all or any part of either Developer's rights or interest in this Agreement, (b) the addition, removal or replacement of one or more general partners in a Developer if a Developer is a limited partnership, except for additions, removals and replacements that do not constitute a "Change of Control" (defined below) and that result from (i) the death, insolvency or incapacity of any such general partner, (ii) a vote of the limited partners or the general partners, or (iii) the acquisition of the interest of one general partner of the interests in the partnership by another general partner; (c) the addition, removal or replacement of one or more managing members in a Developer if a Developer is a limited liability company, except for additions, removals and replacements that do not constitute a Change of Control and that

result from (i) the death, insolvency or incapacity of any such managing member, (ii) a vote of the members, or (iii) the acquisition of the interest of one member of the interests in the limited liability entity by another member; (d) any sale, assignment, or transfer of fifty-percent (50%) or more of the "beneficial ownership interests" (defined below) in Developer (except for investments by third parties in Developer (or its constituent partners, members or shareholders) that results in the increase in the equity capital of Developer (or its constituent partners, members or shareholders) and that does not result in a Change of Control), or (e) any Change of Control.

For purposes of this Agreement, "beneficial ownership interest" of a Developer shall mean and refer to the ultimate direct or indirect ownership interests in such Developer, regardless of the form of ownership and regardless of whether such interests are owned directly or indirectly, or through one or more layers of constituent partnerships, corporations, limited liability companies or trusts.

"Change of Control" means a transaction whereby the transferee acquires a beneficial ownership interest in Developer such that after such transaction there is a change in the identity of the person or entity that has the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract or otherwise.

The Developer shall promptly notify the Commission of any and all Assignments of which it or any of its officers have been notified or otherwise have knowledge or information.

The restrictions of this Section 108 shall terminate with respect to each Phase upon the Covenant Release Date for such Phase.

Notwithstanding anything to the contrary in the foregoing, the Commission acknowledges that pursuant to the terms of the operating agreement of Altadena Lincoln Crossing LLC, if Developer does not elect to proceed with each Phase of the Project within certain time periods, WADC has the option to require that Developer convey to WADC all of its remaining rights under this Agreement to develop the then undeveloped Phases of the Project. If WADC exercises its option to acquire such development rights, the Commission hereby agrees to such

assignment of rights; provided that (i) the Commission reasonably approve (A) the proposed new developer for the then undeveloped Phases of the Project, and (B) such proposed developer shall have the requisite experience and financial ability to develop the undeveloped Phases of the Project, and (ii) WADC will have a beneficial ownership interest in the proposed new developer.

G. [§109] Definitions

1. [§110] County

The term "County" shall mean the "County of Los Angeles" and includes all of the respective officials, officers, employees, commissioners and supervisors of the County.

2. [§111] Commission Representatives

The term "Commission Representatives" shall mean and includes all of the respective predecessors, successors, assignees, agents, officials, employees, members independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, supervisors, and commissioners, of the Commission.

3. [§112] County Representatives

"County Representatives" shall mean and include all of the duly authorized respective predecessors, successors, assignees, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, supervisors, board members, and commissioners, of the County.

4. [§113] Covenant Release Date

"Covenant Release Date" shall mean, with respect to each Phase, the date which is four (4) years after the Certificate of Completion is issued for substantially all of the initial improvements for that Phase in accordance with Section 328 below.

5. [§114] Scope of Development

"Scope of Development" for each Phase shall mean and include all work for such Phase as identified on Attachment No. 4 to this Agreement. The Scope of Development shall be deemed to incorporate the Site improvements for each Phase shown on those certain concept drawings prepared by Eric Lloyd Wright & Associates dated January ___, 2005 (Sheets __ through ___), as such drawings are refined into final construction drawings approved by the Commission pursuant to this Agreement. As the Project is to be developed in Phases, the projected phasing and the deadline for the final completion of each Phase shall be detailed in the Scope of Development and the Schedule of Performance. The Commission and Developer hereby agree and acknowledge that the exact scope and nature of the Phases have not yet been determined and that the Commission shall have the sole and absolute discretion to grant, withhold or condition any changes requested by Developer with respect thereto (including without limitation, size, location and intended use of any Site improvements and any proposed tenants therefor) so long as such change is consistent with the Redevelopment Plan and Section 101 of this Agreement. Without limiting the foregoing, Developer hereby acknowledges and agrees that the Commission shall have the right, in its discretion, to require (and/or change its previous requirements of) affordable housing as part of any Phase other than Phase 1. Any such requirements or changes thereto (including any amendments to this Agreement to provide for the parties' rights and obligations with respect to same) shall be subject to the Developer's and the Commission's mutual agreement and such agreement shall be a mutual condition precedent to the Close of Escrow for such Phase under Section 217 of this Agreement.

6. [§115] <u>Developer Representatives</u>

"Developer Representatives" shall mean and include all of the respective successors, assignees, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, and staff of Developer that are duly authorized to act on behalf of the Developer.

7. [§116] <u>Encumbrances</u>

"Encumbrances" shall mean and include any mortgage, trust deed, encumbrance, lien or other mode of financing real

estate construction and development, including a sale and lease back.

8. [§117] Governmental Restrictions

"Governmental Restrictions" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, writs, injunctions, orders, decrees, rulings, conditions of approval, authorizations or income restrictions for income qualified households, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision, including without limitation all applicable federal and state labor standards.

9. [§118] Losses and Liabilities

"Losses and Liabilities" shall mean and include all claims, causes of action, liabilities, losses, damages, injuries, expenses (including, without limitation, attorneys' fees and court costs), charges, penalties or costs of whatsoever character, nature and kind, whether to property or to a person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent.

10. [§119] Construction Documents

"Construction Documents" means all documents, as approved by the Commission pursuant to this Agreement, necessary to construct any Phase of the Project including but not limited to plans, standard drawings, details, technical specifications, construction contract, schedules, addenda, modifications, reference standards, calculations, reports, cost estimates, value engineering studies, constructability reviews, and related documents including assignments thereof under Section 318 below.

11. [§120] CEQA/NEPA

"CEQA/NEPA Review" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000, et seq., and the National Environmental Policy Act ("NEPA"), 42 U.S.C. 4321 et seq., and the Department of Housing and Urban Development's NEPA

Regulations, 24 CFR Part 58, and other applicable California or federal law or regulation.

12. [§121] Project

"Project" shall mean the development to be undertaken on the Site by the Developer in accordance with this Agreement.

13. [§122] Off-Site Improvements

"Off-Site Improvements" are those improvements required to be constructed on or within the public right-of-way, outside the property line(s) of the Site. Off-Site improvements are the responsibility of the Developer and are identified in the Scope of Development, Attachment No. 4.

14. [§123] Qualified Financial Institution

"Qualified Financial Institution" shall mean a bank, savings bank, pension fund, insurance company or other institutional entity which is duly established and engages in the business of financing developments of the size and type of the development contemplated hereunder and which, in the determination of the Commission, has a sufficient net worth, liquidity position and credit rating to meet the contemplated financing commitment.

15. [§124] Transfer/Transferee/Transferor

"Transfer" shall mean and include any transfer, conveyance, sale, assignment, lease, sublease, license, franchise, concession, operating agreement, gift, hypothecation, mortgage, pledge or encumbrance, or the like to or with any person or entity receiving a Transfer ("Transferee"). "Transferor" as used herein shall mean and include the person or entity making a Transfer.

16. [§125] Unavoidable Delay

"Unavoidable Delay" shall mean war; insurrection; acts of terrorism; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure

necessary labor, materials, or tools; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Commission or County shall not excuse performance by the Commission or County) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Unavoidable Delay shall not include delays caused by Developer's lack of, or inability to obtain, funds necessary to complete the Developer's work.

Any defined term used in the plural in this Agreement shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

Any accounting term used and not specifically defined in this Agreement shall be construed in conformity with, and all financial data required to be submitted under this Agreement shall be prepared in conformity with, generally accepted accounting principles applied on a consistent basis or in accordance with such other principles or methods as are reasonably acceptable to the Commission.

References herein to Articles, Sections, Attachments and Exhibits shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The terms "including" and "include" mean "including (include) without limitation".

All Attachments, Exhibits, Schedules and other attachments to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

II. [§200] ASSEMBLY AND DISPOSITION OF THE SITE

A1. [§201.1] Status and Sale

The Remaining Parcels are currently owned by third parties. The Commission may, in its sole and absolute discretion, decide to acquire the Remaining Parcels by voluntary negotiation with the property owners or to consider exercising its power of eminent domain. The Commission expressly reserves the right, and hereby agrees, to substantially comply with all applicable laws in connection with any exercise or potential exercise of

the power of eminent domain.

If (a) the Developer has delivered to the Commission an "Acquisition Notice" (as defined in Section 201.2 below) for a Phase, (b) the Developer has not caused an Event of Default that is then continuing, and (c) subject to all the terms, covenants and conditions of this Agreement, the Commission agrees to sell, or cause the sale of, the parcels that constitute such Phase to the Developer, the Developer agrees to purchase the Parcels that constitute such Phase for development hereunder. Each Phase of the Site shall be conveyed to Developer in accordance with the Schedule of Performance (Attachment No. 5). The parties acknowledge that the Community Redevelopment Law requires that each Phase of the Site conveyed by the Commission to Developer hereunder shall be conveyed subject to the covenants and restrictions required and/or permitted under Health & Safety Code § 33435, § 33436, § 33437, § 33437.5, and § 33439 and in such form as is the Commission's standard and practice to utilize at such time.

The purchase price for the parcels comprising Phase 1 shall be Fifteen and 00/100 Dollars ($15.00) per square foot. The purchase price for the Commission Parcels comprising the other Phases shall be equal to the fair market value based upon the appraisal prepared for such Phase. The purchase price for the Remaining Parcels comprising the other Phases shall be equal to the Acquisition Costs (as defined below in this Section 201). The term "Purchase Price" as used herein shall refer to the purchase price provided herein applicable to the parcel or parcels as the context may require.

"Acquisition Costs" shall mean (with respect to all Phases except Phase 1) the actual costs, expenses, and charges which have been approved by Developer pursuant to Section 201.2 and which are reasonably necessary to incur in order for the Commission to accomplish the acquisition of the Remaining Parcels (other than the Developer Parcels defined in the paragraph immediately set forth below) hereunder. The Acquisition Costs may include, but are not limited to, the purchase price of the parcels (which will not be less than the fair market value of the parcels as established in a Commission certified appraisal of the fair market value of the parcels), the cost of such appraisal and updates thereto, closing costs, escrow fees, recording fees, the cost of preliminary title reports and updates thereto, the premium for a CLTA policy of

title insurance for each parcel in the nominal amount of its purchase price, the cost of any necessary studies and inspections, all attorneys fees incurred by the Commission, all real estate services consultant fees incurred by the Commission, transfer taxes, and any other cost, expense, or charge related to the acquisition of the Remaining Parcels (including without limitation, any relocation assistance described in Section 201.4).

Notwithstanding any provision to the contrary contained herein, Developer agrees and acknowledges that if a temporary alley is required in connection with the development of Phase 1, Developer, at its sole cost and expense, shall be responsible for directly acquiring from the property owners the Phase 1 Remaining Parcel located 362 Crosby Street and those Phase 1 Remaining Parcels located on the west side of Lincoln Avenue between Woodbury Road and Crosby Street within the Site, more particularly described in Attachment No. 6 (collectively, the "Developer Parcels"). Any references to the Remaining Parcels under this Article II, to the extent such references involve any obligation on the part of the Commission, shall be deemed to exclude the Developer Parcels.

A2. [§201.2] Remaining Parcels If Developer desires to acquire the Remaining Parcels in a Phase, Developer shall prepare a written notice (an "Acquisition Notice") for the Commission containing the following (a) proposed Basic Concept Drawings for such Phase, (b) a pro forma cost estimate for the development of such Phase, (c) a market study of the proposed uses for such Phase, and (d) what effect, if any, that the development of such Phase would have on the development of subsequent Phases. At such time, and from time to time, that Developer delivers an Acquisition Notice to the Commission to acquire the Remaining Parcels in a Phase, the Commission may, in its sole discretion and so long as the Acquisition Conditions (as defined below in this Section 201.2) are satisfied, negotiate and enter into purchase agreements (each of which is hereinafter referred to as a "Purchase Agreement" and collectively as the "Purchase Agreements") to acquire the fee interest in one or more of the Remaining Parcels constituting the Phase to which the Acquisition Notice applies, for an amount not less than the fair market value of each parcel as established by a Commission certified fair market value appraisal and for amounts which, in the aggregate, do not exceed the approved acquisition amounts set forth in the Acquisition

Notice. Developer shall be entitled to review and approve any material terms of said Purchase Agreements prior to its execution by the Commission, such approval not to be unreasonably withheld. In the event Developer does not deliver to the Commission a written notice of disapproval within ten (10) business days after Developer's receipt of a Purchase Agreement, such Purchase Agreement shall be deemed approved.

As used herein, "Acquisition Conditions" shall mean with respect to any Phase, the following: (i) completion of the CEQA/NEPA Review for such Phase; and (ii) No Event of Default has occurred and is then continuing.

Without limiting the foregoing, if Developer has delivered an Acquisition Notice for a Phase, the Commission may decide, in its sole discretion, to take steps under applicable California eminent domain law to notice and hold a public hearing to consider the adoption of a resolution of necessity to acquire, by exercise of its power of eminent domain, any of the Remaining Parcels in such Phase (hereinafter referred to as an "Open Interest" and collectively as the "Open Interests"). Nothing contained herein shall be construed to mean that the Commission is agreeing or has agreed to exercise the power of eminent domain, which power the Commission may decide, in its sole discretion, to exercise only after the Commission has determined, pursuant to law, that there is substantial evidence of the following:

(i) the public interest and necessity require development of the Project as herein provided;

(ii) the Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

(iii) the Remaining Parcel is necessary for the development of the Phase; and

(iv) that either the offer required by Section 7267.2 of the California Government Code has been made to the owner or owners of record, or the offer has not been made because the owner or owners cannot be located with reasonable diligence.

If the Commission adopts a resolution of necessity with

respect to the Open Interests for a Phase, the Commission may file and pursue an eminent domain action with respect to each and every Open Interest within the applicable time set forth in the Schedule of Performance. If the Commission exercises its power of eminent domain to acquire any Open Interest, the Commission agrees to exercise good faith diligence to obtain a judicial order or orders authorizing the Commission to take possession of such Open Interest prior to the final order of condemnation (hereinafter "Order of Prejudgment Possession"). Developer acknowledges and agrees that the Commission shall be under no obligation to acquire any of the Remaining Parcels notwithstanding the adoption of resolutions of necessity by the Commission for such acquisition where the Commission is unable, despite its good faith efforts, to establish its legal right to take such interests.

If the Commission fails to adopt a resolution of necessity with respect to the Open Interests for a Phase within the time set forth in the Schedule of Performance, the Developer may elect to terminate this Agreement. If Developer delivers written notice to the Commission stating that Developer elects to terminate this Agreement pursuant to this Section 201.2, then within thirty (30) days after receipt by the Commission of the notice of termination, as Developer's sole and exclusive remedy for the Commission's failure to adopt the Resolution of Necessity, (i) the Developer shall be entitled to receive the "Incremental Property Tax" (as defined in Section 201.6 below) payments resulting from property taxes payable by the owner of all Phases that have been completed prior to the date of termination until all such Incremental Property Tax payments the aggregate equal the following amount (the "Reimbursement Amount"): (i) fifty percent (50%) multiplied by (ii) the following: (A) all actual out-of-pocket Costs incurred by Developer in connection with the design, development, planning, leasing and all other pre-acquisition costs for the Phase that resulted in the termination (including without limitation all Acquisition Costs paid by the Developer to the Commission for such Phase), and (B) interest on the amounts in clause (A) above at the rate of six percent (6.0%) per annum calculated from the date each such cost is incurred by the Developer until the date the Reimbursement Amount is fully paid by the Commission pursuant to Section 201.6.

A3. [§201.3] <u>Termination</u>

If the Developer delivers an Acquisition Notice for a Phase and if (a) the Commission does not enter into Purchase Agreements with each of the owners of the Remaining Parcels in such Phase within the time provided in the Schedule of Performance, and (b) the Commission does not obtain an Order of Prejudgment Possession for each and every Open Interest in such Phase by the deadline therefor set forth in the Schedule of Performance, then Developer shall have the right to terminate this Agreement by delivering written notice thereof to the Commission within thirty (30) business days after the last date for the foregoing in the Schedule of Performance. In the event of such termination, (A) Developer shall be responsible for the payment of any Administrative Costs (as defined in Section 201.5 below) and Pre-acquisition Costs (as defined below in this Section) theretofore paid by the Commission and remain outstanding, and the balance of the Deposit Accounts (as defined in Section 201.5 below), if any, shall be returned to Developer, and (B) neither party hereto shall have any further obligation to the other hereunder other than those which survive the termination of this Agreement.

As used herein, "Pre-acquisition Costs" shall mean the following costs, expenses, and charges which have been approved in writing by Developer and actually incurred by the Commission: (i) the cost of appraisal needed to establish a Commission certified fair market value, (ii) the cost of preliminary title reports and updates thereto, (iii) the cost of any necessary studies and inspections, (iv) attorneys' fees in connection with the pre-acquisition efforts of the Commission, and (v) real estate services consultant fees.

A4. [§201.4] Relocation Assistance

The parties acknowledge that the displacement of any person or business from the Site, as a result of the Project ("Displaced Person"), may require the Commission to provide assistance under the Relocation Assistance Act (Government Code § 7260 *et seq.*). The Commission shall administer all relocation obligations arising from the Project and hire a consultant to monitor and perform the Commission's obligations up to any amount required or supportable under the Relocation Assistance Act. The Commission shall at all times have complete authority and control over any and all negotiations and settlements with Displaced Persons and shall determine, in its sole discretion, the amount which is required to be paid or which it deems

reasonably necessary to be paid to any Displaced Person under the Relocation Assistance Act. The Commission shall obtain a full waiver and release of all claims for compensation by the Displaced Person as a condition of release of the funds.

A5. [§201.5] Developer's Deposits

Developer shall make the following deposits with the Commission.

(i) From time to time, Developer shall be required to deposit with the Commission certain amounts described below which the Commission shall place into o ne or more interest bearing accounts (collectively the "Deposit Accounts"), with accrued interest (if any) to be added to the Deposit Accounts. The Deposit Accounts shall each be subject to the general rules set forth in this Section. At any time after t he date of an Acquisition Notice, the Commission may make written requests to Developer for specified funds to be placed into a Deposit Account when the Commission determines, in its reasonable discretion, that the account balance is insufficient to cover current or reasonably anticipated future costs to be paid from the account with respect to the Phase identified in such Acquisition Notice; provided that the purchase price and closing costs for any Remaining Parcels to be purchased pursuant to Purchase Agreements shall not be paid by Developer until two (2) business days prior to the close of escrow under such Purchase Agreements. All such written requests shall contain a detailed description and itemized accounting of the costs incurred to date and costs to be incurred and shall be subject to Developer's reasonable approval. The Commission may withdraw funds from the Deposit Accounts in such amounts as necessary to pay any costs or expenses previously approved in writing by Developer. Any unexpended and uncommitted balance in the Deposit Accounts remaining after termination of this Agreement or the close of Escrow (as defined in Section 202) for all Phases (whichever occurs first) shall be returned to Developer after all of Developer's obligations hereun der have been satisfied. The Commission shall furnish to Developer, within thirty (30) days after written request by Developer, an accounting of all deposits and withdrawals from the Deposit Accounts, including a description (in reasonable detail) of the costs and expenses paid by the Commission, during the period being reported. Developer shall have the right to review all applicable records during the Commission's normal business

hours. Developer shall also have the right to make copies of such records, at Developer's expense, for off-site review.

(ii) Within five (5) days after the date of this Agreement, Developer shall deposit with the Commission $75,000 (the "Administrative Deposit"). Developer agrees that the Commission may withdraw and use fu nds from the Administrative Deposit for only the following purposes ("Administrative Costs"): (i) to pay consulting, drafting, legal and other reasonable expenses incurred by the Commission in preparing this Agreement, (ii) to retain a relocation consulta nt to monitor and administer the Commission's responsibilities under the Relocation Assistance Act (Gov. Code §7262 *et seq.*) with regard to the Site; (iii) such other reasonable and necessary expenses the Commission is required to incur with regard to (i) and (ii); and (iv) to pay for Pre -Acquisition Costs. Notwithstanding any provision to the contrary contained herein, Developer shall not have any obligation to make any further Administrative Deposit so long as there is at least $25,000 of unexpended bala nce in the Administrative Deposit.

(iii) Provided that this Agreement has not been terminated and after the Commission has either entered into a Purchase Agreement with respect to any of the Remaining Parcels, Developer shall deposit (each, an "Acquisitio n Deposit") into Escrow on or before the closing date for such escrow such additional sums as may reasonably be necessary to pay for the Acquisition Costs (other than the Pre -acquisition Costs) for such Remaining Parcels.

(iv) Provided that this Agreement has not been terminated and after the Commission has commenced an eminent domain action with respect to any of the Remaining Parcels, Developer shall deposit (each, an "Eminent Domain Deposit") with the court in which the eminent domain action has been fi led the amount required by such court for such eminent domain action to proceed.

A6. [§201.6] <u>Incremental Property Taxes</u>

If Developer is entitled to receive a Reimbursement Amount pursuant to Section 201.2, the Commission shall pay to Developer all "Incremental Property Taxes" (as defined below) received by the Commission until such time as the aggregate of all payments made by the Commission to Developer of Incremental Property

Taxes equals the Reimbursement Amount. Notwithstanding anything to the contrary in this Agreement, the Commission's obligation to pay Incremental Property Taxes to Developer shall, in any event, terminate on the date this Agreement terminates, whether or not the entire Reimbursement Amount has been paid to Developer.

"Incremental Property Taxes" means for each fiscal year of the property taxing authority, all Net Property Tax in excess of the Property Tax Increment Base.

"Net Property Tax" means that portion of the ad valorem real estate taxes and assessments, if any, levied upon taxable property on all Phases for which a Certificate of Completion has been delivered to the Developer by or for the benefit of the taxing agencies, which taxes are allocated and paid to, and actually received by, the Commission pursuant to California Health and Safety Code Section 33670, less any portion of the foregoing that the Commission is obligated by law, now or hereafter existing, to use for a specific purpose, including, without limitation, county administration fees, the Educational Revenue Augmentation Fund ("ERAF"), other pass-through payments required by legislation or agreements existing as of the date this Agreement is executed (if such agreements have been disclosed in writing to Developer), debt service payable by the Commission on bonds existing as of date this Agreement is executed, and the twenty percent (20%) thereof obligated to be used by the Commission for low-income and moderate-income housing pursuant to California Health and Safety Code Section 33334.6. Net Property Tax shall not include the following: (i) any taxes levied upon taxable personal property located anywhere on the Project and levied by, collected for or allocated to the State of California, the County of Los Angeles, a district or any other entity, (ii) any funds other than real property taxes paid, granted or allocated to the Commission by the State of California, the County of Los Angeles, a district or any other entity, notwithstanding that such funds received by the Commission are derived or measured by such other entity based upon taxes levied upon the Project, unless such funds are in substitution of such property tax, or (iii) any real property taxes levied upon taxable property on the Project by or for the benefit of the taxing agencies, which taxes are (A) allocated and paid to, and actually received by, the Commission, (B) approved after the date of this Agreement by a local taxing authority (e.g. a local school district, a junior college

district, or a sanitation district), and (C) but only to the extent such new taxes are calculated using a percentage of assessed value of the Project that exceeds the percentage used as of the date of this Agreement.

"Property Tax Increment Base" shall be the Net Property Tax, allocated and paid to the Commission from the entire Project, related to the 2003-2004 tax fiscal year. The Commission's obligation to make payments to the Developer under this Section 201.6 shall be limited to the amount of Incremental Property Taxes actually received by the Commission. The Commission may, in its sole and absolute discretion, also pay the Reimbursement Amount from any other legally available source. Nothing in this Agreement shall be construed to require the Commission to make any payments to Developer in any fiscal year in excess of the amount of Incremental Property Taxes actually received by the Commission.

B. [§202] Escrow

The Commission and the Developer agree within the time established in the Schedule of Performance (Attachment No. 5), to open a Site Purchase Escrow (the "Escrow") with Land America Title Insurance Company, 18551 Von Karman Ave, Suite 100, Irvine, California 92612, Attention: Kathleen Huntsman, Phone: (949) 223-5523, Fax: (949) 223-5572, e-mail: khuntsman@landam.com, as escrow agent (the "Escrow Agent"). This Section of this Agreement constitutes the escrow instructions of the Commission and the Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. The Commission and the Developer shall execute such additional escrow instructions as may be required by the Escrow Agent so long as such additional escrow instructions are consistent with this Agreement; provided however, that in the event of any conflict between such instructions and the terms of this Agreement, the terms of this Agreement shall prevail. The Escrow Agent is hereby empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section 202 in writing and delivering it to the Commission and to the Developer within five (5) days after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder.

At or prior to the close of Escrow for the applicable Commission Parcels and/or Remaining Parcels, the Developer shall

deposit or cause to be deposited with the Escrow Agent the Purchase Price for such parcels and any additional Acquisition Deposit that may be required to consummate such transaction.

Except as otherwise provided in this Section 202, the Developer shall also deposit or cause to be deposited in Escrow to the Escrow Agent, all fees, charges, and costs related to the purchase of the applicable Phase promptly after Escrow Agent has notified the Developer of the amount of such fees, charges, and costs, but not earlier than ten (10) days prior to the scheduled date for the close of Escrow, including but not limited to the following:

1. One-half of the Escrow fee; and

2. The portion of the premium for the title insurance policy and special endorsements to be paid by the Developer as set forth in Section 208 of this Agreement.

At or prior to the close of Escrow, the Commission (through its Executive Director or his designee under Section 607 below) shall execute, acknowledge, and deliver the Grant Deed conveying title to the applicable Commission Parcels and/or Remaining Parcels to the Developer in accordance with the requirements of Section 204 of this Agreement. In addition, Developer and the Commission shall execute and deposit with Escrow Agent for recordation at the Close of Escrow the Memorandum of DDA attached hereto as Attachment No. 7.

The Commission shall deposit or cause to be deposited in Escrow to the Escrow Agent the following fees, charges, and costs promptly after the Escrow Agent has notified the Commission of the amount of such fees, charges, and costs, but not earlier than ten (10) days prior to the scheduled date for the close of Escrow:

1. Costs necessary to remove from title any monetary liens recorded against any Commission Parcels;

2. One-half of the Escrow fee;

3. Cost of drawing the deed (with respect to any Commission Parcels only);

4. Recording fees (with respect to any Commission Parcels only);

5. Notary fees (with respect to any Commission Parcels only);

6. The portion of the premium for a C.L.T.A. standard title insurance policy to be paid by the Commission as set forth in Section 208 of this Agreement (with respect to any Commission Parcels only);

7. Ad valorem taxes, if any, upon the Commission Parcels for any time prior to conveyance of such title; and

8. Any State, County, or City documentary transfer tax (with respect to any Commission Parcels only).

The Escrow Agent is instructed to:

1. Pay and charge the Commission and the Developer, respectively, for any fees, charges, and costs payable under and in accordance with this Section 202 of this Agreement. Before such payments are made, the Escrow Agent shall notify the Commission and the Developer of the fees, charges, and costs necessary to clear title and to close the Escrow; and

2. Upon receipt of written instructions from the Commission and the Developer, date the Grant Deed as of the close of Escrow and record the Grant Deed and the Memorandum of DDA in the Official Records of Los Angeles County against the applicable Commission Parcels and/or Remaining Parcels. The Escrow Agent shall pay any transfer tax required by law. Any insurance policies relating to such parcels are not to be transferred.

3. Coordinate the Escrow with the Developer's construction loan closing, such that the land conveyed to the Developer is immediately pledged to secure the construction loan.

All funds received in the Escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent or by wire transfer if the party to receive such disbursement provides the Escrow Agent with written wire instructions, signed by such party. All adjustments shall be made on the basis of a 30-day month. Funds exceeding $10,000 or more that are held in Escrow for more than 24 hours shall be held in an interest-bearing account, with interest accruing to the party that deposited the funds.

If all of the conditions in Sections 216, 217 and 218 below have been satisfied or waived and thereafter the Escrow for any Phase is not in condition to close before the time for conveyance established in Section 203 of this Agreement, either party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, elect to terminate this Agreement in the manner set forth in Section 510 or 511 hereof, as the case may be, and demand the return of its money, papers, and documents. If neither the Commission nor the Developer shall have fully performed the acts to be performed before the time of conveyance established in Section 203, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10-day period, the Escrow Agent is authorized to hold all money, papers, and documents with respect to the applicable Commission Parcels and/or Remaining Parcels until instructed in writing by both the Commission and the Developer or unless otherwise ordered by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 202 shall be construed to impair or affect the rights or obligations of the Commission or the Developer to specific performance.

Any amendment of these escrow instructions shall be in writing and signed by both the Commission and Developer. At the time of any amendment to these escrow instructions, the Escrow Agent shall agree to carry out its duties as Escrow Agent under

such amendment, which agreement shall be evidenced by the execution thereof by the Escrow Agent.

All communications from the Escrow Agent to the Commission or Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands, and communications between the Commission and Developer.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 202 to 210, inclusive, of this Agreement.

C. [§203] Conveyance of Title and Delivery of Possession

Provided that no Event of Default has occurred and is continuing, and provided further that all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the applicable Commission Parcels and/or Remaining Parcels shall be completed on or prior to the date specified in the Schedule of Performance (Attachment No. 5), as the same may be modified with respect to future Phases.

Possession of such parcels shall be delivered to the Developer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 213 of this Agreement. The Developer shall accept title and possession of such parcels in accordance with the time established in the Schedule of Performance (Attachment No. 5) and the provisions of this Agreement, and subject to the conditions of closing as set forth in this Agreement. Developer shall cause the deed of trust securing its construction loan to be recorded immediately upon obtaining title to the applicable portion of the Site.

D. [§204] Form of Deed

The Commission shall by the Grant Deed (Attachment No. 8), convey to the Developer title to the applicable Commission Parcels and/or Remaining Parcels in the condition provided in Section 205 of this Agreement.

In accordance with and subject to all of the terms,

covenants and conditions of this Agreement, on the Close of Escrow, the Commission shall convey by grant deed to Developer all of the Parcels that constitute a Phase in such configuration as Developer shall determine, all in accordance with California Government Code Section 66410 et seq. and, in particular, pursuant to the exemption to the requirements for a parcel map contained in California Government Code Section 66428(a)(2).

If any Immediate Orders of Possession are issued for "Open Interests" which are then conveyed from the Commission to the Developer in a Phase pursuant to the Grant Deed, then as an inducement to the Title Company to insure fee title on only the strength of one or more orders of prejudgment possession, the Commission shall (subject to the conditions set forth immediately below) represent and warrant to the Title Company that the Commission will not abandon the subject eminent domain proceedings, and will diligently prosecute the eminent domain proceedings to completion. The Commission's obligation to make such representation and warranty shall be subject to Developer reconfirming in writing its liability for all Acquisition Costs for such Phase, foreseen or unforeseen, and its obligation pursuant to Section 201 above to reimburse the Commission for the Acquisition Costs.

E. [§205] Condition of Title

The Commission shall convey to the Developer, and the Developer shall accept from the Commission, title to applicable the Commission Parcels and/or the Remaining Parcels subject to (i) the terms, conditions and provisions set forth in the Grant Deed, and (ii) all recorded easements, encumbrances, covenants, assessments, leases, taxes and other title matters (the "Title Matters") excluding pre-existing monetary liens. As used in this Section 205, the term "pre-existing monetary liens" shall mean mortgages, deeds of trust, security agreements, delinquent taxes, construction or mechanics' liens, or other monetary liens or charges on such parcels arising prior to the close of Escrow through no fault or action of the Developer.

With respect to Phase 1, the Developer shall have a period of 90 days commencing on the date of this Agreement to obtain such title reports, investigations and surveys as the Developer may require in order to identify and evaluate the Title Matters related to Phase 1. With respect to any Phase other than Phase 1, Developer shall have a period of 90 days commencing on

the date of Developer's Acquisition Notice for such Phase to obtain such title reports, investigations and surveys as Developer may require in order to identify and evaluate the Title Matters related to such Phase. Within the applicable 90-day period, Developer may elect to terminate this Agreement by giving written notice of termination to the Commission. Except for pre-existing monetary liens, which the Commission shall be obligated to remove on or before the close of Escrow, Developer shall be conclusively deemed to have approved any and all Title Matters unless Developer terminates this Agreement by written notice given to the Commission within the applicable 90-day period.

Prior to the close of Escrow with respect to any Commission Parcels, the Commission shall reasonably cooperate (at Developer's expense, except for pre-existing monetary liens) with Developer in removing or obtaining title insurance coverage for any Title Matters as requested by Developer. As an additional condition precedent to the Close of Escrow for Phase 1, the Developer shall obtain approval from the County and other applicable persons and agencies for vacation of the alley described on Attachment No. 9. The Commission shall cooperate in seeking the vacation of such alley.

In the event that the Developer timely gives notice to terminate this Agreement by written notice to the Commission, neither party hereto shall have any further obligation to the other hereunder, and the Developer shall have no further rights with respect to the Site, other than those obligations and rights which are provided herein to survive any termination.

F. [§206] Time for and Place of Delivery of Deed

Subject to any mutually agreed upon extensions of time, the Commission shall deposit the respective Grant Deed for the applicable Commission Parcels and/or Remaining Parcels, with the Escrow Agent at least three days before the expected date for the close of Escrow.

G. [§207] Recordation of Deed

Upon the satisfaction of all conditions set forth in Sections 217 and 218 below (the "Close of Escrow") with respect to a Phase, Escrow Agent shall record or cause to be recorded

the Grant Deed for such Phase parcels in the land records in the Office of the County Recorder for Los Angeles County, in conjunction with the delivery to Developer of title insurance policy for such parcels pursuant to and in conformity with Section 208 of this Agreement.

H. [§208] Title Insurance

As a condition to the Close of Escrow for any Phase, LandAmerica Title Insurance Company, 18551 Von Karman Av., Suite 200, Irvine, California 92612, Attention: John Marten, Phone: (949) 223-5520, Fax: (949) 261-6927, e-mail: jmarten@landam.com ("Title Company") shall be willing to provide and deliver to the Developer a CLTA standard form policy of title insurance (or an ALTA extended coverage policy, if Developer has procured a survey and elects to obtain ALTA coverage at its cost), with such endorsements as are reasonably required by Developer, in the amount of the applicable Purchase Price insuring that following the Developer's acquisition of such parcels in accordance with Sections 202 through 210, inclusive of this Agreement, fee title to such parcels is vested in the Developer in the condition required by Section 205 of this Agreement (the "Title Policy"). The Title Company shall provide the Commission with a copy of the Title Policy.

The Commission shall pay only for that portion of the title insurance premium which would be attributable to a CLTA standard form policy of title insurance in the amount of the applicable Purchase Price for any Commission Parcels only.

I. [§209] Pre-Closing Taxes and Assessments

Ad valorem taxes and assessments, if any, on the Commission Parcels only, and taxes upon this Agreement or any rights hereunder, levied, assessed, or imposed for any period commencing prior to conveyance of title shall be borne by the Commission. Such taxes shall be pro-rated accordingly by Escrow Agent at the Close of Escrow.

J. [§210] Conveyance Free of Possession

The Commission Parcels shall be conveyed free of any possession or right of possession by any person except that of the Developer and subject to the Title Matters.

K. [§211] Zoning of the Site

The Developer, at its sole cost and expense, is responsible for obtaining all zoning approvals, building permits, and other governmental agency permits and approvals necessary to permit the development of the Site in accordance with the provisions of this Agreement and its use, operation, and maintenance in accordance with the Scope of Development (including without limitation, any subdivision of any Phase Site). The Developer shall submit all plans and applications for said approvals and permits to the Commission for review and comments at least ten (10) days prior to submittal to governmental agencies. Although the Commission is a separate legal entity from the County of Los Angeles, the Commission shall use reasonable efforts to make one or more members of its staff available to attend up to three (3) key meetings with the County Department of Regional Planning (DRP) and act as a liaison between the Commission and DRP on DRP processing of zoning approvals required for the Project.

L. [§212] Condition of the Site

The Site shall be conveyed from the Commission to the Developer in an "as is" condition.

The Commission shall not be responsible for any items of work on the Site, or any conditions caused by items of work on the Site, and it shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the conditions of the Site, including without limitation the soil conditions and the suitability of such soil conditions for the Scope of Development to be constructed by the Developer. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is the sole responsibility and obligation of the Developer to either terminate this Agreement during the Study Period as described in the following paragraph or take such action as may be necessary to place the soil conditions of the Site in a condition suitable for the development of the Site.

Developer shall have the right, until such date as set forth in the Schedule of Performance for each Phase ("Study Period"), to enter upon the Site (subject to the requirements of Section 213 below) and perform, at Developer's expense , such surveying, engineering, topographic, environmental, soil and other tests, studies and investigations (collectively,

"Studies") as Developer may deem appropriate. The Commission shall use its good faith efforts to obtain title, possession or permission to enter each parcel in a Phase to permit the Developer access to perform the Studies. If Developer is unable to obtain access to any parcel within a Phase with respect to which the Commission, despite its good faith efforts, is unable to obtain titl e, possession or permission to enter to perform the Studies, then the Study Period for such Phase shall be extended for a reasonable period of time until such access is granted and Developer has a reasonable period of time to conduct Studies. Developer s hall provide copies of all Studies (including drafts and supporting documentation) to the Commission upon Developer's receipt thereof. If such Studies warrant, in Developer's sole discretion, Developer may by written notice to the Commission given during the Study Period, elect to terminate this Agreement. Unless Developer gives timely written notice of its approval of the Studies, Developer shall be conclusively deemed to have disapproved the results of the Studies and disapproved the condition of the Site.

M. [§213] Preliminary Work by the Developer

From the date of this Agreement and prior to the conveyance of title for the applicable Commission Parcels and/or Remaining Parcels, representatives of the Developer shall have the right of access to and entry upon said properties at all reasonable times for the purpose of obtaining data, making Studies desired by Developer, preparing plans and conducting tests necessary to carry out this Agreement; provided, however, that Developer shall not have access to those portions of the Site with respect to which the Commission, despite its good faith efforts, is unable to obtain title, possession or permission to enter to perform the Studies. The Commission shall have access to all data and information on the Site compiled by the Developer readily available from the Developer.

Any work undertaken on the Site by the Developer shall be done only after Developer has provided a written description to the Commission of the work to be performed and has obtained written consent of the Commission which consent shall not be unreasonably withheld, conditioned or delayed. Copies of all data, surveys, and tests obtained or made by the Developer on the Site shall be delivered to the Commission. Any work by the Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

The Developer shall defend and indemnify and hold the Commission and all Commission Representatives, and each of them, harmless from and against any and all Losses and Liabilities resulting from any injury, death, damage to person or property, or other damages including without limitation damages incurred by the Commission respecting any work in relation to those portions of the Site so entered, arising out of any activity of the Developer or its contractors, subcontractors, agents, employees, invitees or licensees on, or relating to, such portions of the Site, except for liability arising solely from the gross negligence or willful misconduct of the Commission, County, and/or their representatives.

Prior to entering onto any portion of the Site pursuant to this Section 213, the Developer shall obtain and deliver to the Commission a certificate(s) evidencing that the insurance coverage has been obtained which satisfies the requirements set forth in Section 313 below, protects against all such potential Losses and Liabilities and names the Commission and County as additional insured.

N. [§214] Evidence of Equity Capital and Construction and Operational Financing

1. Evidence of Financial Capability.

(a) If the Developer finances the acquisition and development of any portion of any Phase and related activities, such financing shall be subject to the approval of the Commission, which approval will not be unreasonably withheld, conditioned or delayed. Within the time set forth for the same in the Schedule of Performance for each Phase, the Developer shall submit to the Commission Developer's evidence ("Evidence of Financing") of availability of funds sufficient to pay for the acquisition and development of such Phase, including equity capital and debt capital ("Capital"). The Commission shall review and either approve or disapprove such financing program within ten (10) days after the receipt thereof. The Commission shall grant such approval if (a) the total capital for such Phase is provided by a combination of equity capital and debt capital provided by an "Institutional Lender."

(b) "Institutional Lender" means any of the

following institutions having assets or deposits in the aggregate of not less than Two Hundred Million Dollars ($200,000,000): (i) a California chartered bank; (ii) a bank created and operated under and pursuant to the laws of the United States of America; (iii) an "incorporated admitted insurer" (as that term is used in Section 1100.1 of the California Insurance Code); (iv) a federal savings and loan association (Cal. Fin. Code Section 8600); (v) a commercial finance lender (within the meaning of Sections 2600 et seq. of the California Financial Code); (vi) a "foreign (other state) bank" (as that term is defined in Section 1700(1) of the California Financial Code) that is licensed to maintain an office in California, is licensed or otherwise authorized by another state to maintain an agency or branch office in California, or maintains a federal agency or federal branch in any state (Section 1716 of the California Financial Code); (vii) a bank holding company or a subsidiary of a bank holding company which is not a bank (Section 3707 of the California Financial Code); (viii) a trust company, savings and loan association, insurance company, investment banker; college or university; pension or retirement fund or system, either governmental or private, or any pension or retirement fund or system of which any of the foregoing shall be trustee, provided the same be organized under the laws of the United States or of any state thereof; (ix) a Real Estate Investment Trust, as defined in Section 856 of the Internal Revenue Code of 1986, as amended, provided such trust is listed on either NASDAQ or the New York Stock Exchange, and (x) any other institutional lender regularly making loans for the acquisition or development of real property.

(c) The Evidence of Financing shall indicate that Developer has access to Capital equal to one hundred percent (100%) of the projected development costs (including a contingency amount equal to ten (10%) percent of hard costs) for such Phase ("Total Phase Project Costs").

(d) Evidence of Financing may include, among other things, unencumbered cash or cash-equivalents held by Developer as documented by bank or depository statements, executed loan commitments for a construction loan or grant from governmental agencies or other Institutional Lender, subject to such standard and reasonable conditions as are customarily imposed on such agreements.

(e) In addition to the foregoing requirements, the Evidence of Financing to be submitted for Commission approval shall include the following:

(i) Pro-forma income statements and balance sheets for the Phase, prepared on an annual basis, for a period of five (5) years after the date of submission;

(ii) Copies of any term sheets, tenant leases, use agreements and tenant improvement agreements that may exist for such Phase as of the date of submission of the Evidence of Financing; and

(iii) Copies of commitment letters from Institutional Investors and the related forms of loan documents for such Phase, including but not limited to loan agreements, promissory notes, trust deeds, subordination agreements, guaranties (whether by Developer or other persons or entities), and assignments.

2. Maintenance of Financing.

(a) Developer shall take all commercially reasonable actions, furnish all material information, give all consents and pay all commercially reasonable sums required to keep the Evidence of Financing in full force and effect and shall use its commercially reasonable efforts to comply with all conditions thereof. Developer shall take all commercially reasonable actions to execute, acknowledge and deliver all loan applications, credit applications financial statements, and loan documents in connection therewith.

(b) Developer shall only use the Capital (including the loan proceeds contemplated by the Evidence of Financing) to pay for Acquisition Costs and the development costs for the Site.

O. [§215] <u>Construction Contract</u>

By the deadline specified therefor in the Schedule of Performance, Developer agrees to deliver to the Commission a fully-executed written agreement (the "Construction Contract") for construction of the Scope of Development on the applicable Phase. Such Construction Contract shall obligate a reputable

and financially responsible general contractor ("General Contractor"), who is bonded as required herein, appropriately licensed in California, and experienced in completing the type of Scope of Development and Site work contemplated by this Agreement to commence and complete the development and construction of the Scope of Development and Site work to be constructed on the applicable Phase of the Site in accordance with this Agreement. Each such Construction Contract shall be a guaranteed maximum cost contract assuring completion of the applicable Scope of Development for a fixed price, subject to such reasonable adjustments as are customarily allowed with respect to such contracts for authorized change orders or other like matters (see Section 215.5 below for additional details). The fixed price for the Construction Contract shall be in an amount that, when added to all consultant and loan fees, "points," commissions, charges, Developer's fees, fixtures, taxes, interest, start-up and other costs and expenses associated with developing and completing the applicable Scope of Development and Site work (the aggregate of these costs is sometimes referred to collectively as "Development Costs"), does not exceed the Total Phase Project Cost for the applicable Phase. The Construction Contract shall require the contractor to obtain Performance and Material and Labor bonds in accordance with Section 313 below. All contractors and subcontractors must satisfy, and Developer shall provide notice to such contractors and subcontractors of, the provisions of Attachment No. 10.

The Developer shall submit all items required by this Section and Section 304 below and shall obtain the Commission's written approval of the Construction Contract and the General Contractor for each Phase by the deadlines specified therefor in the Schedule of Performance. The Commission's approval or disapproval of any Construction Contract will not constitute a waiver by the Commission of any breach or violation of this Agreement that is a result of acts that are or purport to be in compliance with or in furtherance of said Construction Contract, unless such approval expressly so provides.

P. [§216] <u>Developer's Closing Conditions</u>

The following are conditions precedent to the Close of Escrow for each Phase that are for the benefit of Developer and may be waived only by Developer:

(a) Willingness and ability of the Title Company to issue to the Developer the CLTA or ALTA standard form policy of title insurance in accordance with Section 208.

(b) The Commission is not in default hereunder and has timely satisfied all of its material obligations under this Agreement required to be performed prior to the Close of Escrow.

(c) Developer has obtained all zoning and land use entitlement rights that Developer desires for such Phase in accordance with Section 210 above.

(d) The Commission has appr oved all plans for the Phase pursuant to Sections 305 through 308.

Q. [§217] Mutual Closing Conditions

The following are conditions precedent to the Close of Escrow for each Phase that may be waived only by the mutual written consent of both the Commission and the Developer:

(a) Expiration of the title review period provided in Section 205 and the Study Period pursuant to Section 212 without Developer electing to terminate this Agreement.

(b) Developer shall have obtained appropriate grading permits, building permits, zoning of the applicable Phase of the Site and all other governmental approvals needed to permit the development of the applicable Scope of Development in accordance with and pursuant to Section 211.

(c) All sources of financing identified in the Evidence of Financing approved by the Commission in accordance with Sections 214, 215, and 216 shall be fully and unconditionally available in the determination of the Commission, subject only to recordation of the deed of trust and security documents and reasonable and customary construction disbursement procedures imposed by the applicable lender or grantee.

R. [§218] Commission's Conditions to Closing

The following are conditions to the Close of Escrow that can be waived only by the Commission:

(a) No Event of Default has occurred and is then continuing and the Developer has satisfied all of its obligations under this Agreement required to be performed prior to the Close of Escrow, including but not limited to:

(i) depositing into Escrow the funds and other items required from Developer pursuant to Section 202 above;

(ii) obtaining the Commission's approval of the applicable Construction Contract (which shall incorporate a critical path method construction schedule approved by the Commission pursuant to Section 310 below) and General Contractor pursuant to Section 215 above;

(iii) obtaining the Commission's approval of the applicable Development Schedule and Construction Schedule pursuant to Sections 303 and 310 below; and

(iv) obtaining the Commission's approval of the applicable Basic Concept Drawings, grading plans, Construction Documents and other design matters pursuant to Sections 305-308 below.

(b) The Close of Escrow for each Phase shall occur, if at all, on or before the applicable date set forth in the Schedule of Performance ("Closing Deadline") and concurrent with the closing and recordation of Developer's construction loan. If the Developer has otherwise satisfied all conditions to the Close of Escrow for a Phase, the Developer may elect to extend the Closing Deadline for any Phase two (2) times and each extension shall be for a ninety (90) day period. The time required for the performance of any action required by either party in the Schedule of Performance that is affected by such extension shall be extended accordingly.

S. [§219] Pre-Closing Developer Progress Reports

After the date of this Agreement and up until the start of construction of the Scope of Development for each Phase, Developer shall submit to the Commission a monthly written progress report of the status of the project for such Phase, which report shall be in such form and detail as may be reasonably required by the Commission.

III. [§300] DEVELOPMENT OF THE SITE

A. [§301] Development of the Site by the Developer

1. [§302] Scope of Development

The Site shall be developed in Phases as provided in the Scope of Development (Attachment No. 4).

2. [§303] Development Schedule

For each Phase, the Developer shall prepare and submit a detailed Development Schedule, consistent with the Schedule of Performance, for the development of such Phase of the Site to the Commission for review and approval within the time established in the Schedule of Performance.

The Development Schedule shall be developed and submitted in Critical Path Method (CPM) network configuration using MS Project, Suretrack, Primavera or equivalent as approved by the Commission. The scope of the Development Schedule for each Phase shall include all major components of a Phase commencing with the acquisition of fee title to the parcels in such Phase and ending with obtaining certificates of occupancy for all buildings in such Phase. The Development Schedule in MS Project, accompanied by a more detailed Construction Schedule (in Suretrack or Primavera) as described in Section 310. The Development Schedule shall incorporate, among other dates and milestones, the items in the Schedule of Performance.

3. [§304] Project Team Staffing Plan; Contractor

For each Phase, Developer shall deliver to the Commission for informational purposes only a Project Team Staffing Plan. The Project Team Staffing Plan shall contain an organizational chart showing all component functions and reporting relationships, and the related staff for all activities, including a separate narrative describing the roles and responsibilities of all participants. Experience (curriculum vitae) and contact information should be provided for all principals, Board of Director members (if applicable), and key personnel within Developer, as well as any outside consultants, accountants, architects and legal counsel. Signed contracts with these outside parties shall be included in the Project Team

Staffing Plan. The Project Team Staffing Plan shall contain a profile for each person or entity contained within the Project Team Staffing Plan who is not an Affiliate of Developer. The Project Team Staffing Plan shall contain a detailed resume for each individual on the organizational chart.

4. [§305] Design Contract; Basic Concept Drawings

(a) Concurrently with the approval of this Agreement, the Commission has approved the Phase 1 Basic Concept Drawings (prepared by Eric Lloyd Wright) and related documents containing the overall plan for development of Phase 1 of the Project.

(b) For each of the other Phases, Developer shall prepare and submit to the Commission for its approval Basic Concept Drawings and related documents for the development of such Phase, consistent with the Scope of Development. "Basic Concept Drawings" shall include a site plan, floor plan, elevations, and other drawings describing the scale and character of the Phase, including but not limited to site improvements and proposed uses, landscaping, and tenant improvements.

(c) Phase 1 shall be developed as generally established in the Phase 1 Basic Concept Drawings and related documents, except as changes may be mutually agreed upon between the Developer and the Commission. The Commission shall not unreasonably withhold its approval of an alteration required by a government official having jurisdiction over the Project. Any such changes, to the extent feasible, shall be within the limitations of the Scope of Development.

(d) With respect to each Phase, based on the Basic Concept Drawings and related documents, Developer and its design team shall prepare and submit to the Commission for its approval for the following phases of design: schematic design; design development; construction cost estimates for schematic design and design development (including any value engineering analysis); and constructability review. Developer will include forty five (45) days for each review in the Development Schedule and forty five (45) days of redesign time to respond to Commission comments as required.

5. [§306] Finish Grading Plans

For each Phase, Developer shall prepare and submit to the Commission for its approval preliminary and final grading plans for the Phase. Those plans shall be prepared and submitted within the times established in the Schedule of Performance.

The grading plans shall be prepared by a licensed civil engineer. Such civil engineer may be the same firm as Developer's architect.

6. [§307] Construction Plans, Drawings, and Related Documents

For each Phase, the Developer shall prepare and submit schematic and design development drawings and a conceptual cost estimate, preliminary construction drawings (50% complete), a detailed cost estimate, final construction drawings (100% complete), a revised detailed cost estimate, exterior building materials, landscape plans, public improvement, street plans, equipment specifications, and related documents (collectively the "Construction Documents") to the Commission for review and written approval (subject to the limitations for review in Section 308) within the times established in the Schedule of Performance (Attachment No. 5) subject to extensions as they are authorized herein or as mutually agreed upon in writing by the parties. The Construction Documents shall include all related work for the Scope of Development, including but not limited to architectural, civil engineering, structural engineering, electrical, mechanical, plumbing and landscape. The Construction Documents are to be in conformance with the requirements set forth in this Agreement and the Scope of Development, Attachment No. 4.

The final Construction Documents for a Phase shall contain a complete and coordinated package adequate to obtain building permits and build the applicable Phase consistent with industry standards for projects of this type.

During the preparation of all Construction Documents, the Commission and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of Construction Documents, by the Commission. The Commission and Developer shall communicate and consult as frequently as is necessary to insure that the formal submittal of any

Construction Documents to the Commission can receive prompt and speedy consideration.

If any revisions or corrections of plans approved by the Commission shall be required by any government official, agency, department, or bureau having jurisdiction over the development of the applicable Phase, Developer and the Commission shall reasonably cooperate in efforts to develop a mutually acceptable alternative. In the event the parties cannot reach agreement on feasible design alternatives consistent with the project purposes and budget, Developer may elect to submit such dispute to arbitration. If Developer does not submit such dispute to arbitration within 90 days, then thereafter either party may elect to terminate this Agreement by written notice given prior to the applicable Close of Escrow.

7. [§308] Commission Approval of Plans, Drawings, and Related Documents

Subject to the terms of this Agreement, the Commission shall have the right of architectural review of all plans and drawings, including any proposed changes therein. Such review will be limited to an evaluation of the proposed development of each Phase on only the following criteria:

A. Whether the exterior elevations are consistent with the Basic Concept Drawings. Developer shall prepare elevations that are well crafted with variations in massing, scaling elements, changes in materials, texture, color treatment and landscaping.

B. Whether the proposed development is compatible with the MIG Report.

C. Whether site circulation is clear and functions effectively.

D. Whether the Parking design is functional and efficient.

E. Whether the proposed design creates a safe and secure environment and contains reasonable Crime Prevention Through Environmental Design (CPTED).

F. Whether the landscaping design offers functional and

aesthetic benefits to project occupants and the public domain.

G. Whether the design includes a reasonable number of environmental conservation measures, such as placement of structure for passive solar heating, incorporating energy efficient windows, shading devices, low water consumption plumbing fixtures, building with recycled materials, drought tolerant landscaping, and other measures.

Developer shall also apply for any architectural and site planning review required by any agency, department, board, or commission of the County within the times required for review of such Plans and submissions. The Developer shall also submit any plans and drawings required to obtain development permits or building permits to be issued by County departments or other public agencies.

The Commission shall approve or disapprove all plans and drawings submitted to the Commission referred to in Section 305, 306 and 307 of this Agreement within the times established in the Schedule of Performance (Attachment No. 5) for review of such plans and drawings and changes therein by the Commission. Failure by the Commission to either approve or disapprove the Plans within the times established in the Schedule of Performance shall be deemed an approval by Commission hereunder only if such failure continues for an additional ten (10) days after Developer has given the Commission written notice that the time for review provided under the Schedule of Performance has expired and no approval or disapproval has been received by Developer. The notice shall be accompanied by an additional set of the Plans for which approval is sought, and shall include a cover letter stating prominently that the continued failure by the Commission to approve or disapprove the Plans will result in a deemed approval. Any disapproval shall state in writing (the "Notice of Disapproval") the reasons for disapproval and the changes which the Commission requests to be made. Such reasons and such changes must be consistent with the Scope of Development (Attachment No. 4) and any items previously approved or deemed approved hereunder by the Commission. The Developer, upon receipt of a Notice of Disapproval shall revise the Plans and resubmit them to the Commission within forty five (45) after receipt of the Notice of Disapproval. In no case shall the Commission be entitled to require changes inconsistent with the Scope of Development (Attachment No. 4), and any previously approved items. Any resubmission(s) shall be approved or

disapproved and revised within the times set forth herein with respect to the initial submission of such Plans. Notwithstanding the above time periods, if the Commission is required by law to hold a public meeting of the Commission, or any agency thereof, before the action specified is to be taken, the period for such action by the Commission shall be extended by a reasonable amount of time for the holding of such public meeting. The Commission shall use its good faith efforts to schedule such hearing at the next available date on the Commission's regular public hearing calendar. All matters in the Schedule of Performance that are to be performed after the date of such hearing shall be postponed by the number of days that elapse between the date the Commission could have approved such item without a public hearing and the date of such public hearing.

The Developer shall have the right during the course of construction to make minor field changes without seeking the approval of the Commission. Minor field changes shall mean those changes from the approved construction plans which have no material effect on the Scope of Development and will not be visible from the exterior of any structure on the Site. The amount, type, quality and total area of landscaping shall not be a minor field change. If the Developer desires to make any change in the Plans after their approval by the Commission, other than minor field changes, the Developer shall submit the proposed change to the Commission for its approval. If the Plans, as modified by the proposed change, conform to the approved budget, the requirements of Section 305 of this Agreement, the approvals previously granted by the Commission under this Section 308 and the Scope of the Development, the Commission shall not unreasonably withhold or delay its approval of the proposed change. The Commission shall not be deemed to have unreasonably withheld its consent to any proposed change by the Developer of any construction or equipment specification expressly set forth in the Scope of Development, where substitute materials or equipment are proposed by the Developer which the Commission has reasonably determined to be of inferior quality. The Commission shall approve or disapprove the proposed change and notify the Developer in writing within ten (10) business days after submission to the Commission. Such change in the Plans shall be deemed approved by the Commission only if such failure to approve or disapprove continues for an additional ten (10) days after Developer has given the Commission written notice that the time for review provided

under this Section 308 has expired and no approval or disapproval has been received by Developer. The notice shall be accompanied by an additional set of the Plans for which approval is sought, and shall include a cover letter stating prominently that the continued failure by the Commission to approve or disapprove the Plans will result in a deemed approval.

The Developer acknowledges and understands that any administrative approval by Commission staff of any Plans or other submissions by the Developer shall not be construed to constitute an approval by other County agencies such as the Department of Regional Planning or the Department of Public Works, and the County shall retain full and absolute discretion respecting the granting or withholding of County approvals required by applicable Governmental Restrictions in connection with the construction of the Scope of Development and the use of the Site.

8. [§309] Cost of Construction

The cost of design, pre-construction, developing the Site and constructing all improvements thereon shall be borne by the Developer except as otherwise expressly provided in this Agreement. The Commission and the Developer shall each pay the costs necessary to administer and carry out their respective responsibilities and obligations under this Article III of this Agreement.

9. [§310] Post-Closing Construction Schedule

After the Close of Escrow for any Phase, the Developer shall use its commercially reasonable efforts to promptly begin and thereafter diligently pursue to completion, the construction of the improvements and the development of the such Phase of the Site in accordance with the Schedule of Performance (Attachment No. 5) and subject to Unavoidable Delays. The Developer shall begin and complete all construction and development within the times specified in the Schedule of Performance or such extension of said dates as may be granted by the Commission, in its sole discretion, or as provided in Section 604 of this Agreement, subject to Unavoidable Delays. The Schedule of Performance is subject to revision from time-to-time as mutually agreed upon in writing between the Developer and the Commission's Executive Director.

From the start and once each calendar month by the tenth (10th) day of each calendar month during the period of construction, Developer shall prepare and submit a detailed Construction Schedule for the applicable Phase to the Commission for review and approval within the time established in the Schedule of Performance. The Construction Schedule shall be developed and submitted in CPM network configuration using MS Project, Suretrack, or approved equivalent. The schedule shall be consistent with the Schedule of Performance, and shall follow the recommendations of the latest edition of the Associated General Contractors of America book, *Using CPM in Construction*. Developer shall use its best efforts to cause the Construction Schedule approved by the Commission to be fully consistent with the construction schedule used by Developer's construction lender. The original submittal and required monthly updates shall be submitted in computer readable format and two plotted hard copies (this will include both Gantt chart and CPM network plots, and related reports as requested by the Commission).

10. [§311] Prevailing Wage

If the Scope of Work is subject to Davis-Bacon or other prevailing wage laws, the Developer shall include all such requirements in the Construction Documents, together with financial pro formas for all such work.

Without limiting the foregoing, Developer acknowledges that the improvements being constructed by Developer may be public improvements subject to applicable requirements under California Public Contract Code Sections 20688.1 through 20688.4 and Health & Safety Code Sections 33422 through 33423, inclusive. Developer specifically acknowledges that each and every part of the work for the Project may be a "public work" as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, that the requirements of California Labor Code Section 1720 *et seq.*, (including, without limitation, the requirements of California Labor Code Section 1771) apply, and that the Developer may be obligated to cause each and every part of the work for the Project to be performed as such a "public work". The requirements to which Developer may be subject include, among others, that prevailing wages be paid by contractors and subcontractors, that prevailing wage schedules be posted at the jobsite, and that detailed wage records be maintained. The Commission has available on file prevailing wage schedules promulgated by the California State Department of Industrial

Relations. Developer shall indemnify, defend and hold the Commission, the Commission Representatives, the County, and the County Representatives harmless for any Losses and Liabilities (including without limitation any suit, administrative proceeding, wage award or fine) arising out of or relating to (i) the payment or non-payment of prevailing wages in connection with the Project, including, without limitation, any action by a contractor or subcontractor pursuant to California Labor Code Section 1781 to recover any **"increased costs"** (as that term is defined in California Labor Code Section 1781(c)(2)) incurred by the contractor or subcontractor, or (ii) compliance or noncompliance with any applicable contract requirements under California Public Contract Code Sections 20688.1 through 20688.4 and Health & Safety Code Sections 33422 through 33423, inclusive. This indemnity shall survive any termination of this Agreement, recording of any Grant Deed or any close of Escrow.

11. [§312] Construction Monitoring Requirements; Effect of Commission Approvals

To the extent the Commission elects to do so in its sole discretion, Commission may monitor (at its own expense) the progress of the construction of any Phase of the Project. The Developer shall provide adequate records and site access to accommodate the monitoring activities.

The Commission may review scheduling documents for conformance with the Schedule of Performance, review Quality Assurance/Quality Control program results, review project budgets and cash flows, attend (but not participate in) job site meetings, review change order requests, make site inspections after reasonable prior notice to the Developer (provided that any such inspections shall not interfere with the construction work being performed), review job site safety conditions, review construction documents for compliance with this Agreement, and review labor compliance documents.

Notwithstanding any other provision, any monitoring, design approval, approval, consent, direction or other action or inaction by the County or the Commission shall not alter the fact that Developer is solely responsible for the safety, quality, efficiency, and appropriateness of the Site and all aspects of the project development and operation.

12. [§313] Indemnification and Insurance

With respect to each Phase of the Project, during the period commencing with the execution of this Agreement, and continuing until such time as the Commission has issued a Certificate of Completion with respect to the construction of the improvements on the applicable Phase, Developer hereby agrees to defend (with counsel approved by the Commission, and including but not limited to paying court costs and attorneys' fees), indemnify and hold harmless the Commission, the County and their respective officers, employees, contractors and agents, and each of them, harmless for any Losses and Liabilities related directly or indirectly to, or arising out of or in connection with (i) any breach or default by the Developer under this Agreement, or (ii) any of the Developer's construction activities on the Site (or the activities of Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors or independent contractors on the Site), including without limitation the construction of any improvements on the Site or the use or condition of any such improvements. This indemnity shall not apply to claims, losses, liabilities and damages caused solely by the gross negligence or willful misconduct of the County or the Commission or any their respective agents, employees, representatives, contractors, subcontractors or independent contractors. This indemnity shall survive the recordation of the Grant Deed and the recordation of the Certificate of Completion pursuant to Section 328 below.

Without limiting the Developer's indemnification of the Commission as set forth above, for the period commencing upon the Close of Escrow for each Phase and ending on the date the Commission has issued a Certificate of Completion with respect to the construction of substantially all of the initial improvements on the applicable Phase, the Developer shall provide and maintain at its sole cost and expense for the periods stated below (and shall cause its general contractor and subcontractors to provide and maintain at their sole cost and expense for the periods stated below), from insurers admitted in California or having a minimum rating of or equivalent to A/VIII in Best's Insurance Guide the following minimum insurance requirements:

(i) Workers' compensation - as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(ii) Comprehensive general and automobile liability insurance, including contractual liability, with a combined single limit of at least one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) general aggregate. The Commission, the County, The Housing Authority of the County of Los Angeles and their officials, agents, and employees shall be carried as additional insureds with respect to liability arising from activities performed by or on behalf of Developer. Said insurance shall be primary insurance with respect to the Commission and shall contain cross liability protection. Said insurance shall be maintained continuously until such time as all provisions of this Agreement have been met by Developer, and shall be endorsed to require thirty (30) days prior written notice from insurer to Commission before cancellation or change in coverage. The Developer shall require its contractor and subcontractors to include the Commission and the Commission Representatives as additional insured on all general liability insurance covering work at the Site.

(iii) Builder's Risk insurance, during the course of construction, covering the full replacement value of the Developer's Improvements. Said insurance shall include debris removal and shall provide coverage for earthquake and flood if this protection is available from responsible carriers at commercially reasonable cost. Said insurance shall be maintained as long as Developer shall own said improvements. Commission shall be named as an insured under a loss payable endorsement.

(iv) Automobile liability insurance - $1,000,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

The Developer shall deliver to the Commission certificates of insurance with original endorsements evidencing the coverage required by this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. All policies shall also name the Commission, the County, The Housing Authority of the County of Los Angeles and their respective officers, employees, contractors and agents, as additional insureds and the Developer as their respective interests may appear. The Commission reserves the right to require complete certified copies of all policies at any time.

Said insurance may provide for such deductibles or self-insured retention as may be acceptable to the Commission in its discretion. In the event such insurance does provide for deductibles or self insurance, Developer agrees that it will protect the Commission and the County and their respective officers, employees, contractors and agents, and each of them, in the same manner as these interests would have been protected had full commercial insurance been in effect. If required by the Commission from time to time, the Developer shall increase the limits of its liability insurance to reasonable amounts customary for owners of improvements similar to those on the Site.

At no cost to the Commission, the Developer shall cause its general contractor to provide a Performance and Material and Labor Bonds for the construction of the improvements on the Site (including, without limitation a performance bond and a payment bond guaranteeing contractor's completion of those Improvements free from liens of materialmen, contractors, subcontractors, mechanics, laborers, and other similar liens) for each trade prior to the commencement of such contractor's work. The bonds shall be in an amount equal to one hundred percent (100%) of the full amount of the construction contract or the full cost of the Project, whichever is greater. Said bonds shall be executed by a responsible corporate surety authorized to issue such bonds in California and shall be "T" rated with a classification of A 8 or better. This requirement on Developer shall be deemed to be fully satisfied in the event Developer's construction lender requires similar completion bonds as part of Commission's approved financing of the project pursuant to Section 214 of this Agreement.

If the Developer shall fail to procure or maintain any required insurance, the Commission may (in addition to any other remedy available to the Commission under this Agreement), procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the Commission shall be repaid by the Developer to the Commission upon demand.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Commission Risk Management Administrator or designee.

13. [§314] County and Other Governmental Agency Permits

Before commencement of construction or development of any buildings, structures, or other work of improvement upon the Site the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the County or any other governmental agency affected by or with jurisdiction over such construction, development, or work. During the course of construction through issuance of the Certificate of Completion, Developer shall obtain all inspections and sign-offs required by the County or other governmental agency.

14. [§315] Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of the Commission and the County, shall have the reasonable right of access to the Site without charges or fees; provided that such person has valid identification stating their employment by the County and such person is accompanied by a field superintendent of Developer or its contractor, and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. The Commission and County shall indemnify the Developer and hold it harmless from any damage or injury caused or liability arising out of this right to access.

15. [§316] Local, State, and Federal Laws

The Developer shall carry out the construction of the improvements on the Site in conformity with all Governmental Restrictions.

16. [§317] Antidiscrimination During Construction

The Developer, covenants for itself and its successors and assigns that:

a. The Developer will not discriminate against any, tenant, contractor, employee or applicant for employment because of race, color, creed, religion, sex or sexual orientation, age,

medical condition, marital status, ancestry, or national origin, and Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive equal consideration for employment without regard to any of the foregoing.

b. Developer shall cause the foregoing provision to be inserted in all property leases, management contracts, construction contracts, and other contracts for any work covered by this Agreement so that such provision shall be binding upon each lessee, manager, contractor and subcontractor.

B. [§318] Assignment of Contracts

All construction contracts, architect agreements, leases, and other contracts and agreements relating to development, ownership and/or operation of the Site and the Site improvements shall expressly provide that they are freely and unconditionally assignable to the Commission or a successor Developer designated by the Commission following an uncured default by Developer under this Agreement or under any other loan or financing agreement entered into by Developer with the Commission or the County of Los Angeles relating to the Site.

C. [§319] Taxes, Assessments, Encumbrances, and Liens

The Developer shall pay, prior to delinquency, all real estate taxes and assessments assessed and levied on the Site or applicable portion thereof for any period subsequent to the Close of Escrow (excluding any period after title re-vests in the Commission following exercise of the Commission's right of re-entry under Section 512 below). Prior to the issuance of a Certificate of Completion for each Phase, the Developer shall not place or allow to be placed on such Phase of the Site any mortgage, trust deed, encumbrance, or lien not authorized by this Agreement. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance, or lien, nor to limit the remedies available to the Developer in respect thereto.

The Developer understands that under certain conditions, its control of the Site or applicable portion thereof under this Agreement may give rise to the imposition of a possessory interest tax on said property, and in such event, the Developer agrees to pay when due any such possessory interest tax.

D. [§320] Prohibition Against Transfer of Site, the Buildings or Structures Thereon, and Assignment of Agreement

Prior to the Covenant Release Date for a Phase, the Developer shall not, except as expressly permitted by this Agreement, Assign its rights under this Agreement with respect to such Phase or Transfer any portion of such Phase or the ownership of buildings or improvements thereon without the prior written approval of the Commission, which approval may be granted or withheld in the Commission's sole discretion. This prohibition shall not apply to a Phase after the Covenant Release Date for such Phase. This prohibition shall not apply to any for-sale single-family housing. This prohibition shall not be deemed to prevent the granting of utility and construction easements that are necessary for the development and normal and customary for a development of this type.

If the Developer Assigns its rights under this Agreement with respect to a Phase or Transfers any portion of such Phase or the ownership of buildings or improvements thereon, then the Developer shall not be relieved of its obligations under this Agreement with respect to such Assigned rights or Transferred property without the specific written agreement by the Commission, which consent shall not be unreasonably conditioned, withheld or delayed.

If the Developer does Assign this Agreement or Transfer any part of a Phase or the buildings or structures thereon prior to the Covenant Release Date for such Phase, except as otherwise provided in this Agreement, the Commission shall, in addition to any other remedies, be entitled to increase the purchase price paid by the Developer for the applicable portion of the Site, by the amount that the consideration payable for such sale, transfer, conveyance or assignment is in excess of the purchase price paid by the Developer for such portion of the Site plus the cost of improvements and development, including carrying charges and costs related thereto. To the extent the consideration payable for such sale, transfer, conveyance or assignment is in excess of the original purchase price paid by the Developer plus the cost of improvements and development, including carrying charges and costs related thereto, such excess shall belong and be paid to the Commission and until so paid, the Commission shall have a lien on such portion of the

Site for such amount. Any such lien shall be subordinate and subject to mortgages, deeds of trust, or other security instruments executed for the sole purpose of obtaining funds to purchase and develop the Site (or the applicable portion thereof) as authorized herein. At the time of any such Assignment or Transfer the Developer shall submit to the Commission sufficient information required by the Commission to demonstrate that there is no excess consideration with respect to any such Assignment or Transfer.

E. [§321] Security Financing; Rights of Holders

1. [§322] No Encumbrances Except Mortgages, Deeds of Trust, Sales and Leases-Back, or Other Financing for Development

Prior to the Covenant Release Date for a Phase, the Developer may record against the parcels of such Phase any mortgages or deeds of trust securing debt from Institutional Lenders approved as part of the Evidence of Financing approved by the Commission for such Phase. If the Developer desires to use any financing for a Phase prior to the Covenant Release Date for a Phase other than the debt financing approved as part of the Evidence of Financing for such Phase, then the Developer shall give written notice to the Commission in advance of seeking or negotiating for any such mortgage, deed of trust, sale and lease-back, or other form of conveyance for financing if the Developer proposes to enter into the same before issuance of a Certificate of Completion for such Phase. The Commission shall review and approve such request in accordance with Section 214 above. The words "mortgage" and "deed of trust", as used herein, include all other modes of financing, involving any form of security interest, pledge, mortgage, lease, encumbrance, conveyance or other transfer of the Site, improvements thereon, or any interest therein.

2. [§323] Holder Not Obligated to Construct Improvements

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete any part of the Project or to guarantee such construction or completion. However, nothing in this Agreement shall be deemed, construed or interpreted to permit or authorize

any such holder to devote the Site to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

3. [§324] Notice of Defau lt to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure

A. Notice to Secured Lenders. Whenever The Commission shall deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of any portion of the Project, the Commission shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement (a "Secured Lender") a copy of such notice or demand. The Commission shall only be required to deliver notices to Secured Lenders that have provided the Commission written notice of such mortgage, deed of trust or other security interest and the address to which such notice should be sent. Each such Secured Lender shall (insofar as the rights of the Commission are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien of its security interest.

B. Secured Lenders' Right to Complete Construction. Nothing contained in this Agreement shall be deemed, construed or interpreted to permit or authorize any Secured Lender to undertake or continue the construction or completion of any improvements (beyond the extent necessary to conserve or protect any portion of the Project Improvements or construction already made) without first having expressly assumed Developer's obligations to the Commission by written agreement reasonably satisfactory to the Commission. The Secured Lender that assumes any of Developer's obligations to the Commission shall also agree to complete, in the manner provided in this Agreement, the portion of the Project covered by such Secured Lender's security interest and to submit evidence reasonably satisfactory to the Commission that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Secured Lender properly completing such applicable improvements shall be entitled, upon written request made to the Commission, to the applicable Certificate of Completion from the Commission.

C. Failure of Secured Lender to Complete Improvements. If Developer shall fail to commence, proceed with, or complete construction of any of a Phase within the time prescribed therefor in the Schedule of Performance, the Commission may deliver written notice of such failure to Developer and to the Secured Lenders entitled to receive such notice. If the failure of Developer continues for sixty (60) days after the date of the Commission's written notice (the "Outside Cure Date") and if either (i) the Secured Lender has not elected to cure such failure pursuant to Section 324(B) or (ii) the Secured Lender has exercised its option to cure, but has not proceeded diligently with the cure of such default, then the Commission may, as its sole and exclusive remedy for such failure, pursue either of the following remedies:

(i) The Commission may, within one hundred twenty (120) days after the Outside Cure Date, purchase the mortgage, deed of trust or other security interest, by payment to the Secured Lender of the amount of the unpaid debt, plus any accrued and unpaid interest; or

(ii) if the ownership of the Site (or portion thereof) has vested in the Secured Lender or any person or entity taking title by or through the Secured Lender (including without limitation any buyer at a foreclosure sale), the Commission may, within one hundred twenty (120) days after the Outside Cure Date, if it so desires, demand that the Secured Lender or third party convey the portion of the Site owned by Secured Lender or such third party, as applicable, to the Commission upon payment by the Commission to the Secured Lender or third party, as applicable, of an amount equal to the sum of the following:

(1) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the Secured Lender (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(2) All expenses incurred by the Secured Lender with respect to the foreclosure of its security interest in the Site;

(3) The net expense, if any (exclusive of general overhead), incurred by the Secured Lender as a direct result of the subsequent ownership or management of the Site (or

any portion thereof), such as insurance premiums and property taxes;

(4) The cost of any improvements made by such Secured Lender; and

(5) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts in (2), (3) and (4) above become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the Commission.

4. [§325] Right of Commission to Cure Mortgage, Deed of Trust, or Other Security Interest Default

In the event of a default or breach by the Developer of a mortgage, deed of trust, or other security interest with respect to a Phase of the Site prior to the completion of development of such Phase, and the holder has not exercised its option to complete the development, the Commission may cure the default prior to completion of any foreclosure. In such event, the Commission shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the Commission in curing the default. The Commission shall also be entitled to a lien upon such Phase of the Site with power of sale to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust, or other security interests executed for the sole purpose of obtaining funds to purchase and develop such Phase of the Site as authorized herein.

F. [§327] Right of the Commission to Satisfy Other Liens on the Site After Title Passes

After the conveyance of title and prior to the issuance of a Certificate of Completion for construction and development for each Phase, and after the Developer has an opportunity to challenge, cure, or satisfy any liens or encumbrances on such Phase of the Site, the Commission shall have the right to satisfy any such liens or encumbrances and recover the costs associated therewith from Developer.

G. [§328] Certificate of Completion

Within thirty (30) days after "Substantial Completion" of all construction and development to be completed by the Developer upon a Phase of the Site to the satisfaction of the Commission, the Commission shall furnish the Developer with a Certificate of Completion for such Phase upon written request therefor by the Developer. Such Certificate of Completion shall be in such form as to permit it to be recorded in the Office of the County Recorder of Los Angeles County.

"Substantial Completion" of the construction and development of a Phase of the Site means that all required on-site and off-site improvements have been substantially completed and Developer has obtained a temporary or final certificate of occupancy for all buildings in such Phase.

A Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction required by this Agreement upon such Phase the Site.

If the Commission refuses or fails to furnish a Certificate of Completion for the applicable Phase of the Site after such written request from the Developer, the Commission shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons the Commission refused or failed to furnish a Certificate of Completion. The statement shall also contain the Commission's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific materials for landscaping, the Commission will issue its Certificate of Completion upon the posting of a bond by the Developer with the Commission in an amount representing a fair value of the work not yet completed.

Such Certificate of Completion shall not release Developer from any ongoing operating covenants under this Agreement or constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. Such Certificate of Completion is not a notice of completion as referred to in California Civil Code Section 3093.

H. [§329] <u>Hazardous Materials</u>

The Developer covenants that it shall use and maintain the Site in compliance with all applicable Governmental Restrictions, including specifically but without limitation carrying out the investigation and remediation, if any, recommended by "Phase I" and "Phase II" environmental assessments obtained by or provided to Developer. Developer further covenants that from and after execution hereof it shall not:

(i) deposit Hazardous Materials in, on or upon the Site during the period of Developer's ownership of the Site, or

(ii) permit the deposit of Hazardous Materials in, on or upon the Site

except (a) in accordance with applicable laws during the period of Developer's ownership of the Site and (b) for such minor quantities of Hazardous Materials as are stored in appropriate containers and are used in the common operation of retail, commercial and office uses, and the Developer hereby assumes any and all liability arising in connection with any such deposit of Hazardous Materials. The Developer agrees to and hereby does release, indemnify and hold the Commission/County harmless from and against any Losses and Liabilities respecting (i) the deposit of Hazardous Materials in, on or upon the Site by the Developer, its employees, agents or developers, and (ii) the existence or claimed existence of Hazardous Materials in, on, or upon the Site, whether said Hazardous Materials are determined to have been deposited in, on or upon the Site prior to or after Developer's acquisition of title to or possession thereof.

For purposes of this Agreement, the term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 6901 et seq.), (b) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (d) the Resource Conservation and

Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (e) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (f) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), (g) the Carpenter-Presley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (h) Hazardous Waste Control Law (CA Health & Safety Code Section 25100 et seq.), (i) the Porter-Cologne Water Quality Control Act (CA Water Code Section 13000 et seq.), (i) Safe Drinking Water and Toxic Enforcement Act of 1986, (k) Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (l) Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (m) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

In the event that archeological resources are exposed during project construction, all earth disturbing work within the subject property must be temporarily suspended or redirected until a professional archaeologist retained by the Developer has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume.

If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to the origin and disposition pursuant to Public Resources Code Section 5097.198. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

I. [§330] Project Identification Sign

The Developer shall allow a sign to be posted on each Phase of the Site, at the Commission's sole cost, identifying the Commission and the name of the Commissioner in whose supervisorial district the project is located. The sign shall be not less than 4 feet by 6 feet in size, and the text of the sign shall conform to the template form prescribed by the Commission from time to time.

IV. [§400] USE OF THE SITE

A. [§401] Uses

The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that subject to the limitations specified in Section 401-405, following the completion of initial construction and continuously thereafter until the applicable Covenant Release Date, the Developer, its successors, and assignees shall devote the applicable Phase of the Site to use as set forth in the Scope of Development, the Grant Deed, and this Agreement. The foregoing covenants shall run with the land.

B. [§402] Maintenance of the Site

During the full period of construction and any pre-construction activities by Developer, Developer shall maintain the applicable Phase of the Site and any materials, equipment and improvements thereon safe, secure, orderly and free from graffiti in accordance with applicable Governmental Restrictions and good construction industry standards for comparably-sized construction sites in the County of Los Angeles.

C. [§403] Obligation to Refrain From Discrimination

The Developer covenants by and for himself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the Developer himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

D. [§404] Form of Nondiscrimination and Nonsegregation Clauses

The Developer shall refrain from restricting the rental, sale, or lease of the Site on the basis of race, color, creed, religion, sex, marital status, disability, sexual orientation, ancestry, or national origin of any person. All such deeds,

leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

2. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

3. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her,

establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

E. [§405] Effect and Duration of Covenants

Except as otherwise provided, the covenants contained in this Agreement and the Grant Deed shall remain in effect until the Covenant Release Date. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Commission, its successors and assigns, the County, and any successor in interest to the Site or any part thereof.

The Commission is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the Commission without regard to whether the Commission has been, remains, or is an owner of any land or interest therein in the Site, any parcel or subparcel, or in the Project Area. The Commission shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

V. [§500] DEFAULTS, REMEDIES, AND TERMINATION

A. [§501] Defaults - General

Subject to the extensions of time set forth in Section 604, occurrence of any or all of the following after the applicable notice and cure periods shall constitute an "Event of Default" under this Agreement:

(i) Failure by the Developer to promptly pay in full any sums or amounts due to the Commission or the County under any term of this Agreement;

(ii) Failure of the Developer to timely make any of the submissions or secure any of the approvals required under this Agreement including without limitation the Schedule of Performance (Attachment No. 5);

(iii) Failure or delay by the Developer in the due, prompt and complete observance and performance of each and every condition, covenant or obligation imposed on the Developer by this Agreement and the Grant Deed, including without limitation the failure to commence or complete construction of the Project in accordance with and at the times set forth herein;

(iv) Filing of a petition in bankruptcy by or against the Developer, or appointment of a receiver or trustee of any property of the Developer, or an assignment by the Developer for the benefit of creditors, or adjudication that the Developer is insolvent by a court, or levy of an attachment or execution against any substantial portion of the Developer's property, or against the Site or any portion thereof, or any materially adverse change in the financial condition of the Developer;

(v) The Developer is in default under any acquisition and/or construction loan encumbering the Site or any portion thereof;

(vi) Failure by the Commission in the due, prompt and complete observance and performance of each and every material condition, material covenant or obligation material imposed on the Commission by this Agreement.

The party whose acts or omissions to act constitute a default hereunder shall be entitled to cure, correct, or remedy such default, if (a) such defaulting party commences and thereafter diligently pursues the curing of said default within thirty (30) days of receipt of a Notice of Default (as defined below) and (b) such defaulting party fully completes such cure, correction or remedy within thirty (30) days after receipt of said Notice of Default, or, in the event that the default is not curable within said 30-day period, within such additional period as is reasonably necessary to cure said default provided that

such additional period shall in no event exceed ninety (90) days.

Notwithstanding anything to the contrary in this Section 501, (a) if the default consists of a party's failure to timely discharge its monetary obligations to any other party, then the party in default shall cure any such default within ten (10) business days of receipt of a Notice of Default

The non-defaulting party shall give written notice of Default ("Notice of Default") to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the non-defaulting party may not institute proceedings against the party in default until expiration of any applicable cure period after delivering the Notice of Default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. [§502] Legal Actions

1. [§503] Institution of Legal Actions

In addition to any other rights or remedies, if an Event of Default occurs, then the non-defaulting party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Notwithstanding the foregoing, either party may seek injunctive relief prior to expiration of the cure period if necessary to preserve the status quo and prevent an imminent action prior to expiration of the cure period. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the appropriate Federal District Court for the Central District in the State of California.

2. [§504] Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. [§505] Acceptance of Service of Process

In the event that any legal action is commenced by the Developer against the Commission, service of process on the Commission shall be made by personal service upon the Commission's Executive Director or in such other manner as may be provided by law.

In the event that any legal action is commenced by the Commission against the Developer, service of process on the Developer shall be made by personal service upon the [managing member] of the Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of California.

C. [§506] Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. [§507] Damages

If the Developer or the Commission defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party as provided in Section 501 above, the defaulting party shall be liable to the other party for any damages caused by such default.

Notwithstanding the foregoing, Developer shall in no event be entitled to, and hereby waives, any right to seek consequential damages of any kind or nature from Commission arising out of or in connection with this Agreement, and in connection with such waiver Developer is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: A GENERAL RELEASE DOES NOT

EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Developer Initials:_____ Commission Initials:_____

E. [§508] Specific Performance

If an Event of Default occurs, the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement.

F. [§509] Remedies and Rights of Termination Prior to Conveyance of the Site to the Developer

1. [§510] Termination by the Developer

In the event that prior to the conveyance of title and possession of a Phase of the Site to the Developer:

(a) The Commission fails to tender conveyance of such Phase of the Site or possession thereof in the manner and condition, and by the date provided in this Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by Developer; or

(b) The Developer is unable, despite diligent and good faith efforts, to obtain the necessary equity capital and mortgage financing for acquisition of land and construction and development of all improvements on such Phase of the Site in accordance with this Agreement and the Scope of Development (Attachment No. 4), and deliver to the Commission either submission of evidence of financing referred to in Section 214 within the time respectively established therefor in the Schedule of Performance (Attachment No. 5); or

(c) The Developer is unable, despite diligent and good faith efforts, to obtain prior to the date established in this Agreement for conveyance of such Phase of the Site, any of the following permits or entitlements for the development of such Phase of the Site in accordance with this Agreement (including the Scope of Development) and the Drawings approved by the Commission:

(i) building permits; or

(ii) sewer and water permits.

(d) The Developer shall reasonably determine that the condition on such Phase of the Site is not suitable for development thereon pursuant to Section 212 of this Agreement prior to the time established therefor,

then this Agreement may be terminated without liability by the Developer.

The Developer shall exercise its right to terminate this Agreement by giving written notice to the Commission. Upon the giving of such notice and the termination of this Agreement, neither the Commission nor the Developer shall have any further rights against or liability to the other under this Agreement (other than those which are provided herein to survive the termination of this Agreement and the obligation of Developer to reimburse the Commission for any Administrative Costs incurred by the Commission).

2. [§511] Termination by the Commission

If Developer commits an Event of Default, then, in addition to any other remedies, the Commission may elect to terminate this Agreement by giving written notice of such election to Developer (without waiving any other rights under applicable law or in equity or under this Agreement, including without limitation, the right of reimbursement for any Administrative Costs incurred by the Commission).

G. [§512] Right of Reentry

In addition to any other remedies, upon an Event of Default, the Commission shall have the right, at its option, to reenter and take possession of the applicable Phase of the Site with all improvements thereon, and to terminate and revest in the Commission the estate theretofore conveyed to the Developer, if after conveyance of title or possession and prior to the Covenants Release Date, the Developer (or its successors in interest) shall:

(a) Fail to proceed with the construction of the improvements as required by this Agreement for a

period of three (3) months after written notice from the Commission that the time required for the start of construction under the Agreement has expired; or

(b) Abandon or substantially suspend construction of the improvements for a period of three (3) months after written notice of such abandonment or suspension from the Commission; or

(c) Assign or attempt to assign this Agreement, or any rights herein, or transfer, or suffer any involuntary transfer of the Site, or any part thereof, in violation of this Agreement, and such violation shall not be cured within thirty (30) days after the date of receipt of written notice thereof by the Commission to the Developer.

(d) Fail to meet or perform any other obligation of Developer under this Agreement, if such failure shall continue uncured for a period of thirty (30) days (or such other cure period as may be expressly provided for under this Agreement) after notice from the Commission describing the default.

Such right to reenter, repossess, terminate, and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(a) Any mortgage, deed of trust, or other security instrument permitted by this Agreement; or

(b) Any rights or interests provided in this Agreement for the protection of the holder of such permitted mortgages, deeds of trust, or other security instruments.

If a Secured Lender has foreclosed its security interest in any part of the Site, the Commission's rights of reentry under this Section 512 shall not apply to the parcels of land in which the Secured Lender (or a buyer at a foreclosure sale) has obtained fee title. The Commission's rights with respect to such parcels of land shall be those set forth in Section 324.

The rights established in this Section 512 shall expire on the Covenants Release Date.

The Grant Deed to the Site shall contain appropriate reference and provision to give effect to the Commission's right, as set forth in this Section 512 under specified circumstances prior to the applicable Covenants Release Date, to re-enter and take possession of said properties, or any part thereof, with all improvements thereon, and to terminate and revest in the Commission the estate conveyed to the Developer.

Upon the revesting in the Commission of title to the applicable Phase of the Site as provided in this Section 512, the Commission shall, pursuant to its responsibilities under state law, use its best efforts to resell such Phase of the Site, as soon and in such manner as the Commission shall find feasible and consistent with the objectives of the Community Redevelopment Law and the Redevelopment Plan, to a qualified and responsible party or parties (as determined by the Commission), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to the Commission and in accordance with the uses specified for such Phase of the Site in the Redevelopment Plan.

Upon such resale, the proceeds thereof shall be applied:

(a) First, to pay off the holders of any mortgage, deed of trust, or other security interests permitted by this Agreement, unless such holders approve the person or entity to whom the Commission intends to sell;

(b) Second, to reimburse the Commission on its own behalf or on behalf of the County for all costs and expenses incurred by the Commission in connection with this Agreement, including but not limited to salaries to personnel engaged in the recapture, management, and resale of such Phase of the Site (but less any income derived by the Commission from the sale in connection with such management); all taxes, assessments and water and sewer charges with respect to such Phase of the Site (or, in the event any parcel is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments, or charges, as would have been payable if such parcel were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or

being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the agreed improvements on such Phase of the Site; and any amounts otherwise owing to the Commission by the Developer and its successor or transferee; and

(c) Third, to reimburse the Developer, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid to the Commission by the Developer for such Phase of the Site; and (2) any and all costs incurred for or in connection with development of such Phase of the Site, or for the construction of the agreed improvements thereon, less (3) any income actually withdrawn or made by the Developer therefrom or from the improvements thereon.

Any balance remaining after such reimbursements shall be retained by the Commission as its property.

The rights established in this Section 512 are to be interpreted in light of the fact that the Commission will convey the Site to the Developer for development and not for speculation in undeveloped land.

VI. [§600] GENERAL PROVISIONS

A. [§601] Notices, Demands, and Communications Between the Parties

Any notice, approval, demand or other communication required or desired to be given pursuant to this Agreement shall be in writing and shall be either (a) personally served at the appropriate address indicted below in this Section 601 (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving party), in which case it shall be effective upon delivery, (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee indicted below in this Section 601, in which case it shall be deemed received and effective seventy-two (72) hours after deposit into the United

States mail, unless sooner received; or (c) sent by facsimile transmission addressed to the addressee at the facsimile number set forth in this Section 601 (with an original copy concurrently mailed to the appropriate addressee indicted below in this Section 601 via the United States mail), in which case it shall be deemed received on the day sent, if received before 5:00 p.m. on a regular business day, or on the following business day if sent at any other time, provided that a written confirmation of the transmission has been received by the transmitting party. The addresses and facsimile numbers for the Developer and the Commission for receipt of any notice, approval, demand or other communication required or desired to be given pursuant to this Agreement is as follows:

If to Developer: Altadena Lincoln Crossing LLC
C/o Dorn-Platz & Company
344 North Central Avenue
Glendale, CA 91203
Attn: Greg Galletly
Phone: (818) 242-2152
Fax: (818) 240-9179

with a copy to: West Altadena Development Corporation
c/o NAREB Investment Division
1301 85th Avenue
Oakland, CA 94621
Attn: Ray Carlisle
Phone: (510) 562-6573
Fax: (510) 568-4582

If to the Commission: The Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Attn: Carlos Jackson, Exec. Director
Phone: (323) 890-7400
Fax: (323) 890-8584

with a copy to: Director of Economic/Redevelopment Div.
The Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Phone: (323) 890-7205

Fax: (323) 838-1079

with a copy to: Director of Construction Management
The Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Phone: (323) 890-7039
Fax: (323) 890-8579

with a copy to: Brown, Winfield & Canzoneri, Inc.
300 S. Grand Ave., Suite 1500
Los Angeles, CA 90071
Attn: Sung Shin, Esq.
Phone: (213) 687-2100
Fax: (213) 687-2149

Addresses for notice may be changed from time to time by written notice to all other parties. Notwithstanding that notices shall be deemed given when delivered, if the receiving party has changed its address and as a result a notice to such party is not received because the sending party was not notified of the change of address, the receiving party shall be deemed to have received the notice.

B. [§602] Conflicts of Interest

No member, official, or employee of the Commission shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any real estate broker, finder, or any other third person any money or other consideration for obtaining this Agreement.

C. [§603] Non-liability of Commission Officials and Employees

No member official, or employee of Commission shall be personally liable to the Developer in the event of any default

or breach by the Commission or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

D. [§604] Unavoidable Delay: Extension of Times of Performance

In addition to the specific time periods otherwise provided by this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to Unavoidable Delays. An extension of time for any such cause shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the Unavoidable Delay. If, however, notice by the party claiming such extension is sent to the other party more than ten (10) days after the commencement of the Unavoidable Delay, the period shall commence to run only ten (10) days prior to the giving of such notice. Notwithstanding any other provision of this Agreement, no party shall be entitled to extensions of time, under the foregoing provisions of this Section 604 or any similar provision of law, cumulatively exceeding three hundred sixty-five (365) days. Times of performance under this Agreement may also be mutually extended in writing by the Commission's Executive Director and the Developer.

E. [§605] Inspection of Books and Records

The Commission has the right, upon forty-eight (48) hours prior written notice, at all reasonable times, to inspect the books and records of the Developer and any consultants and contractors pertaining to the Site as pertinent to the purpose of this Agreement.

The Developer also has the right, upon forty-eight (48) hours notice, at all reasonable times, to inspect the books and records of the Commission pertaining to the Site as pertinent to the purposes of this Agreement.

F. [§606] Plans and Data

1. Where the Developer does not proceed with the development of the Site, its obligations under this Agreement, or if this Agreement is terminated pursuant to Sections 510 and 511 hereof or for any other reason, the Developer shall deliver to the Commission, free of any charge or payment therefor, any

and all plans, drawings, designs, studies and data (collectively, "Plans") concerning the Site together with a bill of sale therefor confirming that all of the Developer's rights in and to said plans, drawings, designs, studies and data have been transferred to the Commission, and the Commission or any other person or entity designated by the Commission shall be free to use such plans and data to the extent allowed by law including plans, drawings, designs, studies and data previously delivered to the Commission, for any reason whatsoever without cost or liability therefor to the Developer or any other person.

2. In the event that any of the Plans, drawings, and documents referred to in Section 606 (1) herein are prepared or secured by Developer from subcontractors, all such subcontractors shall provide for assignment to Commission, as provided in Section 318 above, in the event of termination of this Agreement in conformance with the above provisions. In the event that said subcontracts do not include said assignment provisions, Developer shall indemnify Commission for any damages incurred as a result of its reliance on the assignment provisions of Section 606 (1) herein and shall reimburse Commission for any and all costs or expenses necessary to secure the drawings, plans, or documents from the subcontractors.

G. [§607] Approvals

Approvals required of the Commission or the Developer may be granted or withheld in the Commission's sole and absolute discretion unless otherwise expressly specified herein. The Commission's Executive Director (or any person designated by him from time to time) is authorized to issue any notice, sign any document, and grant any consent or approval on behalf of the Commission pursuant to this Agreement.

H. [§608] Improvements to Developer Site and Offsites

As material consideration for the execution of this Agreement, the Developer agrees to complete certain improvements to the Developer Parcel and related offsite improvements (if any) as listed in the Scope of Development (Attachment No. 4) in accordance with the Schedule of Performance (Attachment No. 5).

I. [§609] Real Estate Commissions

The Commission shall not be liable for any real estate commissions, brokerage fees or finder's fees which may arise from the sale of the Site to Developer. The Commission and the Developer each represents that it has employed no broker, agent, or finder in connection with this transaction.

J. [§610] Developer's Representations and Warranties

The Developer covenants, represents and warrants as of the date of this Agreement as follows:

K. [§611] Warranty Against Payment of Consideration for Agreement

The Developer has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal cost of conducting business and cost of professional services such as architects, engineers, attorneys and other consultants.

L. [§612] Organization and Standing of Developer

The Developer is a limited liability company, duly organized and in good standing under the laws of the State of Delaware, is duly qualified to transact business and in good standing in the State of California, and has all requisite power and authority to own and operate its properties, to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

M. [§613] Licenses

The Developer has duly obtained and maintained, and will continue to obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate the development to be constructed pursuant to this Agreement.

N. [§614] Authorization and Consents

The execution, delivery and performance of this Agreement is consistent with all consents, approvals and authorizations of all applicable governmental authorities.

O. [§615] Litigation and Compliance

To the best of the knowledge of the Developer, there are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of the Developer, if determined adversely to the Developer, would have a materially adverse effect on the financial condition of the Developer; nor is the Developer in violation of any laws or ordinances. To the best of the knowledge of the Developer, there are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of any member of the Developer (or any member or manager of such member), which if determined adversely to such party, would have a materially adverse effect on the financial condition of the Developer or the Project.

P. [§616] Default

To the best of the Developer's knowledge, there are no facts now in existence which would, with the giving of notice or the lapse of time, or both, constitute a default hereunder by the Developer.

Q. [§617] Compliance with Scope of Development

The construction and completion of any or all of the Scope of Development to be constructed on the Site by the Developer will be in accordance and compliance with all Plans approved by the Commission pursuant to this Agreement, and as completed: (i) will comply with all applicable Governmental Restrictions, including, without limitation, compliance with all laws and ordinances necessary to permit development, completion, use, and sale, as permitted by this Agreement; (ii) will not encroach upon the land of others or abound any easement or right-of-way; (iii) will be wholly within any enforceable building restriction lines, however established, and will not violate any enforceable use, easement, license, covenant, condition or restriction.

R. [§618] Notice From Governing Jurisdiction

The Developer has not received any notice from any governing jurisdiction of any violation of laws and ordinances, nor any notice requiring any improvements or alteration to be made in connection with the Scope of Development to be constructed on the Site other than those specified in this Agreement.

The Developer shall notify and provide to its employees, and shall require each contractor and subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment No. 13 to this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

The Developer acknowledges that the Commission and the County place a high priority on the implementation of the Safely Surrendered Baby Law. The Developer understands that it is the Commission's policy to encourage all contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The Developer will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Developer with the poster to be used.

D. [§704] Jury Service

The Developer shall comply with, and shall cause its contractors and subcontractors to comply with (and shall include in all of its contracts with such contractors and subcontractors) the provisions of Attachment No. 11 attached hereto.

E. [§705] Federal Lobbyist Requirements

The Developer is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Developer must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all

persons and/or subcontractors acting on behalf of the Developer will comply with the Lobbyist Requirements as set forth in the Federal Lobbyist Certification, which is attached hereto as Attachment No. 12.

Failure on the part of the Developer or persons/subcontractors acting on behalf of the Developer to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

F. [§706] Termination for Improper Consideration

The Commission may, by written notice to Developer, immediately terminate the right of Developer to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Developer, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Developer's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Developer as it could pursue in the event of default by the Developer.

The Developer shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service the provision of travel or entertainment, or tangible gifts.

G. [§707] Commission's Quality Assurance Plan

The Commission or its agents will evaluate Developer's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Developer's compliance with all contract terms and performance standards. Developer deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Developer. If

improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement, upon providing notice in accordance with Section 601, or impose other penalties as specified in this Agreement.

H. [§708] Compliance with Laws

Developer agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Agreement, including, but not limited to, Sections a-f below. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and Title 24 of the Code of Federal Regulations (CFR) Part 85.

(a) Civil Rights Act of 1964, Title VI

Developer shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

(b) Section 109 of HUD Act of 1974

Developer shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded form participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(c) Executive Order 11246 and 11375 Equal Opportunity in Employment (Non-discrimination in Employment by Government Contractors and Subcontracts)

Developer shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer will take affirmative action to ensure that applicants

are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the non-discrimination clause.

The Developer will, in all solicitations for advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Developer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Developer's comments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Developer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Developer will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Developer's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed an remedies invoked as

provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Developer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Developer will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Developer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Developer may request the United States to enter into such litigation to protect the interests of the United States.

(d) Section 3 of the Housing and Community Development Act of 1968, As Amended, 12 U.S.C. 1701 et seq.

Developer shall comply with Section 3 of the Housing and Community Development Act of 1968, as Amended 12 U.S.C. 1701 et seq., which requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the Project Area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(e) Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973.

No person in the United States shall be excluded from participation in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified handicapped individual.

(f) Section 20688.3 of the Public Contract Code.

To the greatest extent feasible, opportunities for training and employment arising from any contract for work to be performed in connection with any redevelopment project shall be given to the lower income residents of the Project Area.

I. [§709] Access and Retention of Records

Developer shall provide access to the Commission or any of its duly authorized representatives to any books, documents, papers and records of the Developer which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts and transcription.

J. [§710] Safety Standards and Accident Prevention

The Developer shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Developer shall provide all safeguards, safety devises and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

K. [§711] Drug-Free Workplace Act of the State of California

Developer certifies under penalty of perjury under the laws of the State of California that the Developer will comply with the requirements of the Drug-Free Workplace Act of 1990.

L. [§712] Severability

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

M. [§713] Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

N. [§714] Developer's Warranty of Adherence to County's Child Support Compliance Program

The Developer acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Developer's duty under this Agreement to comply with all applicable provisions of law, Developer warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. [§715] Termination for Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program

Failure of Developer to maintain compliance with the requirements set forth in Section 714, "Developer's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Developer under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Commissioners may terminate this Agreement pursuant to Sections 621 hereinabove.

P. [§716] Post L.A.'s Most Wanted Delinquent Parents List

Developer acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Developer understands

that it is County's and Commission's policy to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Developer's place of business. District Attorney will supply Developer with the poster to be used.

Q. [§717] Independent Developer

This Agreement does not, is not intended, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Developer.

R. [§718] Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

S. [§719] Copyright

No report or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Developer. All documents become the property of the Commission and the Commission holds all rights to said data.

T. [§720] Confidentiality of Reports

The Developer shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

U. [[§721] Reserved

V. [§722] Safety Standards and Accident Prevention

The Developer shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Developer shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and

health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

W. [§723] Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Developer agrees to use recycled-content paper to the maximum extent possible on this project.

X. [§724] Notice to Employees Regarding the Federal Earned Income Credit

The Developer shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Attachment No. 14).

Y. [§725] Employment and Training

To the extent there are new hires required to develop the Project, the Developer agrees to undertake during construction to provide employment and training opportunities to low to moderate-income persons residing within the Project Area.

The Developer shall establish an out-reach program to encourage local minority owned businesses and woman owned businesses to bid for subcontracts offered in connection with the Development of the Project. The Developer shall use the following media in its out-reach program: newspaper advertising, public meeting attendance, and the location of a trailer at or near the Project. The Developer's out-reach program shall be reasonably approved by the Commission. The Developer shall open a work source center at a location within or reasonably proximate to the Site for making information available to potential subcontractors regarding the proposed subcontracts.

The Developer shall use its commercially reasonable efforts to cause its contractors and subcontractors to take affirmative steps to solicit, encourage and cause the hiring of persons residing within the boundaries of the Project Area.

Z. [§726] Developer Local Business Subsidy

If the Developer, in its sole discretion, determines to execute a lease for space in the Project (a "Local Business Lease") to a "local business" (as defined below), then the rent payable under the Local Business Lease during the first five years of the term of such lease, shall be equal to the following: (a) Developer's advertised annual rental rate (the "Basic Rent") for such space during the first year multiplied by 50%, (b) the Basic Rent for such space during the second year multiplied by 60%, (c) the Basic Rent for such space during the third year multiplied by 70%, (d) the Basic Rent for such space during the fourth year multiplied by 80%, and (e) the Basic Rent for such space during the fifth year multiplied by 90%. A "local business" means a person or entity that has been operating a business within the Project Area for at least 24 months prior to the date of this Agreement.

VIII. [§800] ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement consist of Pages 1 through ____ and Attachment Nos. 1 through 12, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. The Attachments to this Agreement include the following:

Attachment No. 1	Map of the Site
Attachment No. 2	Legal Description of the Site
Attachment No. 3	Legal Description of the Commission Parcels
Attachment No. 4	Scope of Development
Attachment No. 5	Schedule of Performance
Attachment No. 6	Legal Description of the Developer Parcels
Attachment No. 7	Memorandum of DDA
Attachment No. 8	Form of Grant Deed
Attachment No. 9	Description of Alley
Attachment No. 10	Required Construction Contract Provisions
Attachment No. 11	Jury Service Requirements
Attachment No. 12	Federal Lobbyist Certification
Attachment No. 13	Safely Surrendered Baby Law Fact Sheet

Attachment No. 14 Internal Revenue Service Notice 1015 regarding Federal Earned Income Credit

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Commission and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Commission and the Developer.

IX. [§900] TIME FOR ACCEPTANCE OF AGREEMENT BY COMMISSION

This Agreement, when executed by the Developer and delivered to the Commission, must be authorized, executed, and delivered by the Commission within forty-five (45) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution, and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the Commission and all references in this Agreement to the "date of this Agreement" shall be deemed a reference to the effective date of this Agreement.

{signatures on next page}

"COMMISSION"

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By: _____
Carlos Jackson
Executive Director

Date: _____

APPROVED AS TO PROGRAM FOR THE COMMISSION:

By: _____
Corde Carrillo, Director
Economic/Redevelopment Division

"DEVELOPER"

ALTADENA LINCOLN CROSSING LLC, a Delaware limited liability company

By: DPP Altadena LLC, a Delaware limited liability company, Manager

By: _____
Greg Galletly
Manager

By: West Altadena Development Corp., a California corporation
Member

By: _____
Ray Carlisle
President

Date: _____

APPROVED AS TO FORM FOR THE COMMISSION:

RAYMOND G. FORTNER, JR., COUNTY COUNSEL

By: _____
DEPUTY

"COMMISSION"

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By: _____
Carlos Jackson
Executive Director

Date: _____

APPROVED AS TO PROGRAM FOR THE COMMISSION:

By: _____
Corde Carrillo, Director
Economic/Redevelopment Division

"DEVELOPER"

ALTADENA LINCOLN CROSSING LLC, a Delaware limited liability company

By: DPP Altadena LLC, a Delaware limited liability company, Manager

By: _____
Greg Galletly
Manager

By: West Altadena Development Corp., a California corporation Member

By: _____
Ray Carlisle
President

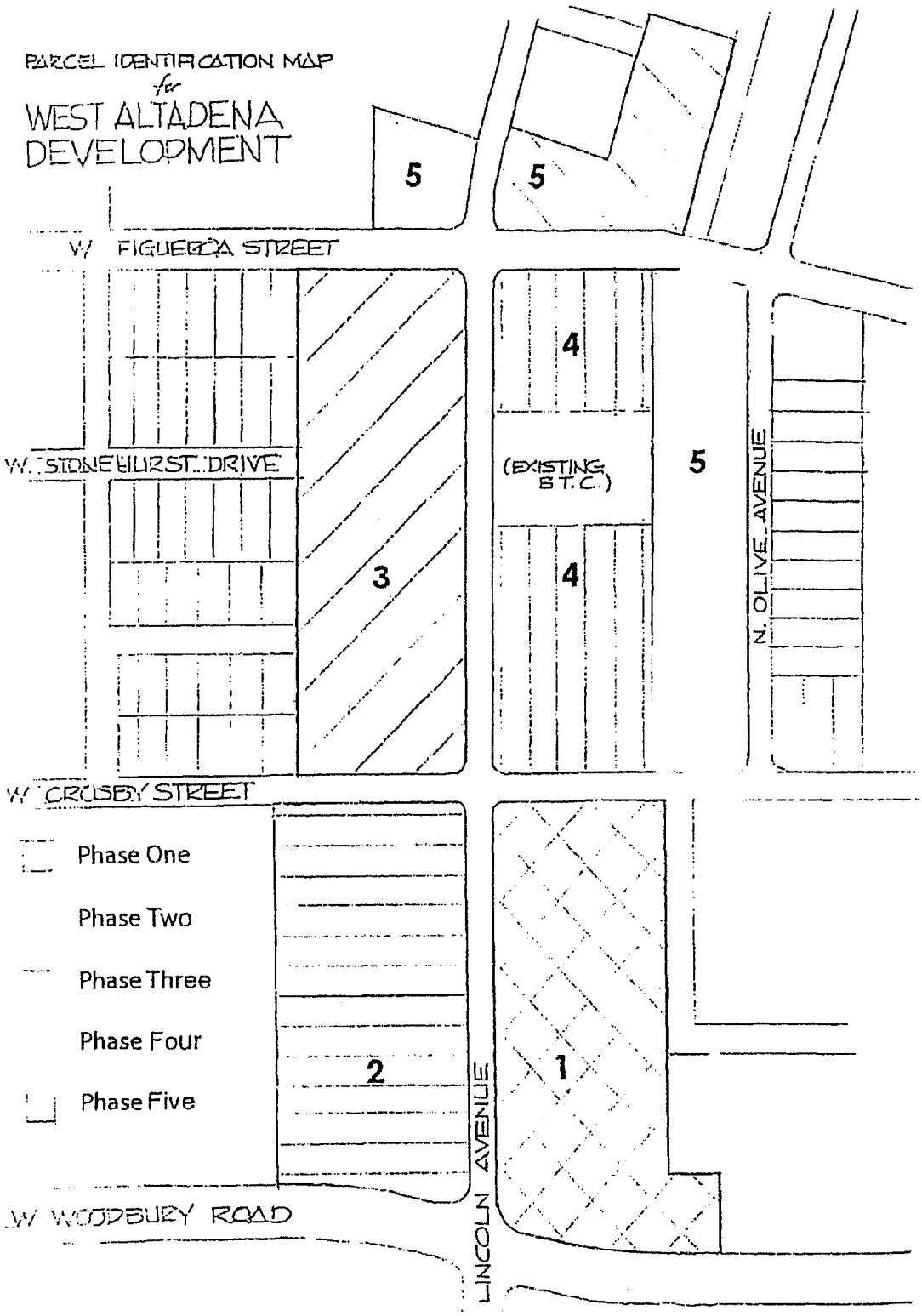
Date: Feb 16, 2005

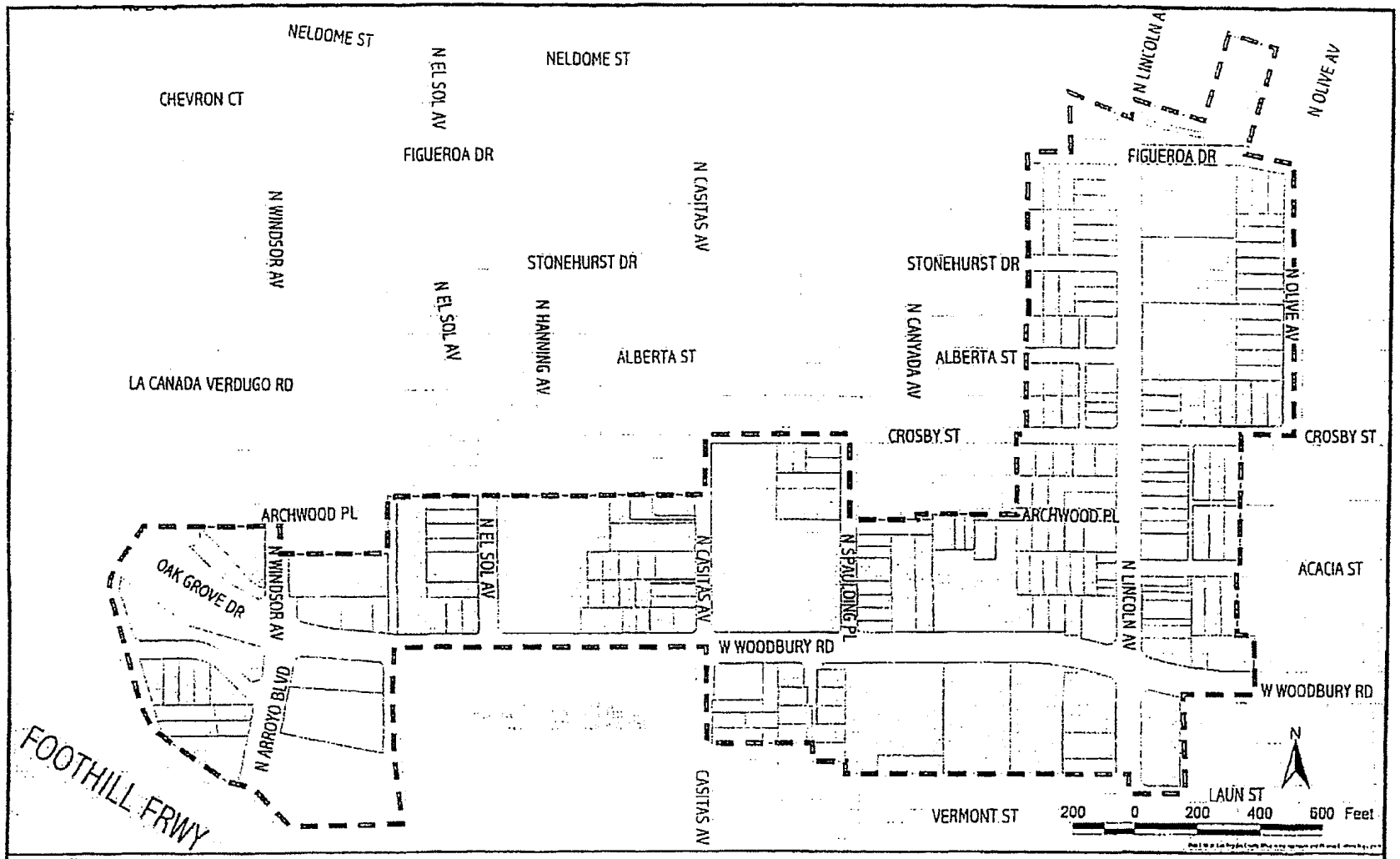
APPROVED AS TO FORM FOR THE COMMISSION:

RAYMOND G. FORTNER, JR., COUNTY COUNSEL

By: _____
DEPUTY

Attachment No. 1
Map of the Site


PARCEL IDENTIFICATION MAP
for
WEST ALTADENA
DEVELOPMENT
5
5
W. FIGUEROA STREET
4
W. STONEHURST DRIVE
(EXISTING S.T.C.)
5
3
4
N. OLIVE AVENUE
W. CROSBY STREET
Phase One
Phase Two
Phase Three
Phase Four
Phase Five
2
1
LINCOLN AVENUE
W. WOODBURY ROAD



Community Development Commission of the County of Los Angeles

West Altadena
Community Redevelopment Project Area

Redevelopment Project Boundary

County Areas
Unincorporated Area
Incorporated Area

Attachment No. 2
Legal Description of the Site

Attachment No. 3
Legal Description of the Commission Parcels

File No: 05004094

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

The North 24 feet of Lot 2 and the South 16 feet of Lot 1 of Tract No. 327, in the Rancho San Pasqual, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 2:

The South 38 feet of Lot 2 except the South 8 feet thereof of Tract No. 327, in the Rancho San Pasqual, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 3:

Lot 3, together with the South 8 feet of and Lot 2 and the North 17 feet of Lot 4 all in Tract No. 327, in the Rancho San Pasqual, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 4:

Those portions of Lots 1, 2 and 3 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the intersection of the Southerly line of the Northerly 40 feet of said Lot 2 with the Westerly line of said Lot 2; thence Northerly along said Westerly 22.67 feet to the true point of beginning, said true point of beginning also being the beginning of a curve concave Northeasterly having a radius of 25 feet tangent to said Westerly line and tangent to a line parallel line with and distant 50 feet Northeasterly measured at right angles from a line which bears South 72° 37′ 55″ East and passes through a point in the centerline of Lincoln Avenue 80 feet wide as shown on said map distant North 0° 37′ 50″ West thereof 74.91 feet from a line parallel with and 30 feet Southerly measured at right angles from the Southerly line of said Lot 1 of said tract; thence Southeasterly along said curve 31.41 feet to said first mentioned parallel line; thence South 72° 37′ 55″ East 8.31 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 950 feet; thence Southeasterly along said last mentioned curve 138.96 feet to the Easterly line of said Lot 1; thence Northerly along the Easterly lines of said Lots 1, 2 and 3 to the Northerly line of the Southerly 20 feet of said Lot 3; thence Westerly along said last mentioned Northerly line to the Westerly line of said Lot 3; thence Southerly along the Westerly lines of said Lost 2 and 3 to the true point of beginning.

PARCEL 5:

Lot 38 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

Except therefrom those portions of said lots included within a strip of land 50 feet wide the Southerly boundary of which is described as follows:

Beginning at a point in the centerline of Lincoln Avenue 80 feet side as shown on said map distant North 0° 37′ 50″ West thereon 74.91 feet from a line parallel with and 30 feet Southerly measured at right angles from the Southerly line of Lot 1 of said tract; thence South 72° 37′ 55″ East 52.29 feet to the beginning of a curve concave to the North having a radius of 1000 feet tangent to said last mentioned course and tangent to a line parallel with and 20 feet Southerly measured at right angles from the Southerly line of said Lot 35; thence Easterly along said curve 313.63 feet to said last mentioned parallel line; thence South 89° 23′ 55″ East along said last mentioned parallel line 100 feet.

PARCEL 6:

Then North 30 feet of Lot 3 and the South 10 feet of Lot 4 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 7:

That portion of Lot 4 beginning at a point 10 feet North of the Southwest corner of Lot 4; thence North 21.70 feet; thence East 160 feet; thence South 21.70 feet; thence West 160 feet to the point of beginning of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 8:

The North 18.30 feet of Lot 4 and all of Lot 5, except the North 8.30 feet thereof of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 9:

The South 12 feet of Lot 6 and North 8 feet of Lot 5 of Scribner's Tract, Rancho San Pasqual, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 10:

The Westerly 150 feet of Lot 6 of Scribner's Tract, in the Rancho San Pasqual, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 11:

Lot 7 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 12:
Lot 6 and the Southerly 27 feet of Lot 5 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 13:

The South 5 feet of Lot 4 and the North 35 feet of Lot 5 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 14:

Lot 1 except the Southerly 16 feet thereof of Tract No. 327, in the Rancho San Pasqual, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 15:

The Northerly 40 feet of the Southerly 45 feet of Lot 4 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 16:

Lot 13 of Tract No. 327, in the Rancho San Pasqual, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 17:

Lot 15 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 18:

Lot 33 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 19:

Lot 34 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 20:

Lot 9 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 21:

Lot 8 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

PARCEL 22:

Lot 14 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom all oil, gas, minerals, and other hydrocarbon substances but with no right of surface entry, as provided in deeds of record.

PARCEL 23:

Lot 32 of Tract No. 327, as shown on a map recorded in Book 14, Page 77 of Maps, in the office of the County Recorder of said County.

PARCEL 24:

Lots 35, 36 and 37 of Scribner's Tract, as shown on a map recorded in Book 22, Page 192 of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom those portions fo said lot included within a strip of land 50 feet wide, the Southerly boundary of which is described as follows:

Beginning at a point in the centerline of Lincoln Avenue 80 feet wide as shown on said map distant North 0° 37′ 50″ West thereon 74.91 feet from a line parallel with and 30 feet Southerly measured at right angles from the Southerly line of Lot 1 of said tract; thence South 72° 37′ 55″ East 52.29 feet to the beginning of a curve concave to the North having a radius of 1000 feet tangent to said last mentioned course and tangent to a line parallel with and 20 feet Southerly measured at right angles from the Southerly line of said Lot 35; thence Easterly along said curve 313.65 feet to said last mentioned parallel line; thence North 89° 23′ 55″ East along said last mentioned parallel line 100 feet.

Attachment No. 4
Scope of Development

SCOPE OF THE DEVELOPMENT

PHASE 1 – See Parcel Identification Map

Parcel 1: Northeast corner of Lincoln Ave. & Woodbury Rd. between Woodbury & Crosby Ave.

24 Hr. Fitness	37,000 sq ft
Supermarket	37,500 sq ft
Retail	25,500 sq ft
Residential	9,625 sq ft

PHASE 2 – See Parcel Identification Map

Parcel 7: Northwest corner of Lincoln Ave. & Woodbury Rd. between Woodbury Rd. & Crosby St.

Retail	20,000 sq ft
Tech School/ Office	40,000 sq ft
Restaurant	6,000 sq ft
Residential	18 units

PHASE 3 – See Parcel Identification Map

Parcels 2a & 2b: East side of Lincoln Ave. between Crosby Ave. & Figueroa St.

Retail and Offices (2a)	20,000 sq ft
Residential	15 Units
Offices (2b)	30,000 sq ft

PHASE 4 – See Parcel Identification Map

Parcel 6: West side of Lincoln Ave. between Crosby St. & Figueroa St.

Retail	44,000 sq. ft.
Offices	14,000 sq. ft.
Restaurants	6,000 sq. ft.
Residential	30 units

PHASE 5 – See Parcel Identification Map

Parcel 3: West side of Olive Ave. between Crosby Ave. and Figueroa St.

Residential	40 units

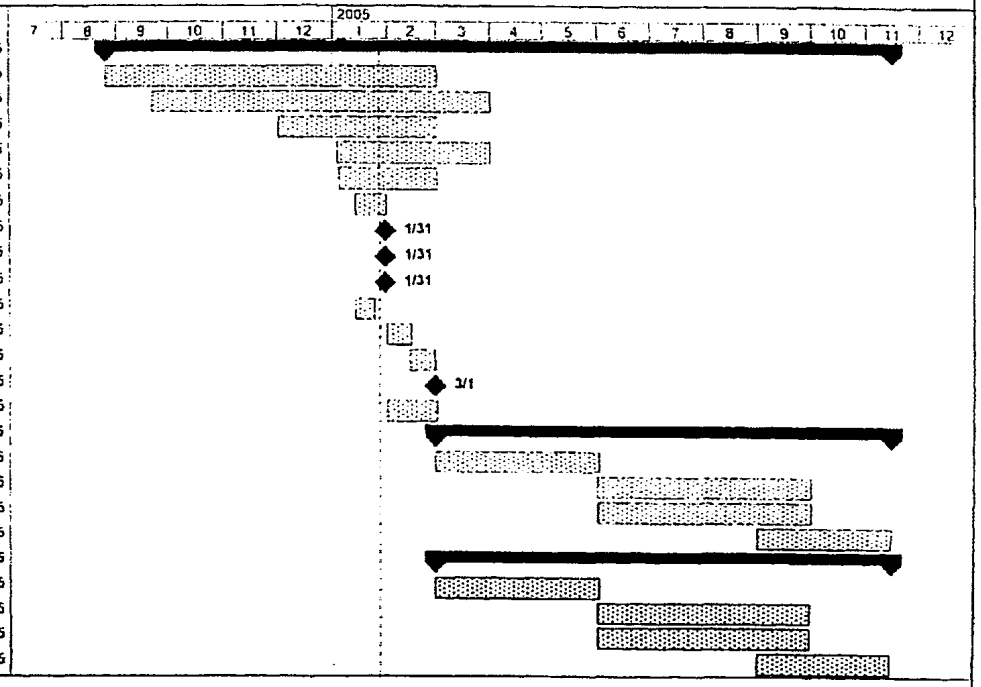
Parcel 4 & 5: North side of Figueroa St.

Development or rehabilitation of existing buildings

Attachment No. 5
Schedule of Performance

Altadena - Schedule of Performance

ID	Task Name	Duration	Start	Finish
1	**Phase I**	**319 days?**	**Thu 8/26/04**	**Tue 11/15/05**
2	Plot Plan Review Submittal (Market)	134 days?	Thu 8/26/04	Tue 3/1/05
3	Conditional Use Permit Submittal (Fitness Quadrant)	138 days?	Wed 9/22/04	Fri 4/1/05
4	Plan Check Submittal - Market	64 days?	Thu 12/2/04	Tue 3/1/05
5	Plan Check Submittal - 24 Hour Fitness	64 days?	Tue 1/4/05	Fri 4/1/05
6	Grading Permit Submittal	40 days?	Wed 1/5/05	Tue 3/1/05
7	Detailed Construction Schedule	12 days?	Fri 1/14/05	Mon 1/31/05
8	Proof of Financing from Construction Lender	0 days	Mon 1/31/05	Mon 1/31/05
9	Signed Market Lease	0 days	Mon 1/31/05	Mon 1/31/05
10	Signed 24 Hour Lease	0 days	Mon 1/31/05	Mon 1/31/05
11	Early Occupancy Licensing Agreement	7 days?	Fri 1/14/05	Mon 1/24/05
12	Relocation - Lots 1&2 @ 394-406 Crosby	10 days?	Tue 2/1/05	Mon 2/14/05
13	Site Mobilization, Utility & Demo	11 days?	Mon 2/14/05	Mon 2/28/05
14	Building Permits	0 days	Tue 3/1/05	Tue 3/1/05
15	Finalize DDA	21 days	Tue 2/1/05	Tue 3/1/05
16	**Market Construction**	**186 days?**	**Tue 3/1/05**	**Tue 11/15/05**
17	Site & Grading	68 days?	Tue 3/1/05	Thu 6/2/05
18	Shell Construction	87 days?	Thu 6/2/05	Sat 10/1/05
19	Parking Garage	87 days?	Thu 6/2/05	Sat 10/1/05
20	Tenant Improvements	54 days?	Thu 9/1/05	Tue 11/15/05
21	**24 Hour Fitness Construction**	**186 days?**	**Tue 3/1/05**	**Tue 11/15/05**
22	Site & Grading	68 days?	Tue 3/1/05	Thu 6/2/05
23	Shell Construction	87 days?	Thu 6/2/05	Fri 9/30/05
24	Parking Garage	87 days?	Thu 6/2/05	Fri 9/30/05
25	Tenant Improvements	54 days?	Thu 9/1/05	Tue 11/15/05

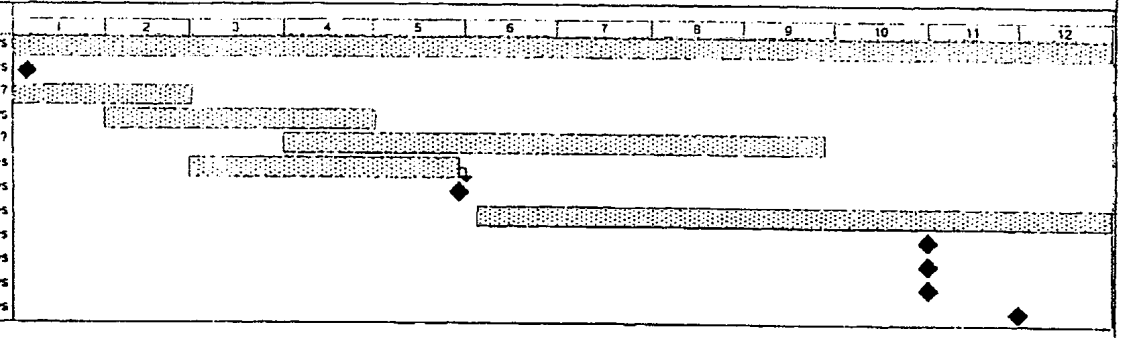


Project: Altadena Schedule of Perform
Date: Thu 1/27/05

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Altadena
Future Phases - Sequence of Events

ID	Task Name	Duration
1	Preconstruction	365 days
2	Developer Submits Notice to Proceed	0 days
3	Developer Submits Conceptual Plan for PAC Review	60 days?
4	CDC Initiates Appraisal Process	90 days
5	CDC Completes Land Acquisition & Relocation	180 days?
6	Developer Completes Design Development & Schematic Plans	90 days
7	PAC Approval of Design Development & Schematic Plans	0 days
8	Developer Initiates Working Drawings	210 days
9	Developer Submits Evidence of Financing	0 days
10	Developer Submits Detailed Contruction Schedule	0 days
11	Developer Submits Community Outreach & Workforce Plan	0 days
12	Final PAC Approval	0 days



Project: Altadena Sequence of Events
Date: Thu 1/27/05

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

Attachment No. 6
Legal Description of the Developer Parcels

Lot 16 of Tract 327, as shown on a map recorded in Book 14, Page 77 of Maps in the Office of the County Recorder of Los Angeles County.

Attachment No. 7
Memorandum of DDA

WHEN RECORDED
RETURN TO:

_____
_____
_____
_____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum"), dated for identification purposes as of March ____, 2005, is entered into by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (the "Commission") and ALTADENA LINCOLN CROSSING LLC, a Delaware limited liability company (the "Developer").

1. Disposition and Development Agreement. The Commission and Developer have entered into a Disposition and Development Agreement ("Agreement"), dated as of March ____, 2005 which provides for the acquisition and development of that certain real property located in the County of Los Angeles, State of California, more fully described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Site"). The Agreement is available for public inspection and copying at the office of the Commission at _____, _____, California. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though written out at length herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document.

2. Purpose of Memorandum. This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. If any inconsistency exists between the terms, conditions, provisions and covenants of this Memorandum and the terms, conditions, provisions and covenants of the Agreement, the terms, conditions, provisions and covenants of the Agreement shall prevail.

The parties have executed this Memorandum of Agreement on the dates specified immediately adjacent to their respective signatures

"COMMISSION"

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By: _____
Carlos Jackson
Executive Director

Date: _____

APPROVED AS TO PROGRAM FOR THE COMMISSION:

By: _____
Corde Carrillo, Director
Economic/Redevelopment Division

"DEVELOPER"

ALTADENA LINCOLN CROSSING LLC, a Delaware limited liability company

By: DPP Altadena LLC, a Delaware limited liability company, Manager

By: _____
Greg Galletly
Manager

By: West Altadena Development Corp., a California corporation
Member

By: _____
Ray Carlisle
President

Date: _____

APPROVED AS TO FORM FOR THE COMMISSION:

OFFICE OF THE COUNTY COUNSEL

By: _____
Raymond G. Fortner, Esq.
Deputy

ATTACH NOTARIAL PAGES

EXHIBIT "A" TO ATTACHMENT NO. 7
SITE LEGAL DESCRIPTION

Attachment No. 8
Form of Grant Deed

GRANT DEED

RECORDING REQUESTED BY,	)
MAIL TAX STATEMENTS TO	)
AND WHEN RECORDED MAIL TO:	)
	)
_____	)
_____	)
_____	)
Attn: _____	)
	)

[Space above for Recorder.]

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383.

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic (the "Commission"), acting to carry out the Redevelopment Plan for the West Altadena Community Redevelopment Project Area which was approved and adopted on August 12, 1986, by the Board of Supervisors of the County of Los Angeles by Ordinance No. 86-0136, as amended by Ordinance No. 98-0044 approved and adopted by the Board of Supervisors of the County of Los Angeles on August 11, 1998, as further amended (the "Redevelopment Plan"), for the West Altadena Community Redevelopment Project Area (the "Redevelopment Project"), under the Community Redevelopment Law of California, hereby grants to ALTADENA LINCOLN CROSSING LLC, a Delaware limited liability company ("Developer"), the real property hereinafter referred to as the "Site," described in Exhibit "A" attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record described there.

1. Conveyance in Accordance With Redevelopment Plan and Disposition and Development Agreement. The Site is conveyed in accordance with and subject to the Redevelopment Plan, and a Disposition and Development Agreement entered into between the Commission and Developer, dated March _____, 2005 (the "DDA"), a copy of which is on file with the Commission at its offices as a public record and which is incorporated herein by reference. All capitalized terms used herein and not otherwise defined shall have the same meaning as those used in the DDA.

2. Nondiscrimination Covenants. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site.

The Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming

under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

4. Revisions to Grant Deed. Both the Commission, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Site shall have the right with the mutual consent of the Commission to consent and agree to changes in, or to eliminate in whole or in part, any of the terms contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Site. No amendment to the Redevelopment Plan shall require the consent of the Developer.

"COMMISSION"

COMMUNITY DEVELOPMENT COMMISSION OF
THE COUNTY OF LOS ANGELES

By:_____
Carlos Jackson

Executive Director

Date: _____

APPROVED AS TO PROGRAM
FOR THE COMMISSION:

By: _____
Corde Carrillo, Director
Economic/Redevelopment
Division

APPROVED AS TO FORM
FOR THE COMMISSION:

OFFICE OF THE COUNTY COUNSEL

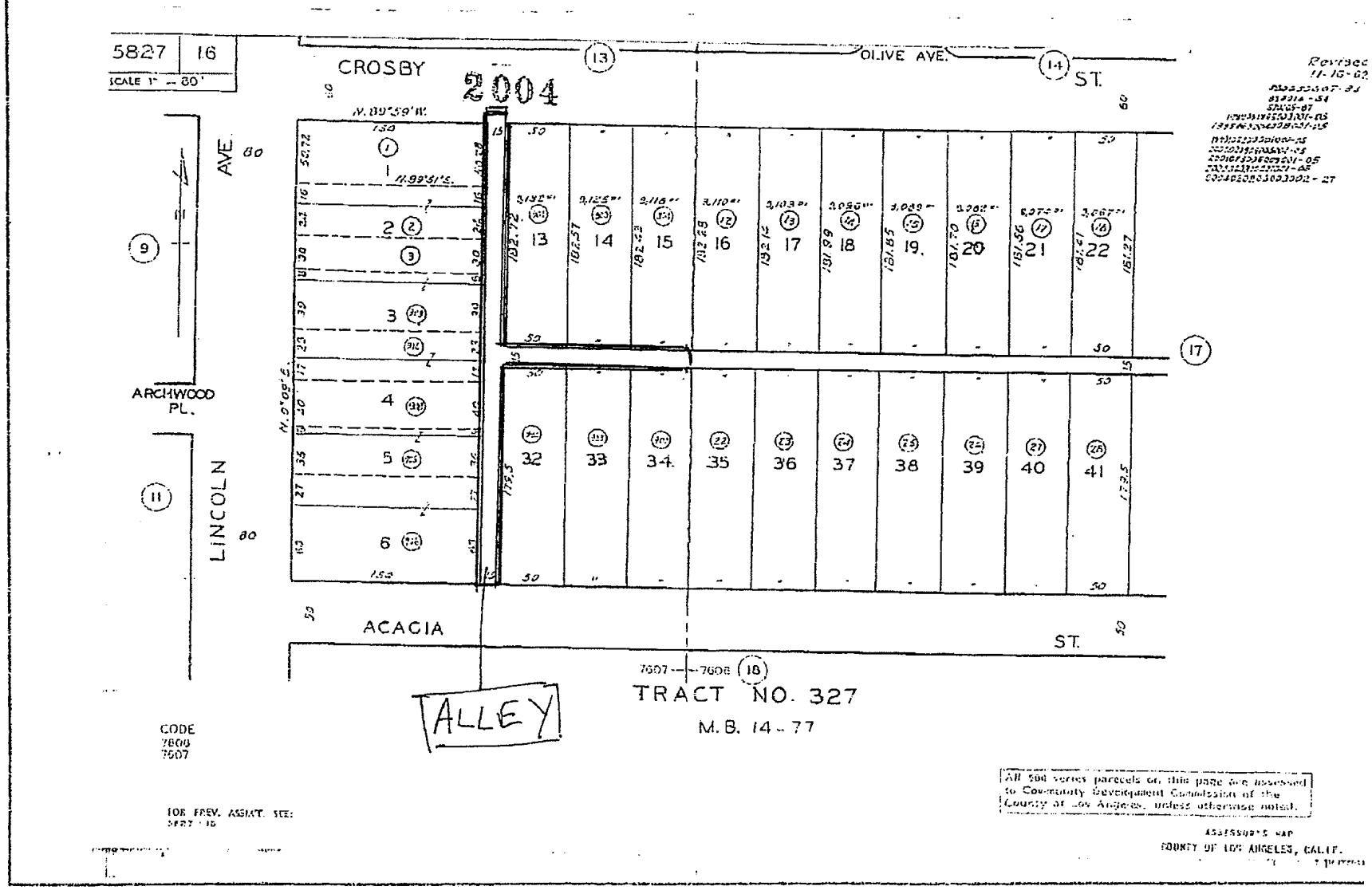
By: _____
Raymond G. Fortner, Esq.
Deputy

EXHIBIT A TO ATTACHMENT NO. 8
LEGAL DESCRIPTION OF PROPERTY TO BE CONVEYED TO DEVELOPER

Attachment No. 9
Description of Alley

View enlarged map | View printing instructions

County of Los Angeles Rick Auerbach, Assessor



Attachment No. 10
Required Construction Contract Provisions

ATTACHMENT NO. 10

Contractor Responsibility and Debarment

a. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible contractors.

b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the Commission.

c. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

d. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

f. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of Commission contractors.

Attachment No. 11
Jury Service Requirements

STANDARD CONTRACT LANGUAGE FOR THE CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

SECTION ___

COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

Attachment No. 12
Federal Lobbyist Certification

FEDERAL LOBBYIST REQUIREMENTS
CERTIFICATION

Name of Firm:_____Date: _____

Address: _____

State: _____Zip Code: _____Phone No. :_____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name:_____Title:_____

Signature:_____ Date: _____

Attachment No. 13
Safely Surrendered Baby Law Fact Sheet

SOLICITATION LANGUAGE:

Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix___ (title) of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

CONTRACT LANGUAGE:

NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit___ (title) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente *Siempre que el bebé no haya sufrido abuso ni negligencia,* padres pueden entregar a su recién nacido sin temor a ser *arrestados o procesados*

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo *en forma legal, confidencial* y segura. dentro de los tres días del nacimiento El bebé debe ser entregado a un empleado de una sala de *emergencias o de un* cuartel de bomberos del Condado de Los Angeles Siempre que el bebé no presente signos de *abuso o negligencia,* no será necesario suministrar nombres ni información alguna Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé. los trabajadores utilizarán brazaletes para poder vincularlos El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé *La ley permite que otras personas* lleven al bebé si tienen la custodia legal del menor

¿Los padres deben llamar antes de llevar al bebé?

No El padre/madre puede llevar a su bebé en cualquier momento. las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes. que resultan de gran utilidad para los cuidados que recibirá el bebé Es recomendado llenar este cuestionario. pero no es obligatorio hacerlo

¿Qué ocurrirá con el bebé?

El bebé será examinado y. de ser necesario, recibirá tratamiento médico Luego el bebé se entregará a un hogar preadoptivo

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura. serán libres de irse

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda El abandono de un recién nacido lo pone en una situación de peligro extremo Además es ilegal Muy a menudo el abandono provoca la muerte del bebé Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro. esta tragedia ya no debe suceder nunca más en California

Historia de un bebé

A las 8:30 a m del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro Como lo establece la ley, la madre del bebé no se tuvo que identificar Cuando el bebé llegó a la sala de emergencias. *un pediatra lo revisó y determinó que el* bebé estaba saludable y no tenía problemas El bebé fue ubicado *con una buena familia, mientras se iniciaban los trámites* de adopción

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Attachment No. 14
Internal Revenue Service Notice 1015 regarding
Federal Earned Income Credit

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC)
- Your written statement with the same wording as Notice 797

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC)

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Cat. No. 20599I

Attachment A

RESOLUTION

ALTADENA LINCOLN CROSSING PROJECT

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, FINDING THAT THE CONSIDERATION FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT AREA IS NOT LESS THAN THE FAIR REUSE VALUE IN ACCORDANCE WITH COVENANTS AND CONDITIONS GOVERNING SUCH SALE; FINDING THAT THE CONVEYANCE OF THE REAL PROPERTY WILL ASSIST IN THE ELIMINATION OF BLIGHT; APPROVING THE CONVEYANCE OF THE REAL PROPERTY TO ALTADENA LINCOLN CROSSING, LLC; AND APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT PERTAINING THERETO

WHEREAS, the Community Development Commission of the County of Los Angeles (the "Commission") is a public body, corporate and politic, established and authorized to transact business and exercise its powers, all under and pursuant to the California Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code) and the Community Development Commission Law (Part 1.7 of Division 24 of the Health and Safety Code); and

WHEREAS, on August 12, 1986, the Board of Supervisors adopted the West Altadena Community Redevelopment Plan (the "Redevelopment Plan") by Ordinance No. 86-0136; and created the West Altadena Community Redevelopment Project; and all the requirements of law for and precedent to the adoption and approval of the Redevelopment Plan have been complied with; and

WHEREAS, the Board of Supervisors amended the duration of the Redevelopment Plan's activities to be forty years from the date of Redevelopment Plan adoption; and

WHEREAS, the Commission is engaged in activities necessary to execute and implement the Redevelopment Plan for the West Altadena Community Redevelopment Project; and

WHEREAS, in order to implement the Redevelopment Plan, the Commission proposes to convey certain real property (the "Property") in the West Altadena Community Redevelopment Project Area to Altadena Lincoln Crossing, LLC (the "Developer") pursuant to the terms and provisions of the Disposition and Development Agreement (the "DDA") between the Developer and the Commission and which Property is described in Exhibit "A" legal description which is attached and incorporated by reference; and

WHEREAS, the Developer pursuant to the DDA, will acquire the Property from the Commission for not less than fair reuse value for uses in accordance with the Redevelopment Plan and the covenants and conditions of the DDA; and

WHEREAS, the Developer proposes to develop a commercial and residential development on a five (5) acre Site which will eliminate blighting influences in the West Altadena Community Redevelopment Project Area; and

WHEREAS, the proposed Site is a blighted area currently comprised of underutilized commercial, service and residential properties, deteriorated structures and vacant lots; and

WHEREAS, the proposed commercial center project will provide new commercial and residential opportunities to area residents, an improved environment and will become a strong complement to the West Altadena Business District within the West Altadena Community Redevelopment Project Area; and

WHEREAS, the Board of Supervisors on August 12, 1986, approved a resolution certifying completion of an Environmental Assessment/Environmental Impact Report for the West Altadena Community Redevelopment Project Area; and

WHEREAS, the Commission has considered and adopted the findings for the Environmental Assessment/Mitigated Negative Declaration prepared for Phase I of the Altadena Lincoln Crossing Project in the West Altadena Community Redevelopment Project Area pursuant to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the Commission has prepared a summary report required by Section 33433 of the Health and Safety Code setting forth the cost of the DDA to the Commission, the estimated value of the property interest to be conveyed, determined at the highest and best uses permitted under the Redevelopment Plan, and has made the summary report available for public inspection in accordance with the California Community Redevelopment Law; and

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law, the Commission held a public hearing on the proposed conveyance of the Property and the DDA after publication of notice as required by law; and

WHEREAS, the Commission has duly considered all terms and conditions of the proposed conveyance and has found that the redevelopment of the Property pursuant to the DDA assists in the elimination of slum and blight in furtherance of the health, safety, and welfare of the West Altadena community, and in accordance with the public purposes and provisions of applicable Federal, State and local law; and

WHEREAS, the Board of Supervisors must approve the conveyance of the Property to the Developer by the Commission pursuant to Section 33433 of the Health and Safety Code.

NOW, THEREFORE, the Board of Supervisors of the County of Los Angeles, California, resolves as follows:

Section 1. The Board finds that the foregoing recitals are true and correct.

Section 2. The Board, in accordance with Section 33433 of the California Health and Safety Code finds and determines that the consideration for conveyance of the Property by the Commission to Developer pursuant to the DDA is not less than the

fair reuse value at the use and with the covenants and conditions and development costs authorized by the conveyance.

Section 3. The Board finds and determines that the conveyance of the Property by the Commission to the Developer pursuant to the DDA will assist in the elimination of blight and is consistent with the Five-Year Implementation Plan of the Redevelopment Plan adopted pursuant to Section 33490 of the California Health and Safety Code.

Section 4. The conveyance of the Property by the Commission to Developer and the DDA which establishes the terms and conditions for the conveyance and development of the Property are approved.

The foregoing Resolution was on the _____ day of March 2005, adopted by the Board of Supervisors of the County of Los Angeles.

PASSES AND ADOPTED this _____ day of March 2005, by the following vote:

AYES: Supervisors Burke, Yaroslavsky, Knabe, Antonovich and Molina

NOES: None

ABSENT: None

_____
Chair of the Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk Of
The Board of Supervisors

By_____
Deputy

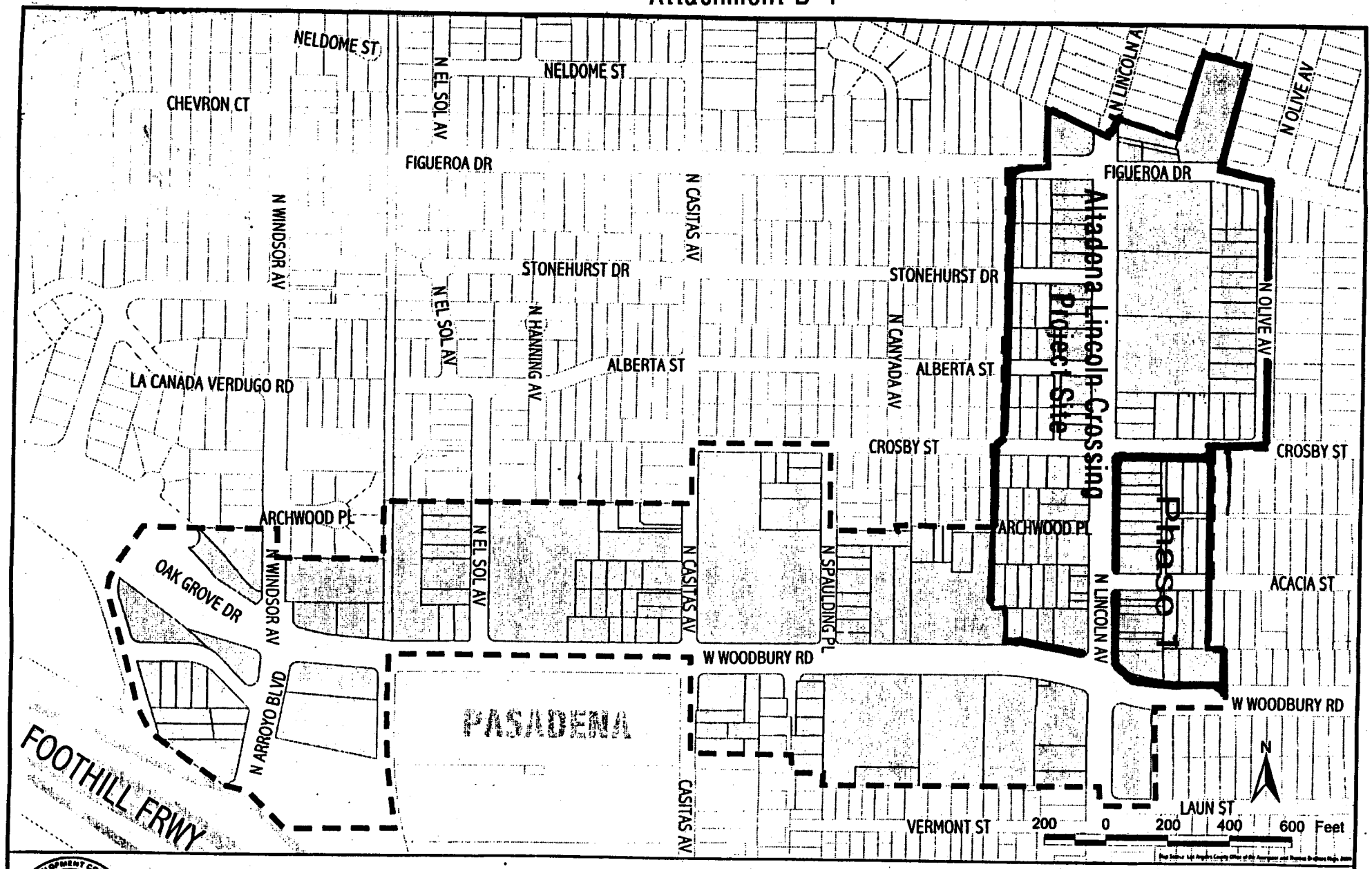
APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

Attachment B

Altadena Lincoln Crossing Project
Phase I
Commission-owned Property List

- 365 West Woodbury Road
- Assessors parcel number 5827-018-022 (Woodbury Road)
- 2172, 2182, 2188, 2194, 2200, 2204, 2210, 2226, 2236, 2242, 2250, 2252, 2264, and 2266 North Lincoln Avenue
- 372, 376, 386, and 394, 396, 404, and 406 (1parcel) Crosby Street
- 369, 372, 377, 380, 383, and 386 Acacia Street



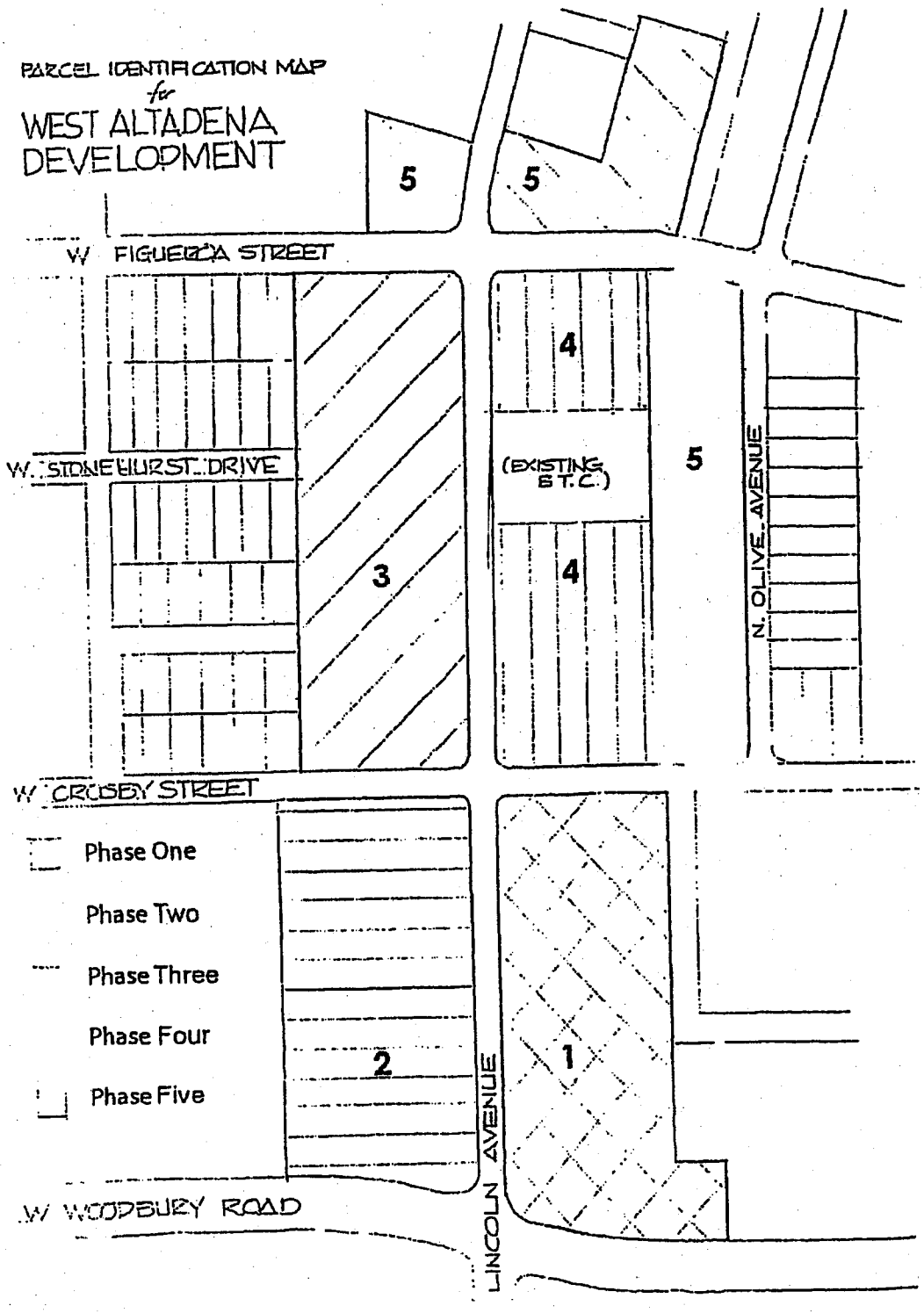
Community Development Commission of the County of Los Angeles

West Altadena
Community Redevelopment Project Area

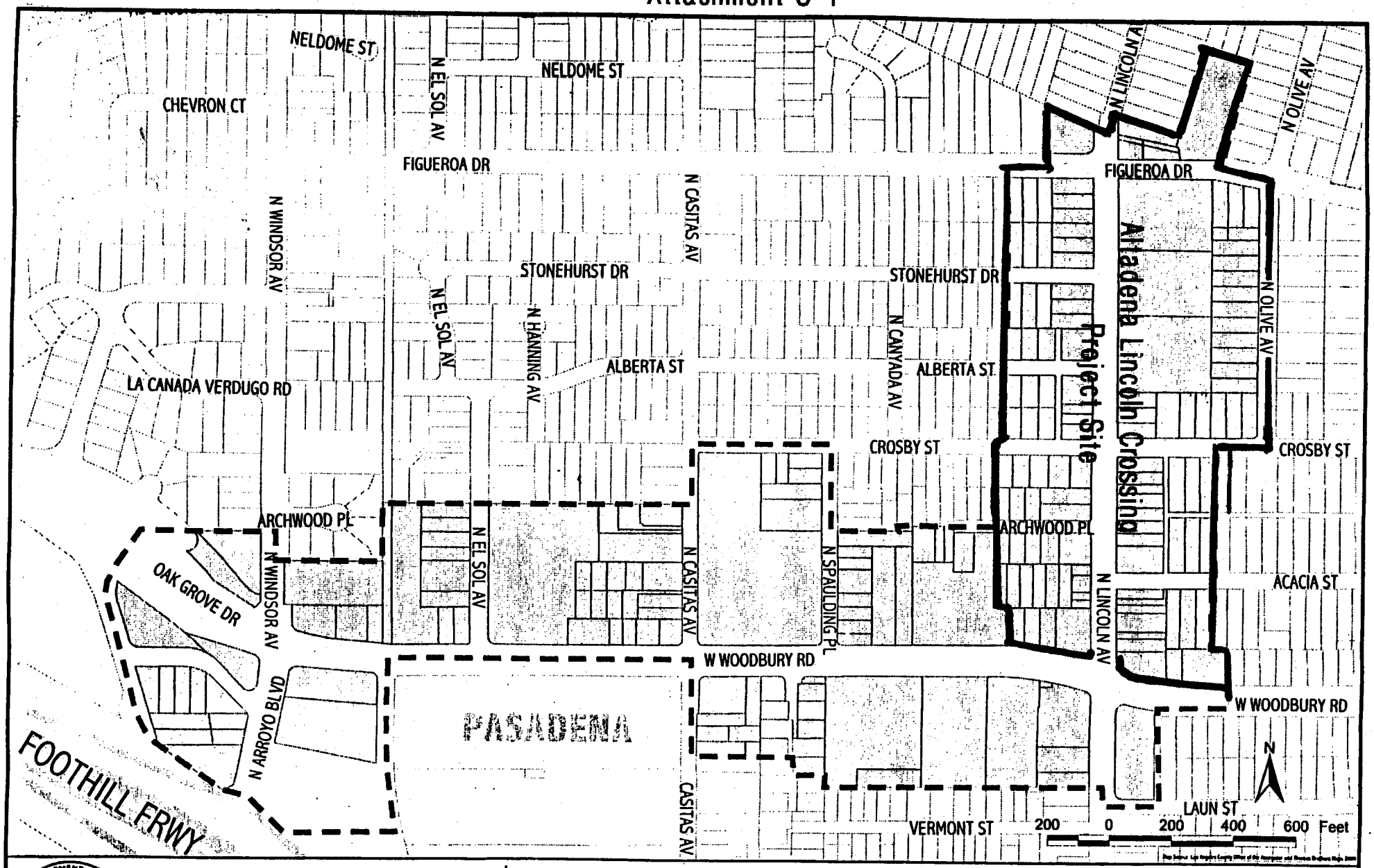
Redevelopment Project Boundary

County Areas
Unincorporated Area
Incorporated Area

Attachment C - Phase Map



Altadena Lincoln Crossing Project



Community Development Commission of the County of Los Angeles

West Altadena
Community Redevelopment Project Area

Redevelopment Project Boundary

County Areas
Unincorporated Area
Incorporated Area

Attachment D

SUMMARY REPORT PURSUANT TO SECTION 33433

ALTADENA LINCOLN CROSSING PROJECT

SUMMARY REPORT PURSUANT TO

SECTION 33433 OF THE

CALIFORNIA HEALTH AND SAFETY CODE

on the

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

and

ALTADENA LINCOLN CROSSING LLC

March 2005

INTRODUCTION

The following Summary Report has been prepared pursuant to Section 33433 of the California Health and Safety Code with the assistance of CB Richard Ellis Consulting (CBRE), a real estate economics consulting firm. The Report outlines the salient parts of the Disposition and Development Agreement ("Agreement") by and between the Community Development Commission of the County of Los Angeles (the "Commission") and Altadena Lincoln Crossing LLC (the "Developer"), which provides for the conveyance of approximately 5 acres of real property to the Developer for Phase I of the development (the "property" or "site"). The purpose of this report is to describe the cost of the Agreement to the Commission, the price paid by the Developer and the value of the real property conveyed.

This report is organized into the six sections summarized below:

I. DESCRIPTION OF THE PROPOSED AGREEMENT

The first section of this Summary Report includes a brief description of the site to be conveyed, the proposed development project, and the major responsibilities of both the Commission and the Developer. For more detailed information, please refer to the Agreement.

II. COST OF THE AGREEMENT TO THE COMMISSION

This section of the report describes the cost of the Agreement to the Commission (e.g., land acquisition, relocation expenditures, demolition costs and asbestos removal, professional consultants, and legal fees). This section further describes the purchase price to be paid by the Developer to the Commission and the projection of tax increment revenues resulting from the new development.

III. VALUE OF THE PROPERTY CONVEYED

This section illustrates the market value of the property in its highest and best use permitted under the West Altadena Community Redevelopment Plan (Redevelopment Plan) and value under the use required by the Agreement.

IV. PURCHASE PRICE

This section describes the purchase price to be paid for the property by the Developer to the Commission.

V. ELIMINATION OF BLIGHT

This section explains how the sale of the property will assist in the elimination of blight in the West Altadena Community Redevelopment Project Area (the "Project Area").

VI. CONFORMANCE WITH AB 1290 IMPLEMENTATION PLAN

This section describes how the Agreement is in conformance with the Commission's Implementation Plan.

I. DESCRIPTION OF THE PROPOSED AGREEMENT

A. Site to be Conveyed

The site covered by the Agreement is 24 parcels totaling approximately 5 acres of real property in the West Altadena Community Redevelopment Project Area. The Project Area is located in an unincorporated area of West Altadena in the County of Los Angeles, California. The Commission owns all 24 of the parcels including a public alley right of way, which total 217,800 square feet.

Attachments No. 1 and No. 2 of the Agreement contain a site map and legal description of the properties that are to be purchased by the Developer.

B. The development is for the construction of an approximately 109,625 square foot mixed-use development. The proposed development will include the following:

- 37,500 square foot supermarket;
- 37,000 square foot fitness center;
- 25,500 square foot of additional retail; and
- 9,625 square feet of housing.

C. Developer Responsibilities

The Developer is obligated to accept conveyance of the site "as is" and to construct the proposed development in accordance with the Schedule of Performance contained within the Agreement. Overall responsibilities of the Developer are:

1. To submit a $75,000 deposit to the Commission.

2. To pay $15.00 per square foot net price for the property ($3,267,000).

3. Pay for all needed fees and permits, except those that have been specifically waived by the Commission.

4. Submit final construction and landscape drawings for approval by the Commission.

5. Submit Evidence of Financing to the Commission for approval.

6. Pay ½ of escrow fees; ½ of the recording fees; ½ of notary fees, ½ of any State, County or City documentary stamps or transfer tax imposed.

7. Maintain comprehensive general liability insurance naming the County and the Commission as additional insureds.

8. Install and maintain landscaping in accordance with landscaping plans and the Agreement .

9. Remove all hazardous substances from the site and adjacent areas as legally required.

10. Off-site improvements, as defined in the Agreement, are the responsibility of the Developer.

D. Commission Responsibilities

The Commission's overall responsibilities under the Agreement are as follows:

1. Conveyance of the development site "as is" to the Developer, under the terms of the Agreement.

2. Approval of the Developer's financing commitments for acquisition and development of the site.

3. Approval of construction, design, and landscaping plans for the development.

4. Furnish a Certificate of Completion upon completion of the development.

5. Pay ½ of escrow fees; ½ of recording fees; ½ of notary fees; ½ of any State, County, or City documentary stamps or transfer tax imposed; and costs necessary to place title in condition needed for conveyance.

II. COST OF THE AGREEMENT TO THE COMMISSION

The cost of the Agreement to the Commission is defined as the net cost that may be expressed in terms of cost or benefit. Since expenditures and revenues occur over many years, an analysis is made of such expenditures and revenues in terms of their present value in order to calculate an "all cash" equivalent. Discount rates are utilized in this analysis and are applied to expenditures and revenues based upon current estimates of the cost of money to the Commission. CBRE Consulting, a real estate economics consulting firm, utilizes a 5 percent discount rate analysis.

A. Expenditures

As shown below, the total expenditures related to the terms of the Agreement are $7,696,420 as summarized below.

The acquisition cost of the 24 parcels is based on actual expenditures of $26.11 per square foot of land or approximately $5,417,679.

The Commission has spent $953,980 on relocating existing residents and businesses.

Expenditures by the Commission on demolition and asbestos removal are at $2.30 per square foot of land or $479,516.

The total expenditures for appraisal and professional consultants (i.e., relocation consultants) are $2.00 per square foot of land or $412,838.

The Commission has spent $295,295 on fencing and general clean-up of the site.

The Commission has spent $137,112 in legal fees in acquiring the 5-acre site.

Expenditures Related to the Agreement

Description	Estimated Cost
Land Acquisition Cost	$5,417,679
Relocation Costs	$ 953,980
Demolition Costs and Asbestos Removal	$ 479,516
Professional Consultants/ Appraisal Costs	$ 412,838
Fencing and General Clean-Up	$ 295,295
Legal Fees	$ 137,112
TOTAL EXPENDITURES	**$7,696,420**

B. Revenues

The Commission will sell the 24 parcel site to the Developer for a $3,267,000 purchase price ($15.00 psf) to be paid in cash at closing.

Net tax increment revenues to the Commission from the Project have been estimated to total approximately $139,848 in the first full year of stabilized occupancy. Over the 21years of the Project Area's existence (to the year 2026), the net present value of this increment will total approximately $2.01 million, as shown in Exhibit A.

CBRE Consulting bases the determination of tax increment on an estimate of development costs of $22.55 million, less $5.4 million of existing assessed value. After provision for 20% affordable housing set-aside, the Commission receives approximately 80% of the basic 1% tax increment until 2026.

C. Net Cost to the Commission

The revenues and expenditures needed to calculate the cost of the Agreement to the Commission are shown below. After deducting the Commission's obligation from the net sale proceeds, the Commission's total direct cost amounts to $4.43 million.

Discounting the present value of the estimated tax increment results in a net cost of $2.41 million, as shown below.

Estimated Net Cost Related to the Agreement

Total Expenditures	($7,696,000)
Plus: Developer's Property Payment	$3,267,000
TOTAL (COST) BENEFIT	($4,429,000)
Plus: Present Value of Property Tax Increment /1	$2,018,546
NET (COST) BENEFIT TO COMMISSION	$(2,410,454)

/1 The 21-year total of $3,466,481 in tax increment discounted at 5%

III. ESTIMATED VALUE OF SITE CONVEYED

A. Highest and Best Use Value of the Property Interests to be Conveyed As Determined at the Highest Use Permitted Under the Redevelopment Plan

Given the uses permitted under the West Altadena Community Redevelopment Plan, zoning, current competitive real estate conditions, the fair market value of the parcels at the highest and best use is estimated to be $22.00 per square foot of land or approximately $4.6 million for the site. This figure is based on appraisals conducted by Integra/Ellis.

B. Value of Property Interests to be Conveyed Determined at the Use Required By the Agreement

The proposed development in the Agreement, although it achieves the Commission's objectives for the site, does not represent the property's highest and best use, as the Agreement require the inclusion of a 37,500 square foot supermarket, which requires extensive parking and pays less rent per square foot than other retailers.

This section of the report presents a pro forma valuation of the proposed development, required under Section 33433, based upon the terms and conditions of the Agreement. This analysis considers the development costs and compares these costs to the stabilized value of the proposed development.

As described earlier in this report, the proposed development has four major elements: supermarket, 24-hr fitness, retail/office, and housing.

The total development costs for the proposed development are approximately $19,285,228. These costs do not include developer profit, but do include $1,400,000 for construction interest, $770,000 for leasing commissions, and $900,000 for proposed development fee.

The gross annual income from all tenant leases is estimated at $2,370,929. Allowing for a 7% vacancy and bad debt allowance, the net operating income is estimated at $2,204,964.

At stabilized operations, the Project is valued at $27,910,939 assuming an 8.0% cap rate. After deducting for the Developer profit margin, the reuse value of the site, determined by the uses proposed in the Agreement, is estimated at a value of approximately $3,239,889.

IV. PURCHASE PRICE

The Agreement provides for a property purchase price by the Developer in the amount of $3,267,000. Therefore, the total compensation to be paid is consistent with the reuse value of the site determining the uses proposed in the Agreement.

V. ELIMINATION OF BLIGHT

This proposed development will provide employment opportunities within the Project Area, generate property tax and sales tax and attract new investment beneficial to the Project Area. Therefore, the Agreement will assist in furthering the objectives of the Redevelopment Plan by allowing the construction of new supermarket and other commercial services, thus generating economic activity and will assist in the elimination of blight within the Project Area.

VI. CONFORMANCE WITH AB 1290 IMPLEMENTATION PLAN

Pursuant to AB 1290 the Commission has adopted an implementation plan for the Project Area. The Agreement carries out the primary objective of the West Altadena Community Redevelopment Plan.

Exhibit A

FYE 1/	Assessed Value /2	Gross Tax Increment	Less: 20% Housing Setaside	Commission Tax Increment /3
2006	$17,138,184	$85,691	($17,138)	$68,553
2007	$17,480,947	$174,809	($34,962)	$139,848
2008	$17,830,566	$178,306	($35,661)	$142,645
2009	$18,187,178	$181,872	($36,374)	$145,497
2010	$18,550,921	$185,509	($37,102)	$148,407
2011	$18,921,940	$189,219	($37,844)	$151,376
2012	$19,300,378	$193,004	($38,601)	$154,403
2013	$19,686,386	$196,864	($39,373)	$157,491
2014	$20,080,114	$200,801	($40,160)	$160,641
2015	$20,481,716	$204,817	($40,963)	$163,854
2016	$20,891,350	$208,914	($41,783)	$167,131
2017	$21,309,177	$213,092	($42,618)	$170,473
2018	$21,735,361	$217,354	($43,471)	$173,883
2019	$22,170,068	$221,701	($44,340)	$177,361
2020	$22,613,469	$226,135	($45,227)	$180,908
2021	$23,065,739	$230,657	($46,131)	$184,526
2022	$23,527,053	$235,271	($47,054)	$188,216
2023	$23,997,595	$239,976	($47,995)	$191,981
2024	$24,477,546	$244,775	($48,955)	$195,820
2025	$24,967,097	$249,671	($49,934)	$199,737
2026	$25,466,439	$254,664	($50,933)	$203,732
Totals				$3,466,481
NPV @ 5%				**$2,018,546**

1\ The County's fiscal year ends on June 30th. It is estimated that the proposed development will only be in operation for six months of FY 2006.
2\ Total Assessed Value = Total development cost of $22.5 million less estimated base year value of $5.4 million.
3\ Commission share of tax increment is 80% of the 1% base rate

Attachment E

County of Los Angeles
Community Development Commission

NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROJECT TITLE: West Altadena Community Redevelopment Project

PROJECT DESCRIPTION: The project involves the use of CDBG funds to redevelop a segment of Lincoln Avenue in the West Altadena community through a rehabilitation, demolition, and construction program. It includes construction of up to 238,000 square feet (sf) of commercial development. This includes a 40,000-sf "business incubator," 130,000 square feet of office space, a 50,000-sf supermarket, and an 18,000-sf drug store. The project is part of the West Altadena Community Redevelopment Plan adopted by the County of Los Angeles in 1986. An Environmental Impact Report/Environmental Assessment of the Redevelopment Plan was certified in June 1986. The project site is currently developed with various commercial and residential uses. Up to an estimated 76,855 sf of commercial space (24 businesses) and 29 residences would be demolished prior to project construction (refer to the attached technical document for a more detailed description of the proposed demolition/construction program).

PROJECT LOCATION: East and west sides of Lincoln Avenue, between Woodbury Road and Figueroa Drive, Los Angeles County (unincorporated).

MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT EFFECTS: (if none, so state)

All of the mitigation measures in the 1986 Environmental Impact Report/Environmental Assessment of the West Altadena Community Redevelopment Plan that apply to this project should be implemented. In addition, the following measures are required:

1. A Phase I environmental site assessment (ESA) shall be conducted to determine whether contamination is present in site soils. Any recommendations in the ESA shall be fully implemented.

2. Because of the potential for the presence of asbestos-containing materials in site structures, all provisions of SCAQMD Rule 1403 shall be fully implemented prior to and during all onsite building demolition.

3. Relocation assistance shall be provided to all displaced residents and businesses in accordance with HUD and California Redevelopment Law guidelines.

4. In order to mitigate cumulative impacts related to regional landfill capacity shortages, the following shall be implemented.

   - All inert solids generated during building demolition and construction shall be disposed of in an inert landfill.

   - All project site development shall incorporate adequate space for separate bins for waste and recyclable material.

   - All project site tenants shall develop plans for the recycling of, at a minimum, cardboard, paper, metals, glass, and plastics.

FINDING OF NO SIGNIFICANT EFFECT. Based on the attached NEPA Environmental Assessment, it has been determined that the project will not have a significant effect on the environment, provided that all suggested mitigation measures are incorporated.

NOTICE OF DETERMINATION

Date: January 23, 1995

Lead Agency: Los Angeles Community Development Commission

Project: West Altadena Community Redevelopment Project

Location of Project: East and west sides of Lincoln Avenue, between Woodbury Road and Figueroa Drive, Los Angeles County (unincorporated)

Description of Project: The project involves the use of CDBG funds to redevelop a segment of Lincoln Avenue in the West Altadena community through a rehabilitation, demolition, and construction program. It includes construction of up to 238,000 square feet (sf) of commercial development. This includes a 40,000-sf "business incubator,130,000 square feet of office space, a 50,000-sf supermarket, and an 18,000-sf drug store. The project is part of the West Altadena Community Redevelopment Plan adopted by the County of Los Angeles in 1986. An Environmental Impact Report/Environmental Assessment of the Redevelopment Plan was certified in June 1986. The project site is currently developed with various commercial and residential uses. Up to an estimated 76,855 sf of commercial space (24 businesses) and 29 residences would be demolished prior to project construction (refer to the attached technical document for a more detailed description of the proposed demolition/construction program).

Mitigation Measures Adopted to Reduce Impacts (EIR Only): N/A

State Clearinghouse Number: N/A--for EIRs only

This project was approved by: Board of Supervisors, County of Los Angeles

on June 20, 1995

[X] The project in its approved form will not have significant effect on the environment.

[X] A Negative Declaration was prepared pursuant to the provisions of CEQA and is on file with the lead agency.

[X] Mitigation measures were made a condition of project approval.

[ ] The project will have a significant effect on the environment.

[ ] An Environmental Impact Report was prepared and certified for this project pursuant to CEQA, and is on file with the lead agency.

[ ] A statement of overriding consideration was adopted and is included in the record of the project approval.

A copy of the environmental document and the record of project approval may be examined at:

Los Angeles County
Community Development Commission
2525 Corporate Center Place
Monterey Park, California 91754
Phone: (213) 260-2295

Please forward one copy to:

[ ] County Clerk
Corporations Division
111 North Hill Street
Los Angeles, California 90012

[ ] Secretary of Resources
1416 Ninth Street, Room 1311
Sacramento, California 95814

By: Linda Samels
(Contact Person)

PROJECT NAME/NO.: West Altadena Community Redevelopment Project

LEAD AGENCY: Los Angeles Community Development Commission

LOCATION: East and west sides of Lincoln Avenue, between Woodbury Road and Figueroa Drive, Los Angeles County, Californi (unincorporated)

PROJECT DESCRIPTION: The project involves the use of CDBG funds to redevelop a segment of Lincoln Avenue in the West Altadena community through a rehabilitation, demolition, and construction program. It includes construct up to 238,000 square feet (sf) of commercial development. This includes a 40,000-sf "business incubator,130,000square feet of office space, a 50,000-sf supermarket, and an 18,000-sf drug store. The project is part of the West Altadena Community Redevelopment Plan adopted by the County of Los Angeles in 1986. An Environmental Impact Report/Environmental Assessment of the Redevelopment Plan was certified in June 1986. The project site is currently developed with various commercial and residential uses. Up to an estimated 76,855 sf of commercial space (24 businesses) and 29 residences would be demolished prior to project construction (refer to the attached technical document for a more detailed description of the proposed demolition/construction program).

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Land Development							
Conformance with Comprehensive Plans and Zoning	X						The entire project site is currently designated "Commercial/Business" under the Los Angeles County West Altadena Redevelopment Project. Zoning for the site is C-3 (Unlimited Commercial). The proposed commercial retail and office uses would be allowed under these designations. (b)
Compatibility and Urban Impact			X				The proposed project would change the character of Lincoln Avenue from one dominated by neighborhood commercial uses to larger-scale office and retail development. Replacement of deteriorating structures would have generally beneficial impacts, although the larger-scale development may be less compatible with adjacent residential uses in some instances. Incorporation of standard Los Angeles County requirements and the mitigation measures in the 1986 Final Environmental Impact Report for the West Altadena Community Redevelopment Plan would minimize compatibility conflicts. Measures include restricting commercial access to Lincoln Avenue and Woodbury Roads, establishing adequate buffers between commercial and residential uses, and providing adequate onsite parking. (c)
Slope	X						The project site is relatively level, sloping gently from north to south. However, slope poses no substantial constraint to development. (d)
Erosion	X						The project site is relatively flat and is currently developed with various commercial and residential uses. Erosion may increase during construction; however, standard erosion control practices would minimize impacts. No significant erosion would be expected following construction. (d)
Soil Suitability	X						No evidence of soil suitability problems on the project site; nevertheless, routine soil tests should be conducted to determine foundation design parameters. (d)

* **KEY:**
1 = No Impact Anticipated
2 = Potentially Beneficial
3 = Potentially Adverse (needs documentation only)
4 = Potentially Adverse (needs more study)
5 = Needs Mitigation
6 = Requires Project Modification

Project Name: West Altadena Community Redevelopment Project

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Land Development (Continued)							
Hazards and Nuisances, include Site Safety					X		No evidence of conditions that are hazardous or would affect site safety. Several project site properties have, however, been used for storage of vehicles and debris. (d) A Phase I environmental site assessment should be conducted to determine whether any contamination of site soils has occurred. In addition, a number of older structures would be demolished. Such structures may contain asbestos as a building material. Therefore, regulatory requirements related to the demolition of buildings with asbestos-containing materials should be strictly adhered to.
Energy Consumption	X						The proposed project would be expected to increase onsite energy consumption by increasing overall onsite building area. However, it would replace existing older buildings with more energy-efficient structures, as all new development would comply with current energy conservation requirements. Therefore, no significant impact to energy resources is anticipated.
Environmental Design and Historic Values							
Visual Quality: Compatible Use and Scale, etc.			X				The proposed project would replace existing neighborhood commercial structures and residences with new larger-scale commercial buildings. By replacing deteriorating commercial structures with new buildings, impacts may be considered beneficial. On the other hand, removal of residences and replacement of neighborhood-scale uses with large retail, commercial and office buildings may be considered an adverse effect, as the new structures would be substantially greater in scale than adjacent residences. The measures recommended in the 1986 Final EIR for the West Altadena Redevelopment Plan would minimize compatibility conflicts. (c)
Natural Features							
Water Resources	X						There are no major water resources in the immediate vicinity of the project site. Devil's Gate Reservoir is about 0.5-mile west of the site, but would not be directly affected by project site development. (e)
Surface Water	X						Project site does not contain any surface water.
Watercourses	X						There are no natural watercourses in the immediate vicinity of the project site. The channelized Arroyo Seco is about 0.5-mile to the west, but would not be directly affected by project site development. (e)

* KEY: 1 = No Impact Anticipated
2 = Potentially Beneficial
3 = Potentially Adverse (needs documentation only)
4 = Potentially Adverse (needs more study)
5 = Needs Mitigation
6 = Requires Project Modification

Project Name: West Altadena Community Redevelopment Project

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Natural Features (Continued)							
Unique Natural Features and Agricultural Land	X						The project site is in a highly urbanized area with no agricultural land. There are no unique natural features onsite. The San Gabriel Mountains are visible to the north; however, project site development would not affect views of this natural feature. (e)
Vegetation and Wildlife	X						The project site is in a highly urbanized area lacking native biotic communities. Onsite vegetation consists of various ornamental trees, shrubs, and grasses. There is no native wildlife onsite. (e)
Socioeconomic							
Demographic Character Changes					X		Project implementation would displace up to 29 residential units. Based on the 3.44 persons per unit average in unincorporated Los Angeles County, a total of about 100 residents would be relocated (f). Relocation assistance would, however, be provided in accordance with HUD and California Redevelopment Law guidelines.
Displacement					X		Up to 24 local businesses and 29 residences would be displaced as a result of project implementation. Relocation assistance would be provided in accordance with HUD and California Redevelopment Law guidelines.
Employment and Income Patterns		X					The proposed business incubator is expected to generate an estimated 500 jobs over a 5-year period. The retail center (supermarket and drug store) would provide an estimated 90 jobs, ranging from entry level to management. An estimated 154 existing jobs in the area would be relocated as a result of the proposed demolition (g). Nevertheless, a net increase in employment would occur.

* KEY: 1 = No Impact Anticipated
2 = Potentially Beneficial
3 = Potentially Adverse (needs documentation only)
4 = Potentially Adverse (needs more study)
5 = Needs Mitigation
6 = Requires Project Modification

Project Name: West Altadena Community Redevelopment Project

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Community Facilities and Services							
Educational Facilities	X						Project implementation would result in the demolition of up to 29 residences on the project site. This would reduce student enrollment at public schools in the area. Thus, enrollment capacity would not be adversely affected.
Commercial Facilities					X		Project implementation would result in the demolition and relocation of up to 24 existing businesses on the project site. Relocation assistance would be provided to all displaced businesses in accordance with HUD and California Redevelopment Law guidelines.
Health Care	X						Health care service is provided in the area by Huntington Memorial Hospital in Pasadena and the Los Angeles County USC Medical Center. Project implementation would result in a reduction in resident population in the area; therefore, no impact to health care service is anticipated.
Social Services					X		The project would not create demand for any special social services. However, a church may be demolished as part of Phase III development. Relocation assistance would be provided in accordance with HUD and California Redevelopment Law guidelines.
Solid Waste					X		Solid waste generated is collected by several private contractors and disposed of at the Scholl Canyon Landfill in Glendale. Although no capacity shortage currently exists at Scholl Canyon, the potential for an overall shortage of daily capacity exists at landfills in Los Angeles County. This shortage could ultimately affect the Scholl Canyon Landfill. The proposed project would increase overall building area on the project site, thereby likely increasing solid waste generation. Project-generated solid waste would not in itself significantly impact area landfill capacity; however, because of potential countywide capacity problems, recycling capabilities should be incorporated into both project construction and operation. (f)
Waste Water	X						Project implementation would result in a net increase in onsite wastewater generation estimated at 15,031 gallons per day. Such an increase would not affect capacity at wastewater treatment facilities. The local wastewater conveyance system is inadequate to accommodate this flow increase; however, system upgrades would be made as necessary in accordance with County of Los Angeles Department of Public Works requirements. This would fully mitigate any adverse impacts. (i)

* **KEY:**
1 = No Impact Anticipated
2 = Potentially Beneficial
3 = Potentially Adverse (needs documentation only)
4 = Potentially Adverse (needs more study)
5 = Needs Mitigation
6 = Requires Project Modification

Project Name: West Altadena Community Redevelopment Project

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Community Facilities and Services (Continued)							
Storm Water	X						The project site is currently developed with a mix of residential and commercial uses that include impervious surfaces such as rooftops, driveways, and parking lots. Project implementation may incrementally increase the amount of impervious surface area, thereby resulting in a slight increase in surface runoff. However, as the project is consistent with current zoning, existing stormwater conveyance infrastructure would be able to handle any runoff increase.
Water Supply	X						The site is served by the City of Pasadena by a system of 8- to 24-inch water mains operated by Water and Power Department. There are no water supply problems in the Department's service area. The proposed project would increase water consumption on the project site by an estimated 18,788 gallons per day. This increase would not in itself significantly affect local water supplies. Implementation of the mitigation measures in the 1986 Environmental Impact Report/Environmental Assessment for the West Altadena Community Redevelopment Plan and standard Uniform Building Code requirements would minimize onsite water demand. (c, j)
Police	X						The Los Angeles County Sheriff's Department provides law enforcement service to the site. The project would add commercial development to the site, but remove residences. Because residential development typically generates more service calls than does commercial development, the overall number of service calls would likely decline following project buildout. Nevertheless, because of the area's crime rate, all new development should incorporate safety features in accordance with the 1986 West Altadena Community Redevelopment Plan Final EIR.
Fire	X						Fire protection service is provided by the Los Angeles County Fire Department. The site is served by two stations: Station 12, located at 2760 N. Lincoln Avenue, and Station 11, located at 2521 N. El Molino Avenue. Replacement of older buildings with new structures built to current fire codes would be expected to reduce fire hazard potential. The Fire Department will review all final development plans and all Department recommendations will become conditions of project approval. With implementation of these recommendations, impacts would be insignificant.
Emergency Medical	X						Emergency medical service is provided by the Los Angeles County Fire Department, Stations 11 and 12. No impacts are anticipated, as project implementation would reduce resident population in the project area.
Open Space	X						The proposed project would not affect any existing or planned open space. The reduction in resident population in the area may reduce the local demand for open space.

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6 = Requires Project Modification

Project Name: West Altadena Community Redevelopment Project

IMPACT CATEGORIES*	1	2	3	4	5	6	All determinations need explanation. Reference to documentation, sources, notes and correspondence.
Community Facilities and Services (Continued)							
Recreation	X						The proposed project would not directly impact any recreational facilities. Charles White and Loma Alta Parks are in the project site vicinity. By reducing the local resident population, project implementation would be expected to reduce overall demands on these facilities.
Cultural Facilities					X		Phase III of the proposed project may result in the demolition of a church. This would be an adverse impact; however, relocation assistance would be provided in accordance with HUD and California Redevelopment Law guidelines.
Transportation	X						Regional access to the project site is provided by Interstate Highway 210. Primary arterials in the project site vicinity include Lincoln Avenue and Woodbury Road. Project buildout would generate an estimated 5,701 additional daily vehicle trips in the area. This number of new trips generally requires a detailed traffic analysis. This analysis was prepared and is attached as an appendix to this environmental assessment. The traffic study indicates that, following project implementation, no study intersections exceed the mid-level of service D, the level considered significant in the Los Angeles County Traffic Study Guidelines. Therefore, no significant traffic impacts are anticipated.

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2 = Potentially Beneficial
3 = Potentially Adverse (needs documentation only)
4 = Potentially Adverse (needs more study)
5 = Needs Mitigation
6 = Requires Project Modification

Project Name: West Altadena Community Redevelopment Project

STATUTORY CHECKLIST

STATUTORY BASED REGULATIONS*	1	2	3	4	5	All determinations need explanation. Reference to documentation sources, notes, and correspondence.
1. Historic Preservation 36 CFR 800 (1-30-79) (CDBG) 36 CFR 801 (8-20-81) (UDAG)		X				Historic and archaeological resource assessments to be conducted and included as part of this environmental assessment.
2. Floodhazard Protection USWRC Regulations 43 FR 6030 (2-10-78)	X					The entire project site is within floodzone C, an area of minimal flood hazard. Community Panel No. 065043-0675B, December 2, 1980. (k)
3. Wet-Lands Protection USWRC Regulations 3 FR 6030 (2-10-78)	X					Project not located in wetlands. (a)
4. Coastal Zone Plan 15 CFR Part 930 (1-25-79)	X					Project not located in coastal zone. (a)
5. Sole Source Aquifers 40 CFR Part 142 (1-20-76)	X					No impact on primary drinking water sources. (a)
6. Endangered Species 50 CFR Part 402 (1——78)	X					No endangered species in project area. (a)

* KEY: 1 = Not applicable to project
2 = Consultation required and completed
3 = Permit required and obtained
4 = Project consistent with applicable plans/standards
5 = Conditions/safeguards mitigations required

Project Name: West Altadena Community Redevelopment Project

STATUTORY BASED REGULATIONS*	1	2	3	4	5	All determinations need explanation. Reference to documentation sources, notes, and correspondence.
7. Wild & Scenic River Protection (CEQ Memo, 8-10-80)	X					No wild or scenic rivers in the project area. (a)
8. Air Quality Protection 40 CFR Part 51 (SIP's) (9-9-75)				X		The project site is located in the South Coast Air Basin, which is a non-attainment area for ozone, carbon monoxide, nitrogen dioxide, and fine particulates (PM_{10}). Project occupants would, therefore, be exposed to potentially unhealthful ambient air because this regional condition cannot be feasibly mitigated. The proposed project would conform to all applicable federal, state, and regional air pollution control regulations. Project-related emissions would exceed South Coast Air Quality Management District significance thresholds for reactive organic gases, carbon monoxide, and nitrogen oxides. However, emissions represent only a fraction of the overall emissions projected to occur with full buildout of the West Altadena Community Redevelopment Plan, as outlined in the 1986 Environmental Impact Report/Environmental Assessment for the plan (see attached air quality study). Impacts are, therefore, considered less than significant.
9. HUD Environmental Standards: 24 CFR 51, as amended						
a. Noise (Subpart B, Published 7-12-79)				X		Project construction would generate temporary noise level increases. Local noise ordinances and mitigation measures in the 1986 Environmental Impact Report/Environmental Assessment for the West Altadena Community Redevelopment Plan would apply. The project is not considered a noise-sensitive use. Traffic associated with project buildout would increase noise levels on major roadways in the area. However, the increases would, in all cases, be inaudible (less than 3 dBA) and no sensitive receptors would be affected (see attached noise study).
b. Landfill Hazards, CPD Letter 79-33	X					Project not subject to landfill hazards. (a)
c. Upset Hazards (Subpart C, Proposed Rule 8-19-80)	X					The project site is not subject to any known upset hazards. All new development would comply with applicable regulations for the storage and use of hazardous materials.

* KEY: 1 = Not applicable to project
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5 = Conditions/safeguards mitigations required

Project Name: West Altadena Community Redevelopment Project

Summary of Findings and Conclusions:

The project involves the redevelopment of a segment of Lincoln Avenue through building rehabilitation, demolition, and constructior Up to 76,855 square feet of commercial buildings and 29 residences would be demolished; a total of 238,000 square feet of new offic and retail development would be constructed.

All proposed development is consistent with the site's "Commercial/Business" land use designation and C-3 (Unlimited Commercial zoning. Replacement of the deteriorating commercial structures along Lincoln Avenue would have generally beneficial land use an aesthetic impacts. However, by replacing the neighborhood commercial uses along Lincoln Avenue with larger-scale office and retai development, project implementation may create compatibility conflicts with some adjacent residences. Nevertheless, land use impact would be minimized through incorporation of standard Los Angeles County requirements and the mitigation measures in the 198 EIR/EA for the West Altadena Community Redevelopment Plan.

The project site poses no constraints to development in terms of slope, erosion, soil suitability, water resources, or bioti communities. No hazards are evident onsite; however, several project site properties have been used for the storage of vehicles an debris. A Phase I environmental site assessment is, therefore, recommended to determine whether contamination of site soils ha occurred.

The proposed business incubator would add an estimated 500 jobs in the area over a 5-year period; the retail center would add a estimated 90 jobs. Project implementation would, however, displace up to 29 residential units and 24 businesses. Phase III of th project may also result in the demolition of a church. Relocation assistance would be provided to all displaced residents an businesses in accordance with HUD and California Redevelopment Law guidelines.

Public services such as education, police and fire protection, and parks would not be significantly affected by project implementation. Infrastructure in the area is generally adequate, although upgrades to local wastewater conveyance infrastructure would be required. In addition, although the project would not in itself significantly solid waste disposal facilities, recycling capabilities should be incorporated into project design because of concerns about regional landfill capacity shortages.

The proposed project would add an estimated 5,701 vehicle trips to the local transportation network. This would not significantly affect levels of service at any intersection. Therefore, no mitigation measures would be required. Air emissions associated with project-generated traffic would exceed SCAQMD significance thresholds, but are within the levels anticipated in the 1986 EIR/EA for the West Altadena Community Redevelopment Plan. Project traffic would increase noise levels in the area. However, the project would not introduce any sensitive noise receptors and would not cause levels to exceed HUD thresholds at any area residences.

Summary of Environmental Conditions:

The project site is in a highly urbanized area of unincorporated Los Angeles County. The site slopes gently from north to south and is currently developed with a mix of neighborhood commercial and residential uses. Many onsite structures are in varying states of disrepair, contributing to blighting conditions that exist in the area.

Project Name: West Altadena Community Redevelopment Project

Project Modifications and Alternatives Considered:

No project modifications or alternatives have been considered.

Project Name: West Altadena Community Redevelopment Project

References and Additional Studies Performed

a. Los Angeles County Community Development Commission, *Environmentally Sensitive Sites*, 1980, available in file.

b. Ristic, Ray, Los Angeles County Department of Regional Planning, letter to Fugro West, Inc., November 17, 1994.

c. Los Angeles County Community Development Commission, *Final Environmental Impact Report/Environmental Assessment fo the West Altadena Community Redevelopment Plan*, June 16, 1986.

d. Power, Joe, Fugro West, Inc., site visit, December 1994.

e. U.S.G.S., Pasadena Quadrangle, 1981.

f. California Department of Finance, City and County Report of January Population and Housing, May 1994.

g. The 154 relocated jobs estimate is based upon one employee per 500 square feet of commercial building area to be demolished.

h. Smith, David, Supervising Civil Engineer III, Los Angeles County Public Works Department, Waste Management Division, personal communication, December 1994.

i. Ibalio, Augie, Los Angeles County, Department of Public Works, personal communication, December 1994. Wastewater generation estimate based on rates from the County Sanitation Districts of Los Angeles County, 1991.

j. Water demand estimate assumes that demand is 125 percent of wastewater generation.

k. Villaverde, Leticia, Los Angeles County Department of Public Works, personal communication, December 1994.

Mitigation Measures Needed:

All of the mitigation measures in the 1986 Environmental Impact Report/Environmental Assessment of the West Altadena Community Redevelopment Plan that apply to this project should be implemented. In addition, the following measures are required:

1. A Phase I environmental site assessment (ESA) shall be conducted to determine whether contamination is present in site soils. Any recommendations in the ESA shall be fully implemented.

2. Because of the potential for the presence of asbestos-containing materials in site structures, all provisions of SCAQMD Rule 1403 shall be fully implemented prior to and during all onsite building demolition.

3. Relocation assistance shall be provided to all displaced residents and businesses in accordance with HUD and California Redevelopment Law guidelines.

4. In order to mitigate cumulative impacts related to regional landfill capacity shortages, the following shall be implemented.

   - All inert solids generated during building demolition and construction shall be disposed of in an inert landfill.
   - All project site development shall incorporate adequate space for separate bins for waste and recyclable material.
   - All project site tenants shall develop plans for the recycling of, at a minimum, cardboard, paper, metals, glass, and plastics.

Project Name: West Altadena Community Redevelopment Project

1.	Is project in compliance with applicable laws and regulations?	[X] Yes	[ ] No
2.	Is an EIS required?	[ ] Yes	[X] No
3.	A Finding of No Significant Impact (FONSI) can be made. Project will not significantly affect the quality of the human environment.	[X] Yes	[ ] No

BASIC REASONS SUPPORTING DECISION*:

The project site is in a highly urbanized area of unincorporated Los Angeles County. The site slopes gently from north to south and is currently developed with a mix of neighborhood commercial and residential uses. Many onsite structures are in varying states of disrepair, contributing to blighting conditions that exist in the area.

The project involves the redevelopment of a segment of Lincoln Avenue through building rehabilitation, demolition, and construction. Up to 76,855 square feet of commercial buildings and 29 residences would be demolished; a total of 238,000 square feet of new office and retail development would be constructed.

All proposed development is consistent with the site's "Commercial/Business" land use designation and C-3 (Unlimited Commercial) zoning. Replacement of the deteriorating commercial structures along Lincoln Avenue would have generally beneficial land use and aesthetic impacts. However, by replacing the neighborhood commercial uses along Lincoln Avenue with larger-scale office and retail development, project implementation may create compatibility conflicts with some adjacent residences. Nevertheless, land use impacts would be minimized through incorporation of standard Los Angeles County requirements and the mitigation measures in the 1986 EIR/EA for the West Altadena Community Redevelopment Plan.

The project site poses no constraints to development in terms of slope, erosion, soil suitability, water resources, or biotic communities. No hazards are evident onsite; however, several project site properties have been used for the storage of vehicles and debris. A Phase I environmental site assessment is, therefore, recommended to determine whether contamination of site soils has occurred.

The proposed business incubator would add an estimated 500 jobs in the area over a 5-year period; the retail center would add an estimated 90 jobs. Project implementation would, however, displace up to 29 residential units and 24 businesses. Phase III of the project may also result in the demolition of a church. Relocation assistance would be provided to all displaced residents and businesses in accordance with HUD and California Redevelopment Law guidelines.

Public services such as education, police and fire protection, and parks would not be significantly affected by project implementation. Infrastructure in the area is generally adequate, although upgrades to local wastewater conveyance infrastructure would be required. In addition, although the project would not in itself significantly solid waste disposal facilities, recycling capabilities should be incorporated into project design because of concerns about regional landfill capacity shortages.

The proposed project would add an estimated 5,701 vehicle trips to the local transportation network. This would not significantly affect levels of service at any intersection. Therefore, no mitigation measures would be required. Air emissions associated with project-generated traffic would exceed SCAQMD significance thresholds, but are within the levels anticipated in the 1986 EIR/EA for the West Altadena Community Redevelopment Plan. Project traffic would increase noise levels in the area. However, the project would not introduce any sensitive noise receptors and would not cause levels to exceed HUD thresholds at any area residences.

Project Name: West Altadena Community Redevelopment Project

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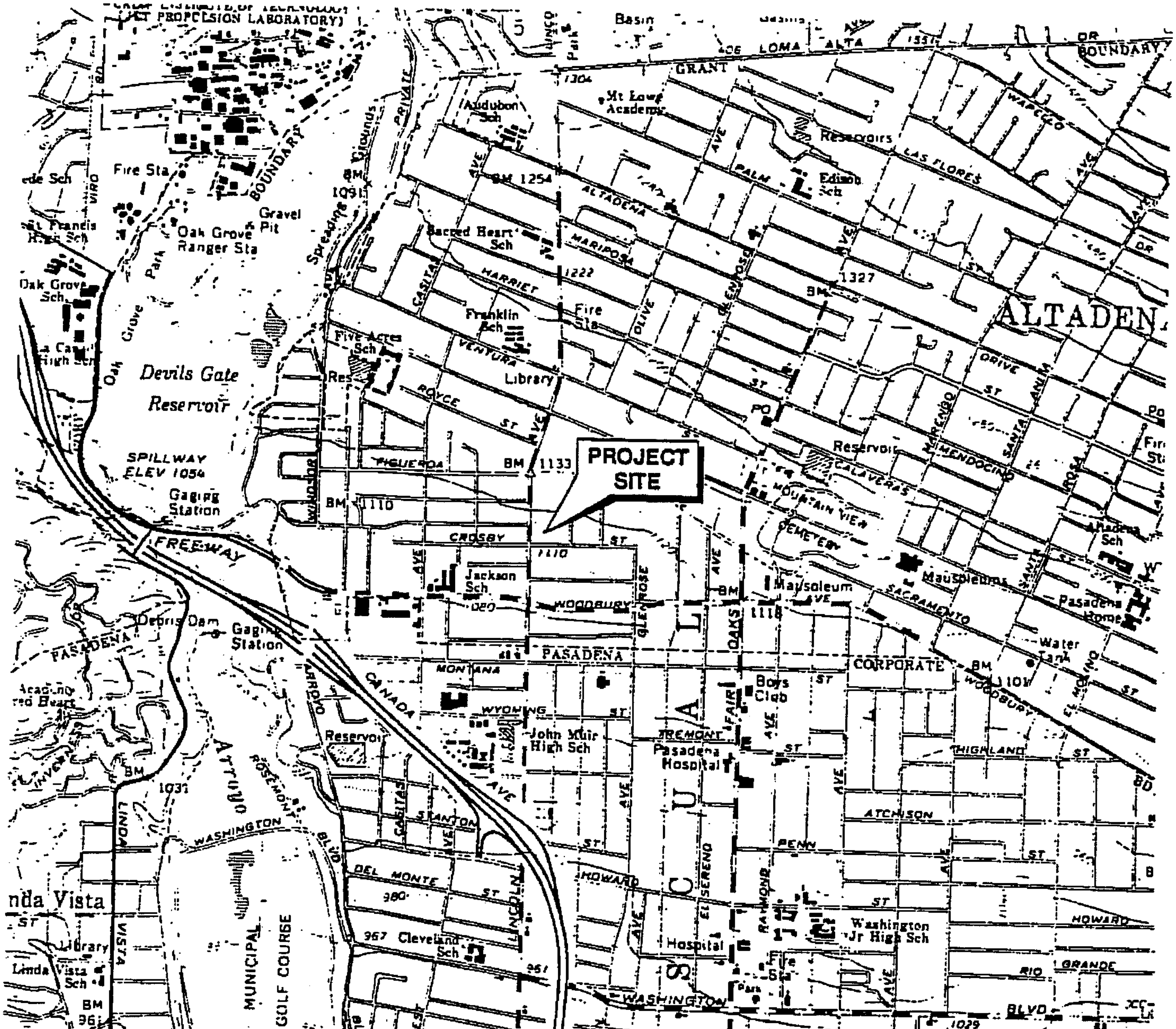
4. In order to mitigate cumulative impacts related to regional landfill capacity shortages, the following shall be implemented.

   - All inert solids generated during building demolition and construction shall be disposed of in an inert landfill.
   - All project site development shall incorporate adequate space for separate bins for waste and recyclable material.
   - All project site tenants shall develop plans for the recycling of, at a minimum, cardboard, paper, metals, glass, and plastics.

Prepared By: _____ Date: 1/23/95

Concurred In: _____ Date: 3/6/95

ENVIRONMENTAL ASSESSMENT
WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT

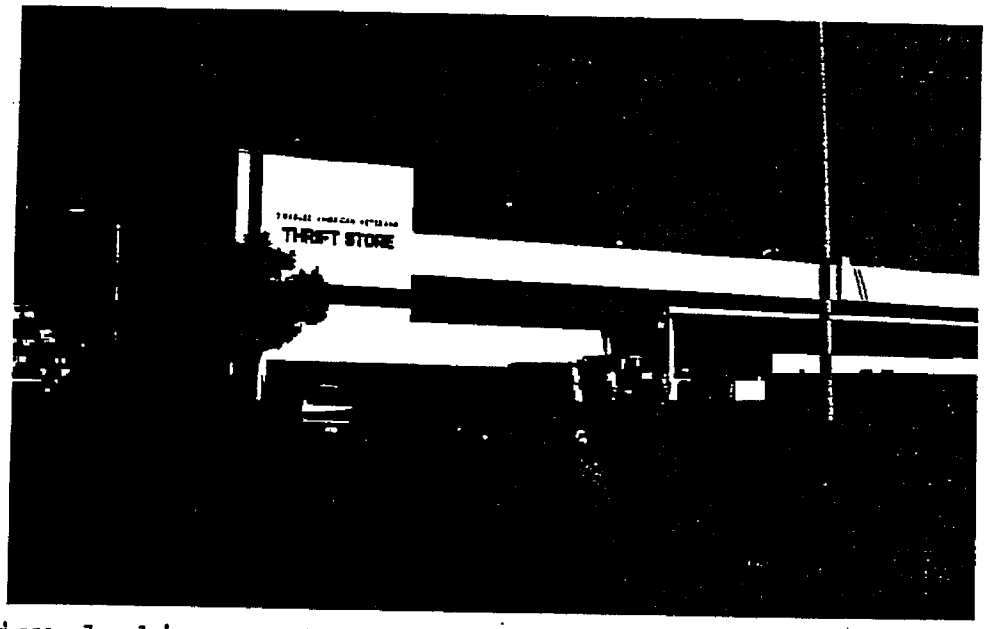


Project Location: East and west sides of Lincoln Avenue, between Woodbury Road and Figueroa Drive, Altadena, California.

Source: U.S.G.S, Pasadena Quadrangle, 1981.

ENVIRONMENTAL ASSESSMENT
WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT

View looking north along Lincoln Avenue. Properties on both the east and west sides of the street would be redeveloped through a combination of demolition/construction and rehabilitation activities.



View looking northeast at the Disabled American Veterans Thrift Store in the Phase I area. This structure would be demolished and replaced with a business incubator and office space.

ENVIRONMENTAL ASSESSMENT
WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT

View looking northwest at a U-Haul and Self-Storage facility that would be demolished as part of Phase I of the project. A business incubator and offices would be built in the Phase I area.

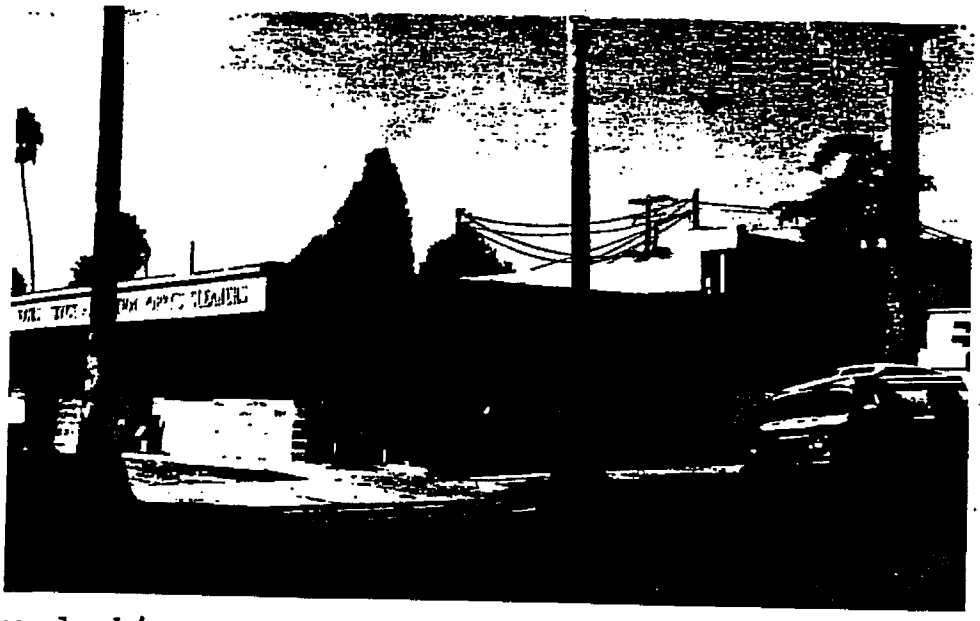
View looking east at small-scale retail uses in the Phase I area. This building would also be demolished; existing businesses would be relocated.

ENVIRONMENTAL ASSESSMENT
WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT

View looking east at a nightclub in the Phase IV development area on the east side of Lincoln Avenue. All commercial facilities in the Phase IV area would be demolished and replaced with a supermarket and drug store.

View looking northeast at single family residences on the north side of Acacia Street. A total of 29 residences in the Phase IV area would be demolished and relocated.

ENVIRONMENTAL ASSESSMENT
WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT



View looking northwest at small-scale commercial facilities along the west side of Lincoln Avenue in the Phase III area. All commercial facilities in this phase may be demolished and replaced with office uses.

View looking northwest at an auto repair shop in the Phase III area. This facility would likely be demolished and relocated prior to Phase III construction.

January 1995
Project No. 94-48-8086

TECHNICAL REPORT
WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT
ENVIRONMENTAL ASSESSMENT

PROJECT DESCRIPTION

Project Location

The project site is located in Altadena, an unincorporated community in the Los Angeles County. Altadena is located at the northern edge of the San Gabriel Valley, immediately north of the City of Pasadena and immediately east of the City of La Cañada Flintridge. Immediately north of Altadena are the Angeles National Forest and the San Gabriel Mountains.

The site is within the West Altadena Community Redevelopment Plan area, in the southwest corner of Altadena (see Figure 1). It is centered on Lincoln Avenue, between Woodbury Road and Figueroa Drive. The project site and proposed phasing plan are shown on Figure 2.

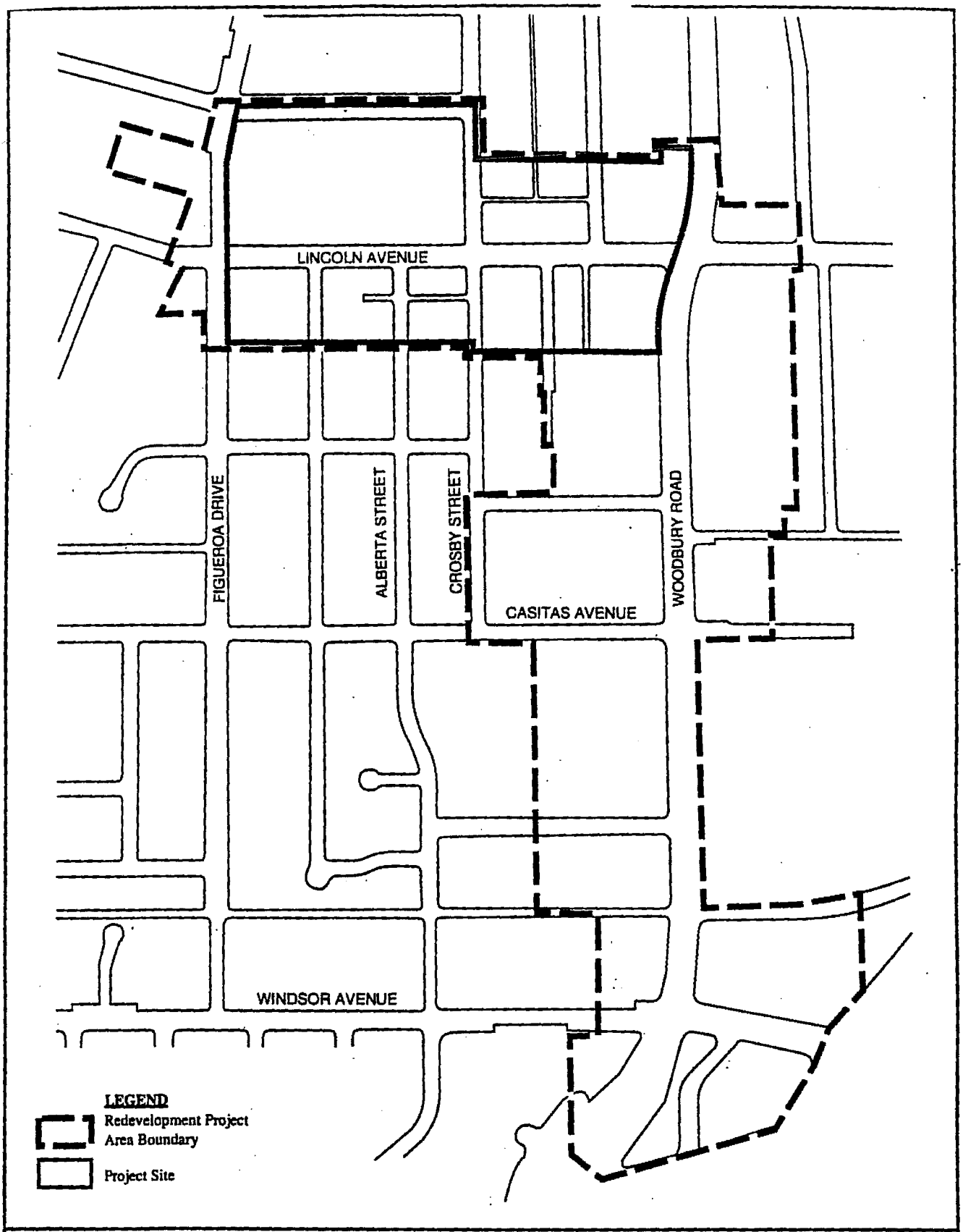
Project Purpose

The West Altadena Redevelopment Plan Area was established by the County of Los Angeles in 1986 for the purpose of eliminating blighting conditions in the West Altadena area. Of the 201 parcels surveyed at that time, it was determined that 53 percent of structures within the redevelopment project area were dilapidated and 71 percent of structures required extensive upgrading. Little has changed in the area since 1986.

The primary purpose of the current project is to begin to implement the goals of the 1986 plan by redeveloping the project site. To eliminate the blighting conditions in the area, a program that combines new construction and rehabilitation of existing buildings is proposed. Specific redevelopment plan goals that this project would implement include the following:

- *To remove impediments of land assembly and development through acquisition and reparcelization of land into reasonably sized and shaped parcels served by an improved street system and improved public facilities;*

- *To promote the economic well-being of the Redevelopment Project by encouraging the diversification of its commercial base and of employment opportunities;*



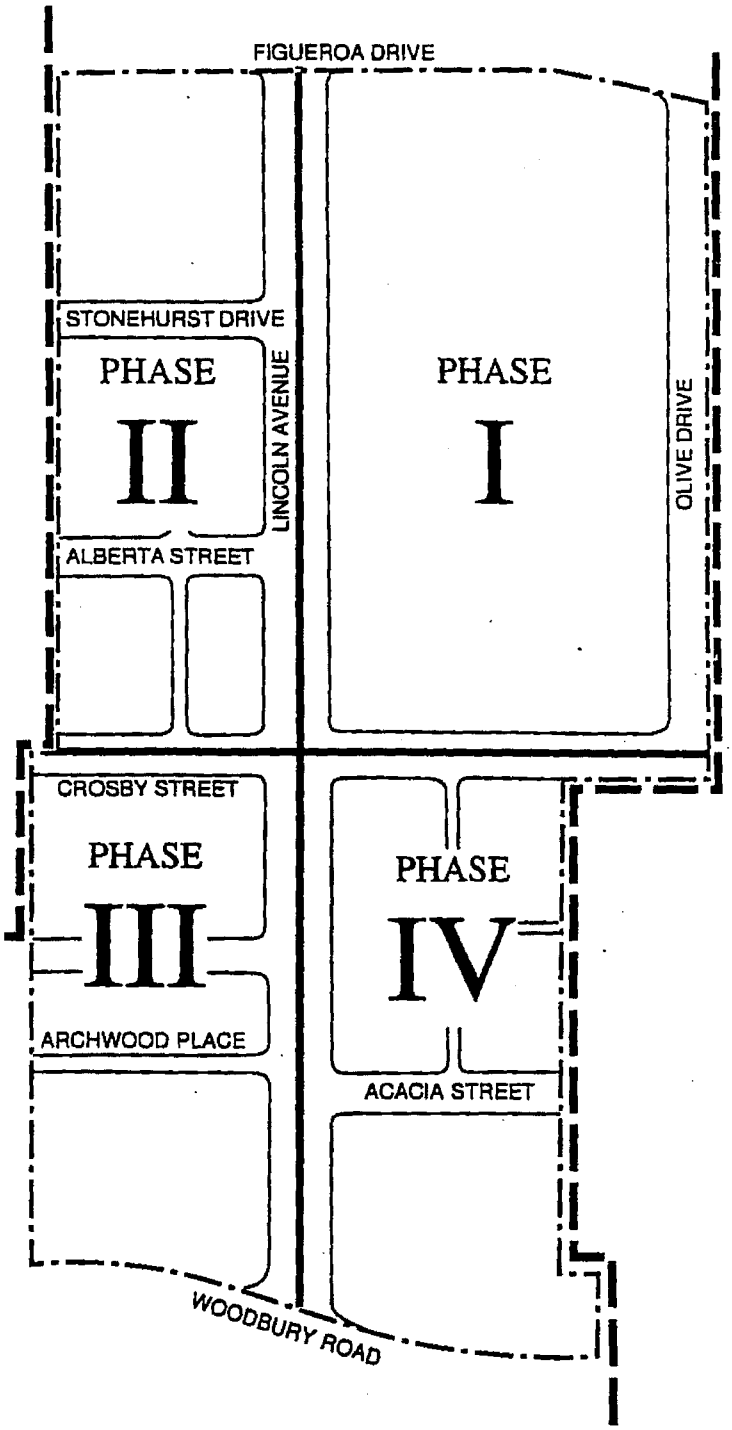
0' 500'

WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT AREA

LACDC
West Altadena Community Redevelopment Project

Figure 1

FUGRO



LEGEND

West Altadena Redevelopment Project Area Boundary

Project Site

0' 250'

PROJECT PHASING

LACDC

West Altadena Community Redevelopment Project

Figure 2

fugro

- *To provide opportunities for business park firms to locate their operations in an attractive, safe and economically sound environment; and*

- *To promote the development of local job opportunities.*

Project Characteristics

The proposed project is a four-phased program that includes demolition of several commercial and residential structures, rehabilitation of a number of existing commercial structures, and construction of several new commercial facilities. Each project phase is proposed within a specific geographic location within the project site (see Figure 2). The specific activities of each phase of the project are described below:

Phase I would occur in the northeast quadrant of the project site, east of Lincoln Avenue and north of Crosby Street. This phase would entail the demolition of several existing commercial facilities estimated at a total of 42,875 square feet (see Table 1). Following demolition, a 40,000-square-foot building housing a business incubator would be constructed. An estimated 90,000 square feet of office space may also be constructed within the Phase I area (see Table 2). The business incubator is expected to be constructed in 1995, while the office space is assumed to be constructed in 1997.

Phase II would occur in the northwest quadrant of the project site, west of Lincoln Avenue and north of Crosby Street. It would not involve any demolition or construction. Rather, it would entail various improvements to the commercial properties fronting Lincoln Boulevard. Specific improvements would include rehabilitation of commercial structures, infrastructure improvements, construction of new parking lots, and the addition of security lighting. Residential properties in the area would not be affected. Rehabilitation activities would occur over the next several years.

Phase III would occur in the southwest quadrant of the project site, west of Lincoln Avenue and south of Crosby Street. This phase may entail the demolition of up to 17,900 square feet of existing commercial facilities and construction of up to 40,000 square feet of office space. Demolition and construction activities are assumed to occur in 1997.

Phase IV would occur in the southeast quadrant of the project site, east of Lincoln Avenue and south of Crosby Street. It would entail the demolition and relocation of an estimated 16,080 square feet of existing commercial facilities along Lincoln Avenue, as well as 29 residences. Following demolition, 68,000 square feet of new commercial retail space would be constructed. This new construction would consist of a 50,000-square-foot supermarket and an 18,000-square-foot drug store. All demolition and construction in the Phase IV area is expected to occur in 1995.

Table 1. Demolition Estimates by Land Use

Use	Phase I	Phase IV	Phase III	Total (all phases)
Commercial:				
Retail Shops	25,150	780	0	25,930
Self-Storage	16,200	0	0	16,200
Shops/Salons	1,525	8,200	1,750	11,475
Restaurants/Bars	0	3,950	1,125	5,075
Liquor/Grocery	0	3,150	400	3,550
Fast Food Restaurant	0	0	1,575	1,575
Church	0	0	3,450	3,450
Dentist	0	0	1,500	1,500
Total (square feet)	**42,875**	**16,080**	**9,800**	**68,755**
Industrial (square feet)	0	0	8,100	8,100
Residential (units)	0	29	0	29

Table 2. Proposed Construction Activity
(in square feet)

Use	Phase I*	Phase III	Phase IV	Total
Retail	0	0	68,000	68,000
Office	130,000	40,000	0	170,000
Total	**130,000**	**40,000**	**68,000**	**238,000**

* Phase I construction includes the 40,000-square-foot business incubator and 90,000 square feet of additional office space.

AIR QUALITY STUDY

Air Quality Setting

The project area is in the South Coast Air Basin, which is comprised of Los Angeles County (all but the northeast corner), Orange County (entire), Riverside County (western portion) and San Bernardino County (only the southwestern corner). The Air Basin is characterized by cool winters and hot, dry summers tempered by cooling sea breezes.

The nearest climatic data station to the proposed project is located at the Los Angeles Civic Center. The average daily maximum temperature recorded at this station is 74.7 degrees Fahrenheit (°F) for the period of 1951 to 1980 (NOAA, 1982). The hottest months are July, August and September with average maximum daily temperatures (1951-1980) of 83.8, 84.1 and 83.0, °F respectively. The coolest month is January with an average daily minimum temperature (1951-1980) of 47.3 °F. The average annual precipitation recorded at this station for the same period is 14.85 inches. Approximately 94 percent of this precipitation occurs between November and April.

The air quality monitoring station closest to the project area and most representative of local air quality is the Pasadena station. The Pasadena station does not, however, monitor PM_{10}. Data for this pollutant is taken from the Burbank station at Burbank Airport.

Table 3 lists the monitored maximum concentrations and number of exceedances of State and Federal air quality standards for the years 1990, 1991 and 1992. Two pollutants (ozone and PM_{10}) are of particular concern because State air quality standards for these pollutants are regularly exceeded in the project area.

Air pollution control is administered on three governmental levels in the project area. The United States Environmental Protection Agency (EPA) is given jurisdiction under the Clean Air Act to develop air quality standards and require plans from the states to attain the standards. The ARB is given jurisdiction under the California Health and Safety Code and the California Clean Air Act to develop State standards, to require plans to attain these standards and to coordinate local air districts in the submission of federally required State Implementation Plans. ARB is also responsible for developing emission standards for mobile and stationary emission sources. The South Coast Air Quality Management District (SCAQMD) is given jurisdiction under the California Health and Safety Code to develop emission standards (Rules), issue permits and require emission controls for stationary emission sources in the South Coast Air Basin. The SCAQMD also is responsible for the attainment of the State and Federal air quality standards in the South Coast Air Basin.

Table 3. Air Quality Standard Exceedances

Ozone - Pasadena (ppm)	1990	1991	1992
Worst Hour	0.26	0.23	0.27
Number of State Exceedances (Days/Hours > 0.09 ppm)	118/446	112/445	128/464
Number of Federal Exceedances (Days/Hours > 0.12 ppm)	69/181	70/213	71/190
Carbon Monoxide - Pasadena (ppm)			
Worst Hour	16.0	14.0	11.0
Number of State Exceedances (Hours > 20 ppm)	0	0	0
Number of State Exceedances (8 hours > 9 ppm)	1	1	0
Nitrogen Dioxide - Pasadena (ppm)			
Worst Hour	0.23	0.32	0.22
Number of State Exceedances (Hours > 0.25 ppm)	0	4	0
PM_{10} - Burbank (micrograms per cubic meter)[1]			
Worst Sample	161	133	222
Number of State Exceedances (Samples > 50)	28	30	18
Annual Geometric Mean (Standard is 30)	47.6	49.0	42.0
Annual Arithmetic Mean (Standard is 50)	52.3	54.9	49.0

Source: California Air Resources Board, California Air Quality Data, Summary of 1990, 1991 and 1992 Air Quality Data

Air Quality Impacts

Methodology and Significance Thresholds. The SCAQMD has adopted thresholds to determine the significance of an air quality impact. These thresholds are based upon significance levels contained in the Federal Clean Air Act for extreme non-attainment areas for ozone. Thresholds are separated into operation thresholds and construction emissions thresholds. Operation thresholds are subdivided into primary effects (emissions) and secondary effects. The significance thresholds for operation primary effects are listed below. Projects in the South Coast Air Basin with daily operation emissions that exceed any of these thresholds should be considered significant.

- Reactive Organic Gases (ROG) — 55 pounds per day
- Nitrogen Oxides (NO_x) — 55 pounds per day
- Carbon Monoxide (CO) — 550 pounds per day
- Particulates less than 10 microns (PM_{10}) — 150 pounds per day
- Sulfur Dioxide (SO_2) — 150 pounds per day
- State 1-hour or 8-hour standard for CO

Additional indicators of significance for operation secondary effects developed by SCAQMD are listed below:

- Violation or contribution to a projected air quality violation of Federal or State air quality standards;
- Project-related population increase within the regional statistical area in excess of that projected in the AQMP and in other than planned locations;
- Reduction in the Level of Service (LOS) of a roadway such that a CO Hotspot is created;
- Potential to create or be subjected to an objectionable odor (over 10 dilutions to threshold) that could impact sensitive receptors;
- Potential to have hazardous materials on site and be located on or near an active earthquake fault (identified in Alquist/Priola) and result in a threatened or accidental release of air toxic emissions or acutely hazardous materials;
- Potential to emit an air contaminant not regulated by District rules but is on the Federal or State toxic list;
- Potential to involve burning of hazardous, medical, or municipal waste as waste-to-energy facilities;
- Potential to be occupied by sensitive receptors within 0.25 miles of an existing facility that emits air toxics identified in District Rule 1401 or near CO hotspots;
- Potential to emit carcinogens or toxic air contaminants.

Construction-related emissions that exceed the thresholds listed below are considered significant.

- 75 pounds per day of ROG
- 100 pounds per day of NO_x
- 550 pounds per day of CO
- 150 pounds per day of PM_{10}
- 2.5 tons per quarter of ROG
- 2.5 tons per quarter of NO_x
- 24.75 tons per quarter of CO
- 6.75 tons per quarter of PM_{10}
- 6.75 tons per quarter of SO_x

The currently proposed project is part of the overall West Altadena Community Redevelopment Plan adopted by the County of Los Angeles in 1986. The EIR/EA prepared for

that plan includes emission estimates for full buildout of the entire redevelopment plan and identified a significant unavoidable air quality impact for plan buildout. Because this project is part of the overall redevelopment plan for the West Altadena Community, air emissions for the project must be gauged against those identified for buildout of the entire plan. Therefore, project impacts are considered significant only if project-related emissions exceed the SCAQMD significance thresholds described above and exceed the total emissions associated with plan buildout.

Project Impacts and Mitigation Measures

Construction Impacts. Site preparation and building construction would result in short-term emissions of fugitive dust and exhaust. Site preparation/demolition emissions are generally much greater than building construction emissions because of the larger size and number of emission sources present. This analysis is based upon a peak day during the demolition phase of the construction period. Peak quarterly emissions would be generated in 1995 by demolition and building construction of Phases I and IV.

Construction equipment assumed to be used for demolition includes one tractor (Caterpillar D8N) and two wheeled loaders (Caterpillar 966E). In addition, on-road heavy-duty diesel trucks would be used to transport asphalt, concrete and other debris off-site. Construction exhaust emissions are calculated using fuel-specific emission factors from the EPA document *Compilation of Air Pollutant Emission Factors* (AP-42, Volume II, 1985). Construction equipment fuel use was obtained from the Caterpillar Performance Handbook (1988). It is assumed that 1,180 tons of debris would be exported. Based upon a maximum load of 20 tons per truck, this would require about 60 truck trips. It is assumed that the trucks would transport debris to the Sunshine Canyon Landfill, a round trip distance of about 30 miles. On-road truck emission factors were obtained from the ARB EMFAC7F model and used with the estimated trip length to estimate exhaust emissions.

Fugitive dust generated by demolition of existing structures was estimated using an emission factor (0.00042 lb PM_{10}/cubic feet building volume) from the *CEQA Air Quality Handbook* (SCAQMD 1993) and the estimated volume of the structures. Construction equipment to be used for site preparation includes one wheeled loader and one scraper. Equipment to be used for building erection incudes one electrical generator and one air compressor.

Table 4. Construction Emissions (lb/day)

	ROG		CO		NOx		SOx		PM_{10}	
	lb/day	ton/qtr	lb/day	ton/qtr	lb/day	ton/qtr	lb/day	ton/qtr	lb/day	ton/qtr
Equipment Exhaust	7.4	0.1	18.1	0.2	61.3	0.7	6.2	0.1	5.5	0.1
On-Road Trucks	2.3	<0.1	9.1	<.1	17.0	<.1	N/A	N/A	3.9	<0.1
Bulldozing (dust)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	46.7	0.1
Demolition (dust)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	82.5	0.1
Wind Erosion (dust)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0*	6.1
Total	**9.7**	**<0.2**	**27.2**	**<0.3**	**78.3**	**<0.8**	**6.2**	**0.1**	**138.6**	**<6.5**
Threshold	75	2.5	550	24.75	100	2.5	150	67	150	6.75

* Wind erosion associated with construction, demolition only on peak day.

Fugitive dust (PM_{10})would be generated by earth-moving activities (bulldozing) and wind erosion of exposed soils. Bulldozing emissions are calculated using emission factors in EPA AP-42, Section 8.24. Bulldozing emissions calculations assume that one tractor is in full operation during the peak day and are presented in Table 4. Wind erosion emissions assume that the entire Phase I and IV areas are exposed during the entire quarter.

Overall construction emissions are shown in Table 4. Dust generated by construction activities may pose a nuisance to persons living or working near construction sites. However, project emissions do not exceed the SCAQMD daily construction emissions thresholds. Therefore, impacts related to construction emissions are not considered significant.

Long-Term Impacts. The proposed project would generate vehicle trips and the associated emissions. It would also increase emissions associated with electricity and natural gas consumption. Trip generation rates were taken from the attached traffic study. The SCAQMD's MAAQI model was then used to estimate long-term emissions associated with project buildout. The emissions associated with project operation are presented in Table 5.

The total long-term emissions of the proposed project would exceed the SCAQMD operation thresholds for CO, ROC, and NOx. However, emissions of each of these pollutants constitute only a small fraction of the overall emissions identified for the entire West Altadena Community Redevelopment Plan in the 1986 EIR/EA on the plan. Because this project's emissions do not exceed the overall emissions identified for the larger redevelopment plan, this project's emissions were accounted for in the original EIR/EA, which identified a significant unmitigable air quality impact resulting from implementation of the entire redevelopment plan. Therefore, this project's air quality impact is not considered significant.

Table 5. Long-Term Emissions (lbs/day)

Land Use	Net Change in Emissions Generated by Project Site Development(lbs/day)		
	Carbon Monoxide (CO)	Reactive Organic Compounds (ROC)	Nitrogen Oxides (NOx)
Business Incubator	176.3	16.0	17.3
Retail[a]	873.6	94.8	116.1
Office	382.6	34.8	45.2
Residential	-80.3	-6.8	-7.8
Net Change	**1,352.2**	**138.8**	**170.8**
Net Increase for the entire West Altadena Community Redevelopment Plan[b]	11,538.2	1,160.6	2,828.6
Proposed Project's Proportional Contribution	11.7%	12.0%	6.0%

[a] The net change in emissions associated with retail development does not include the demolition of structures in the Phase III area. All existing Phase III structures are assumed to remain in order to provide a worst-case estimate of the net change in emissions following project implementation.

[b] The net increase in air pollutant emissions for the entire redevelopment plan is from the 1986 Final Environmental Impact Report/Environmental Assessment for the West Altadena Community Redevelopment Plan, prepared by ENVICOM Corporation for the Los Angeles County Community Development Commission.

Mitigation Measures

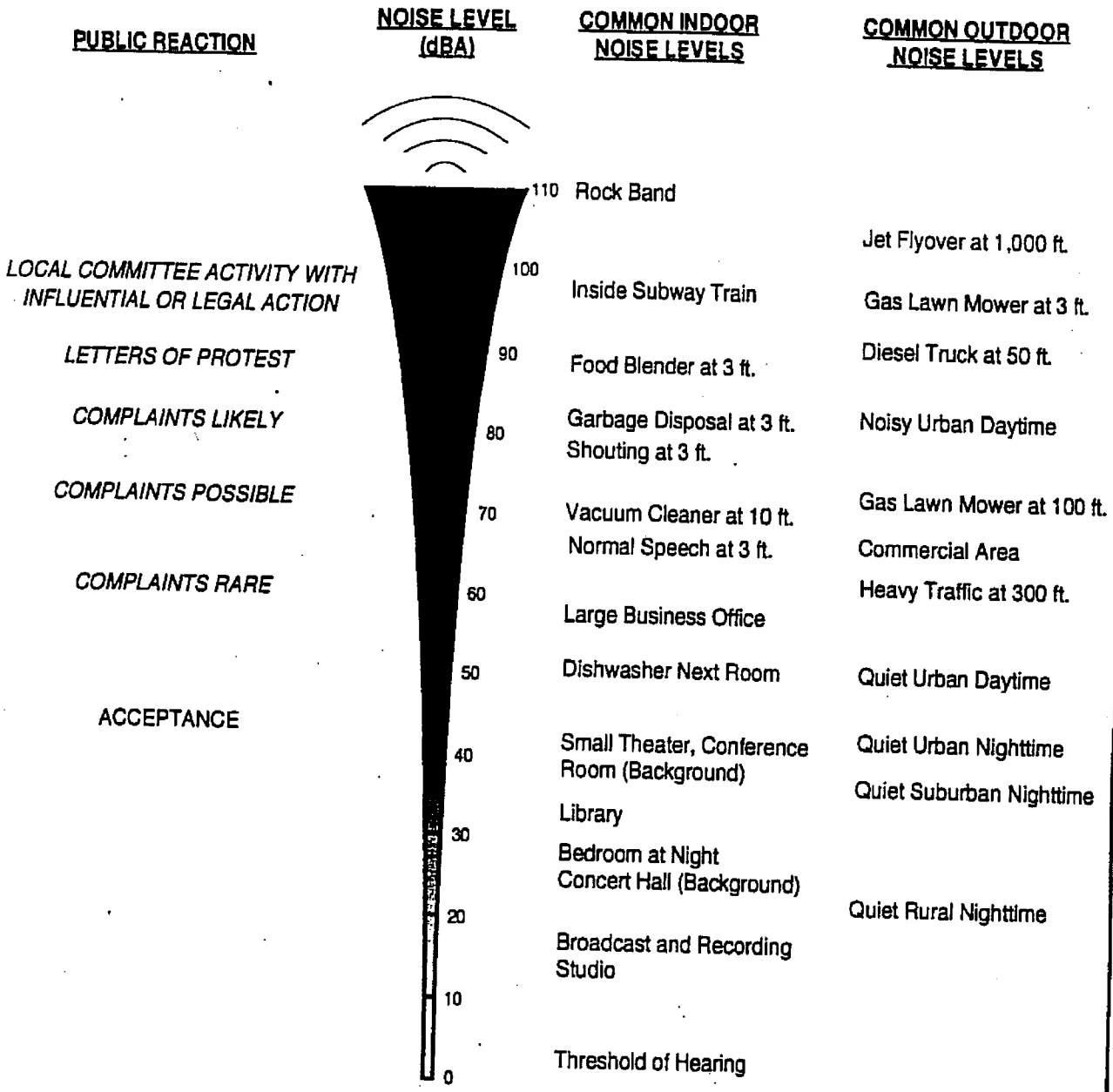
Project emissions would be within that anticipated in the 1986 Environmental Impact Report/Environmental Assessment for the Community Redevelopment Plan. All mitigation measutres included in the 1986 EIR/EA would apply. Thus, the project would not create any new significant air quality impact. All measures identified in that report would apply but no additional mitigation is required.

NOISE STUDY

Noise Setting

People are subject to a multitude of sounds in the urban environment. Many of these sounds are by-products of desirable and necessary day-to-day activities. However, some sounds, such as the those generated by automobiles or jet aircraft, are undesirable. Excessive undesirable noise can cause physical and/or psychological damage. Noise levels created by several common events, and the typical public response to such levels, are presented in Figure 3.

The amount of annoyance or damage caused by noise is primarily dependent upon several factors, including:



SOURCE: Caltrans Noise Manual, California Department of Transportation, March, 1980.

COMMON NOISE LEVELS AND PUBLIC REACTION

REPORT TITLE
Community Redevelopment Project

Figure 3

FUGRO

- the magnitude of the noise level in relation to the ambient (background) level;
- the duration of the noise event;
- the frequency of the occurrence of noise events; and
- the time of day in which the noise event occurs.

The unit of measurement typically used to assess community noise levels is the "A-weighted decibel", abbreviated dBA. A-weighting is a frequency correction that correlates overall sound pressure levels with the frequency response of the human ear.

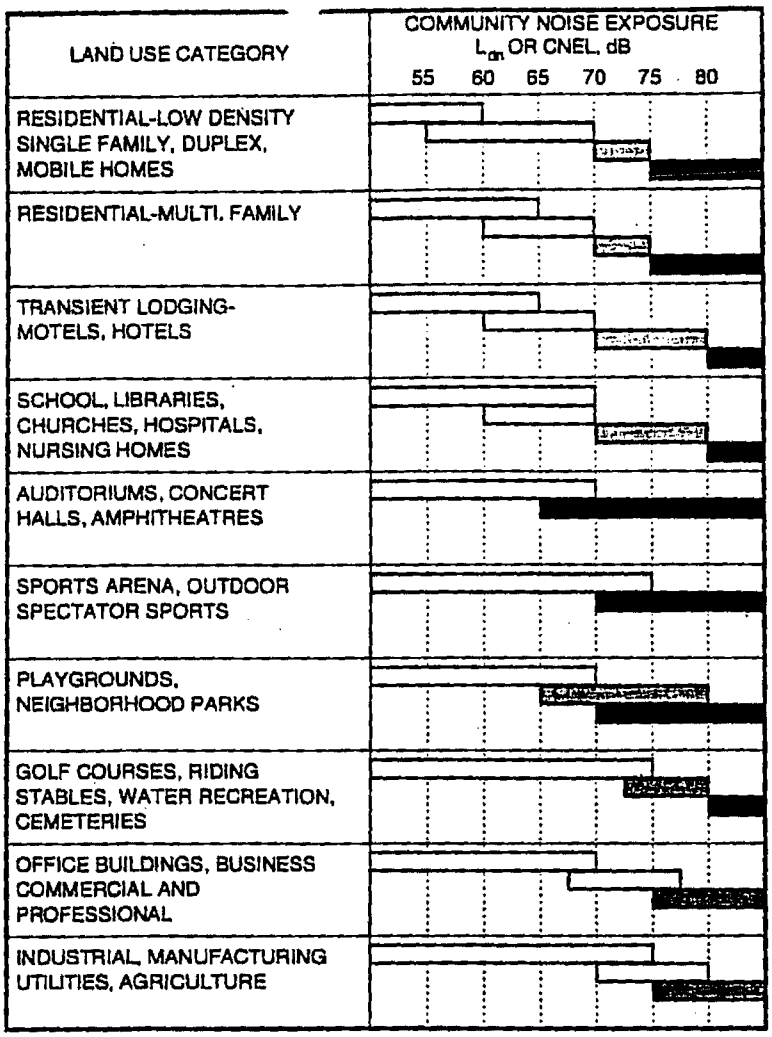
Because of the physical characteristics associated with noise transmission and reception, a doubling of noise energy normally results in about a 3 dBA increase in noise levels while a 10 dBA increase in noise level is generally required to perceive a doubling of noise. A 1 to 2 dBA change in ambient noise levels generally is not audible, even to sensitive receptors.

Noise levels diminish (or attenuate) as distance from the source increases based on an inverse square rule. However, the rate constant varies with the type of noise source. Sound attenuates from point sources (such as industrial facilities) at a rate of about 6 dBA per doubling of distance. Heavily traveled roads with few gaps in traffic behave as continuous line sources with an attenuation rate of about 3 dBA per doubling of distance. Otherwise, noise from roads typically attenuates by approximately 4.5 dBA per doubling of distance.

As previously discussed, the duration of noise and the time period at which it occurs are important factors in determining the impact of noise on nearby receptors. For example, noise is more disturbing at night than during the day.

To account for these factors, noise indices have been developed to measure average noise levels over time and penalize noise occurring at times when people are more sensitive to noise. Two commonly used indices are the Community Noise Equivalent Level (CNEL) and the Day-Night Average Level (Ldn). Both represent 24-hour average values based on the equivalent sound level (Leq), which is a constant sound level containing the same amount of acoustic energy as actual time-varying sound over a given time period. The CNEL penalizes noise occurring during the evening (7 p.m. to 10 p.m.) by 5 dBA and penalizes nighttime (10 p.m. to 7 a.m.) levels by 10 dBA to account for increased sensitivity of people to noise after dark. Appropriately weighted hourly Leqs are then combined over a 24-hour period to calculate the CNEL. The Ldn is similar to the CNEL, but does not penalize evening levels.

The State of California has established noise guidelines specifying levels of sound consistent with the protection of public health and welfare. Figure 4 presents a matrix depicting noise exposure levels normally considered compatible with various land uses. As the figure suggests, acceptable noise levels at uses such as residences and schools are generally lower than those levels considered acceptable at commercial and industrial uses.



INTERPRETATION

NORMALLY ACCEPTABLE

Specific land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

CONDITIONALLY ACCEPTABLE

New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

NORMALLY UNACCEPTABLE

New construction or development should generally be discouraged. If new consruction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

CLEARLY UNACCEPTABLE

New construction or development should generally not be undertaken.

CONSIDERATIONS IN DETERMINATION OF NOISE-COMPATIBLE LAND USE

A. NORMALIZED NOISE EXPOSURE INFORMATION DESIRED

Where sufficient data exists, evaluate land use suitability with respect to a "normalized" value of CNEL or L_{dn}. Normalized values are obtained by adding or subtracting the constants described in table 1 to the measured or calculated value of CNEL or L_{dn}.

B. NOISE SOURCE CHARACTERISTICS

The land use-noise compatibility recommendations should be viewed in relation to the specific source of the noise. For example, aircraft and railroad noise is normally made up of higher single noise events than auto traffic but occurs less frequently. Therefore, different sources yielding the same composite noise exposure do not necessarily create the same noise environment. The State Aeronautics Act uses 65 dB CNEL as the criterion which airports must eventually meet to protect existing residential communities from unacceptable exposure to aircraft noise. In order to facilitate the purpose of the Act, one of which is to encourage land uses compatible with the 65 dB CNEL criterion wherever possible, and in order to facilitate the ability of airports to comply with the Act, residential uses located in Community Noise Exposure Areas greater than 65 dB should be discouraged and considered located within normally unacceptable areas.

C. SUITABLE INTERIOR ENVIRONMENTS

One objective of locating residential units relative to a known noise source is to maintain a suitable interior noise environment at no greater than 45 dB CNEL of L_{dn}. This requirement, coupled with the measured or calculated noise reduction performance of the type of structure under consideration, should govern the minimum acceptable distance to a noise source.

D. ACCEPTABLE OUTDOOR ENVIRONMENTS

Another consideration, which in some communities is an overriding factor, is the desire for an acceptable outdoor noise environment. When this is the case, more restrictive standards for land use compatibility, typically below the maximum considered "normally acceptable" for that land use category, may be appropriate.

SOURCE: California Department of Health, Office of Noise Control

COMMON LAND USE COMPATABILITY

REPORT TITLE
Community Redevelopment Project

Figure 4

FUGRO

As a densely settled, urban community, Altadena is subject to a variety of noise sources. These include vehicular traffic, construction activity, commercial and industrial operations, and emergency vehicles. Of these, vehicular traffic is by far the greatest noise generator in most of the City. Noise levels are highest on the major commercial thoroughfares in the community: Lincoln Avenue and Woodbury Road.

Noise Impacts

Methodology and Significance Thresholds. Estimates of noise levels associated with construction activity are based upon levels reported in the Environmental Protection Agency publication "Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances." Roadway traffic noise levels are estimated, based upon a modification of the Federal Highway Noise Prediction Model (STAMINA 2.0, published by the Federal Highway Administration).

Project impacts are considered significant if implementation of the proposed project would cause continuous exposure to noise exceeding acceptable levels (as shown in Figure 4) for a period of 6 months or more. In instances where ambient noise levels do or will exceed acceptable levels even without the proposed project, impacts are considered significant if the noise level increase would be perceptible (3 dBA or greater).

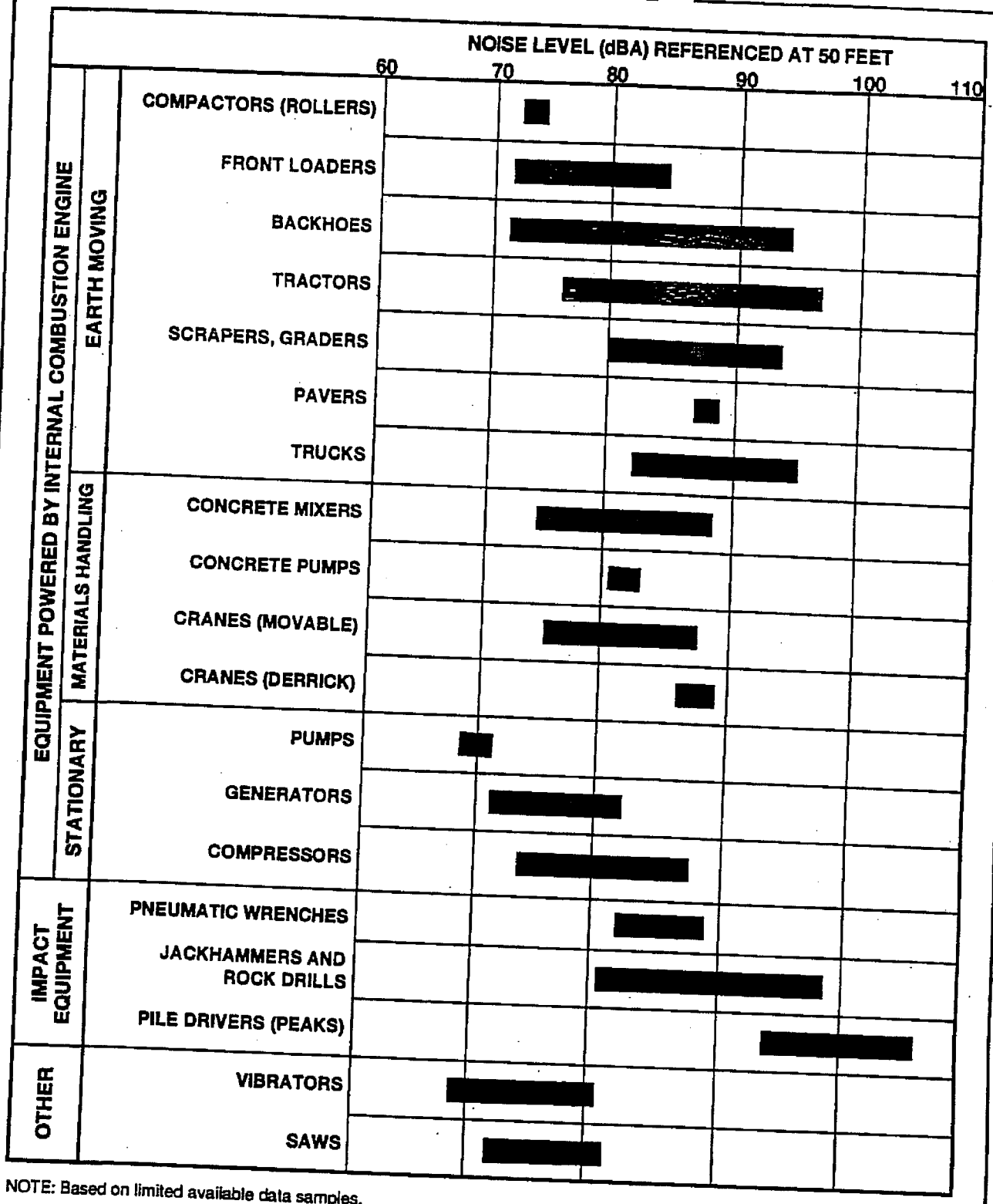
Project Impacts and Mitigation Measures

Construction Activity. Noise associated with construction activity varies greatly depending upon the types of equipment used, and equipment operation and maintenance. Typical noise levels associated with various pieces of construction equipment are illustrated in Figure 5. Construction noise generally occurs in several distinct phases, each of which has its own noise characteristics.

The first and noisiest phase is site preparation, which generally involves demolition, earth moving, compaction of soils, and the removal of excess material. The operation of heavy duty trucks, scrapers, graders, backhoes, and front-end loaders create high noise levels during this phase. Noise levels typically range from 73 to 96 dBA at a distance of 50 feet from individual pieces of equipment.

During the second phase of construction, foundation forms are constructed and concrete foundations are poured. Primary noise sources include heavy concrete trucks and mixers, cranes, and pneumatic drills. At 50 feet from the source, noise levels in the 70 to 90 dBA range are common.

The third and fourth phases consist of interior and facade construction, and site cleanup. Primary noise sources associated with the third phase include hammering, diesel generators,



NOTE: Based on limited available data samples.

SOURCE: EPA, 1971 "Noise from Construction Equipment and Operations, Building Equipment and Home Appliances," NTID 300-1.

CONSTRUCTION EQUIPMENT NOISE

REPORT TITLE
Community Redevelopment Project

Figure 5

FUGRO

The third and fourth phases consist of interior and facade construction, and site cleanup. Primary noise sources associated with the third phase include hammering, diesel generators, compressors, and light truck traffic. Noise levels are typically in the 60 to 80 dBA range at a distance of 50 feet. The fourth phase typically involves the use of trucks, landscape rollers, and compactors, with noise levels in the 65 to 75 dBA range.

Total noise levels generated on the worst-case day during each project phase are presented in Table 6. Worst-case noise levels at a distance of 50 feet from the noise source would exceed "normally acceptable" levels on some days during each project phase. This would have the potential to cause temporary annoyance to residents in the immediate area and may temporarily disrupt business activity on adjacent properties. However, because worst-case noise levels would occur only sporadically during the construction period, no continuous six-month exceedance of community noise standards is anticipated. Therefore, impacts are not considered significant. The 1986 Environmental Impact Report/Environmental Assessment for the West Altadena Community Redevelopment Plan recommends that construction activities be limited to weekdays from 7 a.m. to 6 p.m. and that all construction equipment be fitted with sound attenuation mufflers. Implementation of these measures would further reduce impacts to adjacent receptors.

Table 6. Worst-Case Noise Levels by Construction Phase

Construction Phase	Noise Level (dBA Ldn - at 50 feet from noise source)
Site Preparation	88
Foundation Construction	84
Interior and Facade Construction	83
Finishing/Site Cleanup	79

NOTE: Assumptions about equipment used and hours of operation for each construction phase are shown in Appendix B. These figures represent the "worst-case" day in which all equipment used during a given phase is operating. Because all equipment would not be operating on most days during construction, actual noise levels would, on many days, be lower than presented here.

Traffic Noise. Table 7 illustrates the changes in traffic-related noise levels that would occur along major area roadways with cumulative development until the year 1997 and the proposed project. Project-plus-cumulative traffic would increase noise levels along the major roadways in the area. The noise level increase on studied road segments would range from 0.3 dBA (on Lincoln Avenue north of Figueroa) to 0.8 dBA (on Woodbury Road west of Lincoln). Because such noise level increases would be inaudible to most listeners, traffic-related noise impacts to existing uses in the area are considered less than significant.

Table 7. Traffic Noise Impacts

Roadway Segment	Noise Level (dBA Ldn)[a]		
	1995 (No Project)	1997 + Project	Project Impact
Lincoln Avenue n/o Figueroa	65.7	66.0	+0.3
Lincoln Avenue s/o Crosby	65.8	66.5	+0.7
Woodbury Road w/o Lincoln	65.4	66.2	+0.8
Woodbury Road e/o Lincoln	67.0	67.5	+0.5

[a] Noise levels are estimated using a modification of the Federal Highway Noise Prediction Model. See Appendix B for model inputs.

The proposed office and retail uses are not considered noise sensitive. Therefore, although the noise levels along Lincoln Avenue exceed 65 dBA CNEL, no significant impact to the proposed uses would be anticipated. Any potential noise impacts would be mitigated through the use of noise attenuating design features, such as the use of insulation and appropriate building materials. Any potential impacts of commercial operations upon adjacent residents would be mitigated through the use of adequate buffers, such as berms or noise barriers. These mitigation measures were required in the 1986 Environmental Impact Report/Environmental Assessment for the West Altadena Community Redevelopment Plan. No additional mitigation is required.

Mitigation Measures

No significant impacts would occur with implementation of the measures identified in the 1986 Environmental Impact Report for the Community Redevelopment Plan. No additional mitigation is necessary.

APPENDIX A

Project: Altadena
Date: 01/20/95
Activity: Site Preparation

BULLDOZING - FUGITIVE DUST

E (lb/hr): 0.75*(silt) ^ 1.5/moisture ^ 1.4

Silt (%)	Moisture (%)	lb PM10/hr	hrs/day	lb PM10/day
7.5	2	5.8	8.0	46.7

BULLDOZING - FUGITIVE DUST (Mitigated)

E (lb/hr): 0.75*(silt) ^ 1.5/moisture ^ 1.4

Silt (%)	Moisture (%)	lb PM10/hr	hrs/day	lb PM10/day
7.5	15	0.3	8.0	2.8

Emission formulas from EPA AP-42, Section 8.24
Silt content for Ventura Area Soil Survey
Moisture from SCAQMD CEQA Handbook

Project: Altadena
Date: 01/23/95
Process: Debris Hauling

EMFAC7F-VEHICLE EMISSIONS CALCULATIONS

Year	1995
Daily 2-Way Trips	20
Trip Length	30
TOG-Temperature	75
CO-Temperature	50
NOx-Temperature	75
Speed	45

FLEET MIX

	Total	Proportion			Miles		
		NCat	Cat	Diesel	NCat	Cat	Diesel
%Autos	0.00	2.87	96.32	0.81	0	0	0
%LD Trucks	0.00	1.69	97.15	1.16	0	0	0
%MD Trucks	0.00	3.40	96.60	0.00	0	0	0
%HD Trucks	100.00	0.00	0.00	100.00	0	0	600
%Motorcycles	0.00	100.00	0.00	0.00	0	0	0
TOTAL	100.0				0	0	600

EMISSION FACTORS

TOG		CO		NOx		PM	
NCat Auto Run	4.26	NCat Auto Run	36.26	NCat Auto Run	2.73	NCat Auto Run	0.04
Cat Auto Run	0.23	Cat Auto Run	2.93	Cat Auto Run	0.60	Cat Auto Run	0.01
Diesel Auto Run	0.24	Diesel Auto Run	0.83	Diesel Auto Run	1.32	Diesel Auto Run	0.43
NCat LDT Run	3.72	NCat LDT Run	25.82	NCat LDT Run	2.54	NCat LDT Run	0.04
Cat LDT Run	0.32	Cat LDT Run	3.76	Cat LDT Run	0.80	Cat LDT Run	0.01
Diesel LDT Run	0.23	Diesel LDT Run	0.82	Diesel LDT Run	1.23	Diesel LDT Run	0.42
NCat MDT Run	3.66	NCat MDT Run	32.47	NCat MDT Run	2.46	NCat MDT Run	0.04
Cat MDT Run	0.51	Cat MDT Run	3.15	Cat MDT Run	1.43	Cat MDT Run	0.01
HDT Run	1.83	HDT Run	8.85	HDT Run	12.84	HDT Run	2.26
Motorcycle Run	1.73	Motorcycle Run	8.49	Motorcycle Run	1.00	Motorcycle Run	0.01
NCat Auto Hot Start	18.41	NCat Auto Hot Start	17.29	NCat Auto Hot Start	5.52	NCat Auto Tire Wear	0.20
Cat Auto Hot Start	0.54	Cat Auto Hot Start	11.71	Cat Auto Hot Start	1.41	Cat Auto Tire Wear	0.20
Diesel Auto Hot Start	0.17	Diesel Auto Hot Start	3.18	Diesel Auto Hot Start	0.09	Diesel Auto Tire Wear	0.20
NCat LDT Hot Start	12.57	NCat LDT Hot Start	38.21	NCat LDT Hot Start	6.04	NCat LDT Tire Wear	0.20
Cat LDT Hot Start	0.68	Cat LDT Hot Start	14.57	Cat LDT Hot Start	1.70	Cat LDT Tire Wear	0.20
Diesel LDT Hot Start	0.28	Diesel LDT Hot Start	3.64	Diesel LDT Hot Start	0.70	Diesel LDT Tire Wear	0.20
NCat MDT Hot Start	13.38	NCat MDT Hot Start	14.60	NCat MDT Hot Start	5.68	NCat MDT Tire Wear	0.20
Cat MDT Hot Start	1.02	Cat MDT Hot Start	12.29	Cat MDT Hot Start	2.75	Cat MDT Tire Wear	0.20
Motorcycle Hot Start	3.70	Motorcycle Hot Start	1.39	Motorcycle Hot Start	0.88	HDT Tire Wear	0.88
NCat Auto Cold Start	18.37	NCat Auto Cold Start	134.62	NCat Auto Cold Start	4.08	Motorcycle Tire Wear	0.10
Cat Auto Cold Start	4.49	Cat Auto Cold Start	113.06	Cat Auto Cold Start	2.81		
Diesel Auto Cold Start	0.56	Diesel Auto Cold Start	6.48	Diesel Auto Cold Start	0.31		
NCat LDT Cold Start	18.00	NCat LDT Cold Start	75.04	NCat LDT Cold Start	4.51		
Cat LDT Cold Start	4.93	Cat LDT Cold Start	140.60	Cat LDT Cold Start	3.06		
Diesel LDT Cold Start	0.91	Diesel LDT Cold Start	5.41	Diesel LDT Cold Start	1.02		
NCat MDT Cold Start	16.87	NCat MDT Cold Start	56.81	NCat MDT Cold Start	4.29		
Cat MDT Cold Start	5.84	Cat MDT Cold Start	160.69	Cat MDT Cold Start	4.85		
Motorcycle Cold Start	10.59	Motorcycle Cold Start	116.34	Motorcycle Cold Start	0.71		
NCat Auto Hot Soak	8.38						
Cat Auto Hot Soak	0.89						
NCat LDT Hot Soak	7.39						
Cat LDT Hot Soak	0.74						
NCat MDT Hot Soak	7.01						
Cat MDT Hot Soak	0.57						
Motorcycle Hot Soak	0.77						
NCat Auto Diurnal	5.06						
Cat Auto Diurnal	0.71						
NCat LDT Diurnal	4.49						
Cat LDT Diurnal	0.74						
NCat MDT Diurnal	4.26						
Cat MDT Diurnal	0.63						
Motorcycle Diurnal	0.57						
NCat Auto Resting	0.11						
Cat Auto Resting	0.24						
NCat LDT Resting	0.49						
Cat LDT Resting	0.26						
NCat MDT Resting	0.46						
Cat MDT Resting	0.23						
NCat Auto Evaporative	0.189						
Cat Auto Evaporative	0.054						
NCat LDT Evaporative	0.149						
Cat LDT Evaporative	0.046						
NCat MDT Evaporative	0.143						
Cat MDT Evaporative	0.038						

Glossary

NCat	Vehicles without catalytic convertors
Cat	Vehicles with catalytic convertors
LDT	Light duty truck
MDT	Medium duty truck
HDT	Heavy duty truck
Run	Exhaust emissions (g/mi) during warmed up operation
Hot Start	Exhaust emissions (g/trip) following short (< 1 hour) engine-off period
Cold Start	Exhaust emissions (g/trip) following long (>4 hours) engine-off period
Hot Soak	Evaporative emissions (g/trip) immediately following engine-off
Diurnal	Evaporative emissions (g/hour) due to daily rise in temperature
Resting	Evaporative emissions (g/hour) due to fuel line or plastic tank permeation
Evaporativ	Evaporative emissions (g/mi) due to fuel system heating during operation

RESULTS (lb/day)

	TOG	ROG	CO	NOx	PM	
Running	2.42	2.32	9.06	16.96	2.99	
Hot Start	0.00	0.00	0.00	0.00	0.67	(Tire Wear)
Cold Start	0.00	0.00	0.00	0.00	0.00	
Hot Soak	0.00	0.00	0.00	0.00	0.00	
Diurnal	0.00	0.00	0.00	0.00	0.00	
Resting	0.00	0.00	0.00	0.00	0.00	
Evaporative	0.00	0.00	0.00	0.00	0.00	
SUM	2.42	2.32	9.06	16.96	3.66	

Project: Altadena
Date: 01/23/96

Heavy Duty Construction Emissions - Peak Day and First Quarter

Demolition (days) 3

Equipment Type	BHP	[illegible]	Total Hrs	Emission Factors [illegible]					Emissions lbs				
				CO	THC	NOx	SOx	PM	CO	THC	NOx	SOx	PM
Track Tractor (CAT D6)	285	10.0	8.0	78.50	27.60	284.92	31.10	25.30	6.3	2.2	22.8	2.5	2.0
Track Tractor (CAT D8)	285	10.0	0.0	78.50	27.60	284.92	31.10	25.30	0.0	0.0	0.0	0.0	0.0
Backhoe (CAT 436)	77	2.8	0.0	96.66	43.20	321.23	31.20	29.30	0.0	0.0	0.0	0.0	0.0
Excavator (CAT 235)	250	9.0	0.0	82.85	40.55	339.82	31.10	24.00	0.0	0.0	0.0	0.0	0.0
Small Loader (CAT 950E)	160	5.5	0.0	96.66	43.20	321.23	31.20	29.30	0.0	0.0	0.0	0.0	0.0
Medium Loader (CAT 966)	216	7.5	16.0	96.66	43.20	321.23	31.20	29.30	11.8	5.2	38.5	3.7	3.5
Paving Machine (CAT AP600)	102	6.6	0.0	153.51	33.70	368.01	31.10	30.10	0.0	0.0	0.0	0.0	0.0
Crane	100	6.5	0.0	153.51	33.70	368.01	31.10	30.10	0.0	0.0	0.0	0.0	0.0
							Total lb/day		18.1	7.4	61.3	6.2	5.5
							Ton/quarter		0.027	0.011	0.092	0.009	0.008

Site Clearing (days) 3

Equipment Type	BHP	[illegible]	Total Hrs	Emission Factors [illegible]					Emissions lbs				
				CO	THC	NOx	SOx	PM	CO	THC	NOx	SOx	PM
Track Tractor (CAT D6)	185	8.5	0.0	78.50	27.60	284.92	31.10	25.30	0.0	0.0	0.0	0.0	0.0
Track Tractor (CAT D8)	285	10.0	0.0	78.50	27.60	284.92	31.10	25.30	0.0	0.0	0.0	0.0	0.0
Backhoe (CAT 436)	77	2.8	0.0	96.66	43.20	321.23	31.20	29.30	0.0	0.0	0.0	0.0	0.0
Scraper (CAT 623)	365	11.5	8.0	84.80	19.00	258.80	31.20	27.30	7.8	1.7	23.8	2.9	2.5
Excavator (CAT 235)	250	9.0	0.0	82.85	40.55	339.82	31.10	24.00	0.0	0.0	0.0	0.0	0.0
Small Loader (CAT 950E)	180	5.5	0.0	96.66	43.20	321.23	31.20	29.30	0.0	0.0	0.0	0.0	0.0
Medium Loader (CAT 966)	216	7.5	8.0	96.66	43.20	321.23	31.20	29.30	5.9	2.6	19.3	1.9	1.8
Paving Machine (CAT AP600)	102	6.6	0.0	153.51	33.70	368.01	31.10	30.10	0.0	0.0	0.0	0.0	0.0
Crane	100	6.5	0.0	153.51	33.70	368.01	31.10	30.10	0.0	0.0	0.0	0.0	0.0
								Lb/day	13.7	4.3	43.1	4.7	4.3
								Ton/Qtr	0.021	0.007	0.065	0.007	0.006

Construction (days) 59

Equipment Type	BHP	Total Hrs	Emission Factors [illegible]					Emissions Pounds/day				
			CO	THC	NOx	SOx	PM	CO	THC	NOx	SOx	PM
Generator	25	8	3.03	1.14	14.00	0.93	1.00	1.3	0.5	6.2	0.4	0.4
Air Compressor	50	8	3.03	1.14	14.00	0.93	1.00	2.7	1.0	12.3	0.8	0.9
						Total lb/day		4.0	1.5	16.5	1.2	1.3
						Ton/quarter		0.118	0.044	0.548	0.036	0.039
						Total ton/quarter		0.17	0.06	0.70	0.05	0.05

Form: Vta.(comp 11/93)
COMPUTATIONS

Job No.:_____ By:_____ Date:_____
Checked By:_____ Date:_____ Sheet No.____of____
Subject:_____

FUGRO

Altadena

$\boxed{\text{Demo}}$ - 42,875 + 16,080 = 58,955 × 10 ft² = 589,550 ft³
(3 days) Phase 1 Phase 4

= 1180 tons (5% structural volume, 80 lb/ft³)

Assume: 3 days, 20 tons per truck ~ 60 trips total, 20 truck trips per day

Dust = ft³ * 0.00042 lb PM₁₀/ft³ = 247.6 lbs Total / 3 days = 82.5 lbs/day
(CEQA AQ Handbook)

Equipment: 2 wheeled loaders (966) + 1 D8 Dozer

Construction -

Site Prep. - 3 days

Equipment: 1 loader (966), 1 scraper (623)

Batch Drop - assume minor (no calcs)

Bulldoze - 8 hrs, SCAQMD defaults

Wind Erosion - (Phase 1 + 4) = 10.3 acres @ 26.4 lb/acre/day = 271.9 lb/day
OR
12.2 TPQ (90 days)
÷ 2 for site watering
= 6.1 TPQ

Building = 65-3-3 = 59 days

Equipment - Gen. + Comp.

----------PROJECT DESCRIPTION ----------

PROJECT NAME AND DESCRIPTION: Altadena
Business Incubator
PROJECT STARTING YEAR: 1995
CITY: ALTADENA ZIP CODE:
COUNTY: LOS ANGELES AREA NUMBER: AREA2
L.U., DESCR. AND SIZE: NON_RESIDENTIAL, OFFICE (10 - 100), 40 1000 SQ.FT.
AVERAGE DAILY TRIPS: 702 (PER 1000 SQ.FT.-- 17.55)
NUMBER OF VEHICLES: 350 TOTAL PROJECT VMT: 5267 miles

-----TRIP PURPOSE DATA:	Work	Non-Work	
AVERAGE TRIP SPEEDS:	25.0	25.0	mph
AVERAGE TRIP LENGTHS:	10.0	5.8	miles
TRIP PERCENTAGES:	40.0	60.0	percent
VEHICLE MILES TRAVELLED:	2810.0	2457.1	miles

VEHICLE DATA DISTRIBUTIONS:	Heavy Duty Vehicles		Passenger Vehicles	
Average Daily Trips	12.9%	90/day	87.1%	610/day
Number of Vehicles	13.5%	47	86.5%	302
Vehicle Miles Travelled	12.5%	658 miles	87.5%	4608 miles

TRIP COLD/HOT STARTS: 70% COLD, 30% HOT

ELECTRICAL SUPPLIER: SCE
CONVERSION FACTOR from PER 1000 SQ.FT.
to MEGAWATT-HR/DAY is 12950.0/365/1000
and to MILLION CU FT/DAY is 2000.0/30/1,000,000

RUN TYPE: Project Specific DATA CASE: Project Without Mitigation

EMISSIONS (in lbs/day)

VEHICLES--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
Work Trip Running Emissions--					
CO	34.8	12.2	47.0	47.0	0.0%
ROC	2.4	1.2	3.7	3.7	0.0%
NOx	3.6	3.9	7.5	7.5	0.0%
SOx	0.3	0.3	0.6		
PM10-Exhaust	0.1	0.3	0.4	0.4	0.0%
PM10-Tire Wear	0.5	0.1	0.7	0.7	0.0%
LEAD	0.001	0.001	0.002		
Non-Work Trip Running Emissions--					
CO	30.4	10.7	41.1	41.1	0.0%
ROC	2.1	1.1	3.2	3.2	0.0%
NOx	3.1	3.4	6.5	6.5	0.0%
SOx	0.3	0.2	0.5		
PM10-Exhaust	0.0	0.3	0.3	0.3	0.0%
PM10-Tire Wear	0.5	0.1	0.6	0.6	0.0%
LEAD	0.001	0.001	0.001		
Work Trip Start & Soak Emissions--					
CO Cold Start	30.9	2.3	33.3	33.3	0.0%
ROC Cold Start	1.6	0.1	1.8	1.8	0.0%
NOx Cold Start	1.0	0.1	1.1	1.1	0.0%
CO Hot Start	1.8	0.1	1.9	1.9	0.0%
ROC Hot Start	0.2	0.0	0.2	0.2	0.0%
NOx Hot Start	0.2	0.0	0.2	0.2	0.0%
ROC Hot Soak	0.6	0.1	0.7	0.7	0.0%
Non-Work Trip Start & Soak Emissions--					
CO Cold Start	46.4	3.5	49.9	49.9	0.0%
ROC Cold Start	2.5	0.2	2.7	2.7	0.0%
NOx Cold Start	1.4	0.2	1.6	1.6	0.0%
CO Hot Start	2.6	0.1	2.8	2.8	0.0%
ROC Hot Start	0.2	0.0	0.3	0.3	0.0%
NOx Hot Start	0.3	0.0	0.3	0.3	0.0%
ROC Hot Soak	0.9	0.1	1.0	1.0	0.0%

Other Evaporative Emissions--

ROC-Diurnal	2.1	0.3	2.5

TOTAL EMISSIONS SUMMARY

VEHICULAR--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
CO	147.0	29.0	175.9	175.9	0.0%
ROC	12.7	3.2	16.0	16.0	0.0%
NOx	9.6	7.6	17.3	17.3	0.0%
SOx	0.6	0.5	1.1		
PM10	1.1	0.8	2.0	2.0	0.0%
LEAD	0.001	0.002	0.003		

STATIONARY--	ELECT.	GAS	BOTH	MITIGATED	EFFIC.
CO	0.28	0.05	0.34	0.34	0.0%
ROC	0.01	0.01	0.03	0.03	0.0%
NOx	1.63	0.32	1.95	1.95	0.0%
SOx	0.17	0.00	0.17		
PM10	0.06	0.00	0.06	0.06	0.0%

TOTAL--	EMISS.	THRES.	%THRES	MITIGATED	%THRES
CO	176.3	550.0	32%	176.3	32%
ROC	16.0	55.0	29%	16.0	29%
NOx	19.2	55.0	35%	19.2	35%
SOx	1.3	150.0	1%		
PM10	2.0	150.0	1%	2.0	1%
LEAD	0.003	N/A	N/A		

----------PROJECT DESCRIPTION ----------

PROJECT NAME AND DESCRIPTION: Altadena
Retail Demolition (Phases I and IV)
PROJECT STARTING YEAR: 1995
CITY: ALTADENA ZIP CODE:
COUNTY: LOS ANGELES AREA NUMBER: AREA2
L.U., DESCR. AND SIZE: NON_RESIDENTIAL, RETAIL CENTER, SPECIAL, 25 1000 SQ.FT.
AVERAGE DAILY TRIPS: 4924 (PER 1000 SQ.FT.-- 196.98)
NUMBER OF VEHICLES: 2462 TOTAL PROJECT VMT: 36997 miles

-----TRIP PURPOSE DATA:	Work	Non-Work	
AVERAGE TRIP SPEEDS:	25.0	25.0	mph
AVERAGE TRIP LENGTHS:	10.0	5.8	miles
TRIP PERCENTAGES:	40.0	60.0	percent
VEHICLE MILES TRAVELLED:	19738.4	17259.2	miles

VEHICLE DATA DISTRIBUTIONS:	Heavy Duty Vehicles		Passenger Vehicles	
Average Daily Trips	12.9%	633/day	87.1%	4290/day
Number of Vehicles	13.5%	332	86.5%	2129
Vehicle Miles Travelled	12.5%	4624 miles	87.5%	32372 miles

TRIP COLD/HOT STARTS: 20% COLD, 80% HOT

ELECTRICAL SUPPLIER: SCE
CONVERSION FACTOR from PER 1000 SQ.FT.
to MEGAWATT-HR/DAY is 13550.0/365/1000
and to MILLION CU FT/DAY is 2900.0/30/1,000,000

RUN TYPE: Project Specific DATA CASE: Project Without Mitigation

EMISSIONS (in lbs/day)

VEHICLES--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
Work Trip Running Emissions--					
CO	244.6	85.8	330.4	330.4	0.0%
ROC	17.2	8.8	25.9	25.9	0.0%
NOx	25.1	27.4	52.6	52.6	0.0%
SOx	2.3	1.8	4.1		
PM10-Exhaust	0.4	2.1	2.5	2.5	0.0%
PM10-Tire Wear	3.8	1.0	4.8	4.8	0.0%
LEAD	0.005	0.006	0.011		
Non-Work Trip Running Emissions--					
CO	213.9	75.0	288.9	288.9	0.0%
ROC	15.0	7.7	22.7	22.7	0.0%
NOx	22.0	24.0	46.0	46.0	0.0%
SOx	2.0	1.6	3.6		
PM10-Exhaust	0.3	1.8	2.2	2.2	0.0%
PM10-Tire Wear	3.3	0.9	4.2	4.2	0.0%
LEAD	0.004	0.005	0.009		
Work Trip Start & Soak Emissions--					
CO Cold Start	62.1	4.7	66.8	66.8	0.0%
ROC Cold Start	3.3	0.3	3.6	3.6	0.0%
NOx Cold Start	1.9	0.2	2.1	2.1	0.0%
CO Hot Start	33.1	1.9	34.9	34.9	0.0%
ROC Hot Start	2.9	0.3	3.2	3.2	0.0%
NOx Hot Start	4.0	0.4	4.4	4.4	0.0%
ROC Hot Soak	4.2	0.5	4.7	4.7	0.0%
Non-Work Trip Start & Soak Emissions--					
CO Cold Start	93.0	7.0	100.1	100.1	0.0%
ROC Cold Start	5.0	0.4	5.4	5.4	0.0%
NOx Cold Start	2.9	0.3	3.2	3.2	0.0%
CO Hot Start	49.6	2.8	52.4	52.4	0.0%
ROC Hot Start	4.4	0.4	4.8	4.8	0.0%
NOx Hot Start	5.9	0.6	6.6	6.6	0.0%
ROC Hot Soak	6.3	0.7	7.0	7.0	0.0%

Other Evaporative Emissions--

ROC-Diurnal	15.1	2.3	17.4

TOTAL EMISSIONS SUMMARY

VEHICULAR--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
CO	696.2	177.1	873.3	873.3	0.0%
ROC	73.3	21.4	94.7	94.7	0.0%
NOx	61.8	53.0	114.8	114.8	0.0%
SOx	4.3	3.4	7.6		
PM10	7.9	5.9	13.7	13.7	0.0%
LEAD	0.009	0.011	0.020		

STATIONARY--	ELECT.	GAS	BOTH	MITIGATED	EFFIC.
CO	0.19	0.05	0.23	0.23	0.0%
ROC	0.01	0.01	0.02	0.02	0.0%
NOx	1.07	0.29	1.36	1.36	0.0%
SOx	0.11	0.00	0.11		
PM10	0.04	0.00	0.04	0.04	0.0%

TOTAL--	EMISS.	THRES.	%THRES	MITIGATED	%THRES
CO	873.6	550.0	159%	873.6	159%
ROC	94.8	55.0	172%	94.8	172%
NOx	116.1	55.0	211%	116.1	211%
SOx	7.8	150.0	5%		
PM10	13.8	150.0	9%	13.8	9%
LEAD	0.020	N/A	N/A		

----------PROJECT DESCRIPTION ----------

PROJECT NAME AND DESCRIPTION: Altadena
Residential Demolition (Phases I and IV)
PROJECT STARTING YEAR: 1995
CITY: ALTADENA ZIP CODE:
COUNTY: LOS ANGELES AREA NUMBER: AREA2
L.U., DESCR. AND SIZE: RESIDENTIAL, SINGLE FAMILY, 29 DWELLING UNIT
AVERAGE DAILY TRIPS: 277 (PER DWELLING UNIT-- 9.55)
NUMBER OF VEHICLES: 138 TOTAL PROJECT VMT: 1992 miles

-----TRIP PURPOSE DATA:	Home-Other	Home-Shop	Home-Work	
AVERAGE TRIP SPEEDS:	25.0	25.0	25.0	mph
AVERAGE TRIP LENGTHS:	6.1	5.3	8.9	miles
TRIP PERCENTAGES:	47.1	9.4	43.5	percent
VEHICLE MILES TRAVELLED:	788.3	136.2	1068.4	miles

VEHICLE DATA DISTRIBUTIONS:	Heavy Duty Vehicles		Passenger Vehicles	
Average Daily Trips	12.9%	35/day	87.1%	240/day
Number of Vehicles	13.5%	18	86.5%	119
Vehicle Miles Travelled	12.5%	249 miles	87.5%	1743 miles

TRIP COLD/HOT STARTS: 100% COLD, 0% HOT

ELECTRICAL SUPPLIER: SCE
CONVERSION FACTOR from PER DWELLING UNIT
to MEGAWATT-HR/DAY is 5626.5/365/1000
and to MILLION CU FT/DAY is 6650.0/30/1,000,000

RUN TYPE: Project Specific DATA CASE: Project Without Mitigation

EMISSIONS (in lbs/day)

VEHICLES--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
Home-Other Trip Running Emissions--					
CO	9.8	3.4	13.2	13.2	0.0%
ROC	0.7	0.4	1.0	1.0	0.0%
NOx	1.0	1.1	2.1	2.1	0.0%
SOx	0.1	0.1	0.2		
PM10-Exhaust	0.0	0.1	0.1	0.1	0.0%
PM10-Tire Wear	0.2	0.0	0.2	0.2	0.0%
LEAD	0.000	0.000	0.000		
Home-Shop Trip Running Emissions--					
CO	1.7	0.6	2.3	2.3	0.0%
ROC	0.1	0.1	0.2	0.2	0.0%
NOx	0.2	0.2	0.4	0.4	0.0%
SOx	0.0	0.0	0.0		
PM10-Exhaust	0.0	0.0	0.0	0.0	0.0%
PM10-Tire Wear	0.0	0.0	0.0	0.0	0.0%
LEAD	0.000	0.000	0.000		
Home-Work Trip Running Emissions--					
CO	13.2	4.6	17.9	17.9	0.0%
ROC	0.9	0.5	1.4	1.4	0.0%
NOx	1.4	1.5	2.8	2.8	0.0%
SOx	0.1	0.1	0.2		
PM10-Exhaust	0.0	0.1	0.1	0.1	0.0%
PM10-Tire Wear	0.2	0.1	0.3	0.3	0.0%
LEAD	0.000	0.000	0.001		
Home-Other Trip Start & Soak Emissions--					
CO Cold Start	20.5	1.5	22.0	22.0	0.0%
ROC Cold Start	1.1	0.1	1.2	1.2	0.0%
NOx Cold Start	0.6	0.1	0.7	0.7	0.0%
CO Hot Start	0.0	0.0	0.0	0.0	0.0%
ROC Hot Start	0.0	0.0	0.0	0.0	0.0%
NOx Hot Start	0.0	0.0	0.0	0.0	0.0%
ROC Hot Soak	0.3	0.0	0.3	0.3	0.0%

Home-Shop Trip Start & Soak Emissions--

CO Cold Start	4.1	0.3	4.4	4.4	0.0%
ROC Cold Start	0.2	0.0	0.2	0.2	0.0%
NOx Cold Start	0.1	0.0	0.1	0.1	0.0%
CO Hot Start	0.0	0.0	0.0	0.0	0.0%
ROC Hot Start	0.0	0.0	0.0	0.0	0.0%
NOx Hot Start	0.0	0.0	0.0	0.0	0.0%
ROC Hot Soak	0.1	0.0	0.1	0.1	0.0%

Home-Work Trip Start & Soak Emissions--

CO Cold Start	18.9	1.4	20.4	20.4	0.0%
ROC Cold Start	1.0	0.1	1.1	1.1	0.0%
NOx Cold Start	0.6	0.1	0.6	0.6	0.0%
CO Hot Start	0.0	0.0	0.0	0.0	0.0%
ROC Hot Start	0.0	0.0	0.0	0.0	0.0%
NOx Hot Start	0.0	0.0	0.0	0.0	0.0%
ROC Hot Soak	0.3	0.0	0.3	0.3	0.0%

Other Evaporative Emissions--

ROC-Diurnal	0.8	0.1	1.0

TOTAL EMISSIONS SUMMARY

VEHICULAR--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
CO	68.2	11.9	80.1	80.1	0.0%
ROC	5.5	1.3	6.8	6.8	0.0%
NOx	3.9	2.9	6.8	6.8	0.0%
SOx	0.2	0.2	0.4		
PM10	0.4	0.3	0.7	0.7	0.0%
LEAD	0.000	0.001	0.001		

STATIONARY--	ELECT.	GAS	BOTH	MITIGATED	EFFIC.
CO	0.09	0.13	0.22	0.22	0.0%
ROC	0.00	0.03	0.04	0.04	0.0%
NOx	0.51	0.51	1.03	1.03	0.0%
SOx	0.05	0.00	0.05		
PM10	0.02	0.00	0.02	0.02	0.0%

TOTAL--	EMISS.	THRES.	%THRES	MITIGATED	%THRES
CO	80.3	550.0	15%	80.3	15%
ROC	6.8	55.0	12%	6.8	12%
NOx	7.8	55.0	14%	7.8	14%
SOx	0.5	150.0	0%		
PM10	0.8	150.0	1%	0.8	1%
LEAD	0.001	N/A	N/A		

----------PROJECT DESCRIPTION- ----------

PROJECT NAME AND DESCRIPTION: Altadena
Office Development
PROJECT STARTING YEAR: 1997
CITY: ALTADENA ZIP CODE:
COUNTY: LOS ANGELES AREA NUMBER: AREA2
L.U., DESCR. AND SIZE: NON_RESIDENTIAL, OFFICE (100 - 200), 130 1000 SQ.FT.
AVERAGE DAILY TRIPS: 1711 (PER 1000 SQ.FT.-- 13.16)
NUMBER OF VEHICLES: 855 TOTAL PROJECT VMT: 12982 miles

-----TRIP PURPOSE DATA:	Work	Non-Work	
AVERAGE TRIP SPEEDS:	24.7	24.7	mph
AVERAGE TRIP LENGTHS:	10.1	5.9	miles
TRIP PERCENTAGES:	40.0	60.0	percent
VEHICLE MILES TRAVELLED:	6927.7	6055.3	miles

VEHICLE DATA DISTRIBUTIONS:	Heavy Duty Vehicles		Passenger Vehicles	
Average Daily Trips	12.9%	220/day	87.1%	1489/day
Number of Vehicles	13.5%	115	86.5%	739
Vehicle Miles Travelled	12.5%	1622 miles	87.5%	11359 miles

TRIP COLD/HOT STARTS: 70% COLD, 30% HOT

ELECTRICAL SUPPLIER: SCE
CONVERSION FACTOR from PER 1000 SQ.FT.
to MEGAWATT-HR/DAY is 12950.0/365/1000
and to MILLION CU FT/DAY is 2000.0/30/1,000,000

RUN TYPE: Project Specific DATA CASE: Project Without Mitigation

EMISSIONS (in lbs/day)

VEHICLES--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
Work Trip Running Emissions--					
CO	74.1	25.6	99.7	99.7	0.0%
ROC	5.2	2.8	8.0	8.0	0.0%
NOx	7.8	8.9	16.7	16.7	0.0%
SOx	0.8	0.6	1.4		
PM10-Exhaust	0.1	0.6	0.7	0.7	0.0%
PM10-Tire Wear	1.3	0.4	1.7	1.7	0.0%
LEAD	0.000	0.002	0.002		
Non-Work Trip Running Emissions--					
CO	64.8	22.4	87.1	87.1	0.0%
ROC	4.5	2.5	7.0	7.0	0.0%
NOx	6.8	7.8	14.6	14.6	0.0%
SOx	0.7	0.5	1.2		
PM10-Exhaust	0.1	0.5	0.6	0.6	0.0%
PM10-Tire Wear	1.2	0.3	1.5	1.5	0.0%
LEAD	0.000	0.002	0.002		
Work Trip Start & Soak Emissions--					
CO Cold Start	68.9	5.1	74.0	74.0	0.0%
ROC Cold Start	3.8	0.3	4.1	4.1	0.0%
NOx Cold Start	2.2	0.3	2.5	2.5	0.0%
CO Hot Start	3.7	0.2	4.0	4.0	0.0%
ROC Hot Start	0.4	0.0	0.4	0.4	0.0%
NOx Hot Start	0.5	0.1	0.6	0.6	0.0%
ROC Hot Soak	1.2	0.1	1.4	1.4	0.0%
Non-Work Trip Start & Soak Emissions--					
CO Cold Start	103.2	7.6	110.8	110.8	0.0%
ROC Cold Start	5.7	0.5	6.2	6.2	0.0%
NOx Cold Start	3.3	0.4	3.7	3.7	0.0%
CO Hot Start	5.6	0.4	6.0	6.0	0.0%
ROC Hot Start	0.5	0.1	0.6	0.6	0.0%
NOx Hot Start	0.7	0.1	0.8	0.8	0.0%
ROC Hot Soak	1.9	0.2	2.1	2.1	0.0%

Other Evaporative Emissions--

ROC-Diurnal	4.3	0.7	5.0

TOTAL EMISSIONS SUMMARY

VEHICULAR--	PASS.	TRUCK	BOTH	MITIGATED	EFFIC.
CO	320.2	61.3	381.5	381.5	0.0%
ROC	27.4	7.3	34.7	34.7	0.0%
NOx	21.3	17.5	38.9	38.9	0.0%
SOx	1.5	1.1	2.6		
PM10	2.6	1.8	4.5	4.5	0.0%
LEAD	0.000	0.004	0.004		

STATIONARY--	ELECT.	GAS	BOTH	MITIGATED	EFFIC.
CO	0.92	0.17	1.10	1.10	0.0%
ROC	0.05	0.05	0.09	0.09	0.0%
NOx	5.30	1.04	6.34	6.34	0.0%
SOx	0.55	0.00	0.55		
PM10	0.18	0.00	0.19	0.19	0.0%

TOTAL--	EMISS.	THRES.	%THRES	MITIGATED	%THRES
CO	382.6	550.0	70%	382.6	70%
ROC	34.8	55.0	63%	34.8	63%
NOx	45.2	55.0	82%	45.2	82%
SOx	3.2	150.0	2%		
PM10	4.6	150.0	3%	4.6	3%
LEAD	0.004	N/A	N/A		

APPENDIX

Phase 1

CONSTRUCTION NOISE IMPACT PROJECTION

Assumed Attenuation: 6 dBA per doubling of distance

NOISE SOURCE	NUMBER OF UNITS	ASSUMED USE FACTOR	MAX SOUND PRESSURE LEVEL @ 50 FT (dBA)	DISTANC (Feet)	NOISE LEVEL Leq (dBA)
BACKHOE	1	0.73	85	50	84
COMPACTOR	0	0.73	83	50	NA
CONCRETE MIXER	0	0.73	85	50	NA
CONCRETE PUMP	0	0.73	82	50	NA
COMPRESSORS	0	0.73	81	50	NA
CRANE	0	0.73	83	50	NA
DERRICK	0	0.73	88	50	NA
D8 DOZER (no muffler or engin	0	0.73	90	50	NA
D8H DOZER (muffler & partial	0	0.73	83	50	NA
D8K (muffler, engine enc., lubri	0	0.73	80	50	NA
ELECTRIC GENERATOR	0	0.73	90	50	NA
FORKLIFT	0	0.73	80	50	NA
GARBAGE TRUCK (COMPACT	1	0.73	90	50	89
GRADER	1	0.73	85	50	84
HOE EXCAVATOR	0	0.73	85	50	NA
JACK HAMMERS	0	0.73	88	50	NA
LOADER	1	0.73	83	50	82
PAVER	0	0.73	89	50	NA
PICK-UP TRUCK	0	0.73	79	50	NA
PICK-UP (2.5 tn)	0	0.73	79	50	NA
PICK-UP (4-W DRIVE)	0	0.73	75	50	NA
PILE DRIVER (PEAK)	0	0.73	101	50	NA
PNEUMATIC TOOLS	0	0.73	86	50	NA
PUMP	0	0.73	66	50	NA
ROCK DRILL	0	0.73	98	50	NA
SCRAPER	1	0.73	88	50	87
SHEEPSFOOT ROLLER	0	0.73	78	50	NA
SHREDDER	0	0.73	75	50	NA
TRUCK TRACTOR	0	0.73	82	50	NA
VACUUM TRUCK	0	0.73	76	50	NA
VAN	0	0.73	77	50	NA
WATER TRUCK	0	0.73	88	50	NA
WATER WAGON	0	0.73	83	50	NA

TOTAL Leq DURING NORMAL OPERATIONS:	93
ASSUMED DAYTIME AMBIENT WITHOUT CONSTRUCTION:	60
ASSUMED NIGHTTIME AMBIENT:	55
NUMBER OF DAYTIME HOURS OPERATING:	8
NUMBER OF EVENING HOURS OPERATING:	0
NUMBER OF NIGHTTIME HOURS OPERATING:	0
ESTIMATED Ldn:	88
ESTIMATED CNEL:	88

Phase 2

CONSTRUCTION NOISE IMPACT PROJECTION

Assumed Attenuation: 6 dBA per doubling of distance

NOISE SOURCE	NUMBER OF UNITS	ASSUMED USE FACTOR	MAX SOUND PRESSURE LEVEL @ 50 FT (dBA)	DISTANC (Feet)	NOISE LEVEL Leq (dBA)
BACKHOE	0	0.73	85	50	NA
COMPACTOR	0	0.73	83	50	NA
CONCRETE MIXER	1	0.73	85	50	84
CONCRETE PUMP	0	0.73	82	50	NA
COMPRESSORS	0	0.73	81	50	NA
CRANE	1	0.73	83	50	82
DERRICK	0	0.73	88	50	NA
D8 DOZER (no muffler or engin	0	0.73	90	50	NA
D8H DOZER (muffler & partial	0	0.73	83	50	NA
D8K (muffler, engine enc., lubri	0	0.73	80	50	NA
ELECTRIC GENERATOR	0	0.73	90	50	NA
FORKLIFT	0	0.73	80	50	NA
GARBAGE TRUCK (COMPACT	0	0.73	90	50	NA
GRADER	0	0.73	85	50	NA
HOE EXCAVATOR	0	0.73	85	50	NA
JACK HAMMERS	0	0.73	88	50	NA
LOADER	0	0.73	83	50	NA
PAVER	0	0.73	89	50	NA
PICK-UP TRUCK	0	0.73	79	50	NA
PICK-UP (2.5 tn)	0	0.73	79	50	NA
PICK-UP (4-W DRIVE)	0	0.73	75	50	NA
PILE DRIVER (PEAK)	0	0.73	101	50	NA
PNEUMATIC TOOLS	1	0.73	86	50	85
PUMP	0	0.73	66	50	NA
ROCK DRILL	0	0.73	98	50	NA
SCRAPER	0	0.73	88	50	NA
SHEEPSFOOT ROLLER	0	0.73	78	50	NA
SHREDDER	0	0.73	75	50	NA
TRUCK TRACTOR	0	0.73	82	50	NA
VACUUM TRUCK	0	0.73	76	50	NA
VAN	0	0.73	77	50	NA
WATER TRUCK	0	0.73	88	50	NA
WATER WAGON	0	0.73	83	50	NA

TOTAL Leq DURING NORMAL OPERATIONS:	88
ASSUMED DAYTIME AMBIENT WITHOUT CONSTRUCTION:	60
ASSUMED NIGHTTIME AMBIENT:	55
NUMBER OF DAYTIME HOURS OPERATING:	8
NUMBER OF EVENING HOURS OPERATING:	0
NUMBER OF NIGHTTIME HOURS OPERATING:	0
ESTIMATED Ldn:	84
ESTIMATED CNEL:	84

Phase 3

CONSTRUCTION NOISE IMPACT PROJECTION

Assumed Attenuation: 6 dBA per doubling of distance

NOISE SOURCE	NUMBER OF UNITS	ASSUMED USE FACTOR	MAX SOUND PRESSURE LEVEL @ 50 FT (dBA)	DISTANC (Feet)	NOISE LEVEL Leq (dBA)
BACKHOE	0	0.73	85	50	NA
COMPACTOR	0	0.73	83	50	NA
CONCRETE MIXER	0	0.73	85	50	NA
CONCRETE PUMP	0	0.73	82	50	NA
COMPRESSORS	1	0.73	81	50	80
CRANE	0	0.73	83	50	NA
DERRICK	0	0.73	88	50	NA
D8 DOZER (no muffler or engin	0	0.73	90	50	NA
D8H DOZER (muffler & partial	0	0.73	83	50	NA
D8K (muffler, engine enc., lubri	0	0.73	80	50	NA
ELECTRIC GENERATOR	0	0.73	90	50	NA
FORKLIFT	0	0.73	80	50	NA
GARBAGE TRUCK (COMPACT	0	0.73	90	50	NA
GRADER	0	0.73	85	50	NA
HOE EXCAVATOR	0	0.73	85	50	NA
JACK HAMMERS	1	0.73	88	50	87
LOADER	0	0.73	83	50	NA
PAVER	0	0.73	89	50	NA
PICK-UP TRUCK	1	0.73	79	50	78
PICK-UP (2.5 tn)	0	0.73	79	50	NA
PICK-UP (4-W DRIVE)	0	0.73	75	50	NA
PILE DRIVER (PEAK)	0	0.73	101	50	NA
PNEUMATIC TOOLS	0	0.73	86	50	NA
PUMP	0	0.73	66	50	NA
ROCK DRILL	0	0.73	98	50	NA
SCRAPER	0	0.73	88	50	NA
SHEEPSFOOT ROLLER	0	0.73	78	50	NA
SHREDDER	0	0.73	75	50	NA
TRUCK TRACTOR	0	0.73	82	50	NA
VACUUM TRUCK	0	0.73	76	50	NA
VAN	0	0.73	77	50	NA
WATER TRUCK	0	0.73	88	50	NA
WATER WAGON	0	0.73	83	50	NA

TOTAL Leq DURING NORMAL OPERATIONS:	88
ASSUMED DAYTIME AMBIENT WITHOUT CONSTRUCTION:	60
ASSUMED NIGHTTIME AMBIENT:	55
NUMBER OF DAYTIME HOURS OPERATING:	8
NUMBER OF EVENING HOURS OPERATING:	0
NUMBER OF NIGHTIME HOURS OPERATING:	0
ESTIMATED Ldn:	83
ESTIMATED CNEL:	83

Phase 4

CONSTRUCTION NOISE IMPACT PROJECTION

Assumed Attenuation: 6 dBA per doubling of distance

NOISE SOURCE	NUMBER OF UNITS	ASSUMED USE FACTOR	MAX SOUND PRESSURE LEVEL @ 50 FT (dBA)	DISTANC (Feet)	NOISE LEVEL Leq (dBA)
BACKHOE	0	0.73	85	50	NA
COMPACTOR	1	0.73	83	50	82
CONCRETE MIXER	0	0.73	85	50	NA
CONCRETE PUMP	0	0.73	82	50	NA
COMPRESSORS	0	0.73	81	50	NA
CRANE	0	0.73	83	50	NA
DERRICK	0	0.73	88	50	NA
D8 DOZER (no muffler or engin	0	0.73	90	50	NA
D8H DOZER (muffler & partial	0	0.73	83	50	NA
D8K (muffler, engine enc., lubri	0	0.73	80	50	NA
ELECTRIC GENERATOR	0	0.73	90	50	NA
FORKLIFT	0	0.73	80	50	NA
GARBAGE TRUCK (COMPACT	0	0.73	90	50	NA
GRADER	0	0.73	85	50	NA
HOE EXCAVATOR	0	0.73	85	50	NA
JACK HAMMERS	0	0.73	88	50	NA
LOADER	0	0.73	83	50	NA
PAVER	0	0.73	89	50	NA
PICK-UP TRUCK	1	0.73	79	50	78
PICK-UP (2.5 tn)	0	0.73	79	50	NA
PICK-UP (4-W DRIVE)	0	0.73	75	50	NA
PILE DRIVER (PEAK)	0	0.73	101	50	NA
PNEUMATIC TOOLS	0	0.73	86	50	NA
PUMP	0	0.73	66	50	NA
ROCK DRILL	0	0.73	98	50	NA
SCRAPER	0	0.73	88	50	NA
SHEEPSFOOT ROLLER	1	0.73	78	50	77
SHREDDER	0	0.73	75	50	NA
TRUCK TRACTOR	0	0.73	82	50	NA
VACUUM TRUCK	0	0.73	76	50	NA
VAN	0	0.73	77	50	NA
WATER TRUCK	0	0.73	88	50	NA
WATER WAGON	0	0.73	83	50	NA

TOTAL Leq DURING NORMAL OPERATIONS:	84
ASSUMED DAYTIME AMBIENT WITHOUT CONSTRUCTION:	60
ASSUMED NIGHTTIME AMBIENT:	55
NUMBER OF DAYTIME HOURS OPERATING:	8
NUMBER OF EVENING HOURS OPERATING:	0
NUMBER OF NIGHTTIME HOURS OPERATING:	0
ESTIMATED Ldn:	79
ESTIMATED CNEL:	79

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Lincoln Avenue n/o Figueroa - 1995 No Project

DATA	Date:	01/19/95
Enter ADT:	10180	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile),		
enter % road gradient:	0	
Enter distance from site to		
centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	65.7	65.7
CNEL, dBA:	66.1	66.1
For Ground-Level Observers		
Distance To Contour From	Ldn	CNEL
Centerline, feet (4.5 dB/2x) -		
75 dBA:	NA	NA
70 dBA:	22	24
65 dBA:	48	51
60 dBA:	103	109
55 dBA:	221	235
50 dBA:	477	507

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Lincoln Avenue n/o Figueroa - 1997 + Project

DATA	Date:	01/19/95
Enter ADT:	10900	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile),		
enter % road gradient:	0	
Enter distance from site to		
centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	66.0	66.0
CNEL, dBA:	66.4	66.4
For Ground-Level Observers Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	23	25
65 dBA:	50	53
60 dBA:	107	114
55 dBA:	232	246
50 dBA:	499	531

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Lincoln Avenue s/o Crosby - 1995 No Project

DATA	Date:	01/19/95
Enter ADT:	10640	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile),		
enter % road gradient:	0	
Enter distance from site to		
centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	65.8	65.8
CNEL, dBA:	66.3	66.3
For Ground-Level Observers Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	23	24
65 dBA:	49	52
60 dBA:	106	113
55 dBA:	228	242
50 dBA:	491	522

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Lincoln Avenue s/o Crosby - 1997 + Project

DATA	Date:	01/19/95
Enter ADT:	12250	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile),		
enter % road gradient:	0	
Enter distance from site to		
centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

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Noise Level at site -		Hard Sites
Ldn, dBA:	66.5	66.5
CNEL, dBA:	66.9	66.9
For Ground-Level Observers Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	25	27
65 dBA:	54	57
60 dBA:	116	124
55 dBA:	250	266
50 dBA:	539	574

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Woodbury Road w/o Lincoln - 1995 No Project

DATA	Date:	01/19/95
Enter ADT:	9650	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile),		
enter % road gradient:	0	
Enter distance from site to		
centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	65.4	65.4
CNEL, dBA:	65.8	65.8
For Ground-Level Observers Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	21	23
65 dBA:	46	49
60 dBA:	99	105
55 dBA:	213	227
50 dBA:	460	489

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Woodbury Road w/o Lincoln - 1997 + Project

DATA	Date:	01/19/95
Enter ADT:	11490	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic - (default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic - (default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile), enter % road gradient:	0	
Enter distance from site to centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	66.2	66.2
CNEL, dBA:	66.6	66.6
For Ground-Level Observers Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	24	26
65 dBA:	52	55
60 dBA:	111	118
55 dBA:	240	255
50 dBA:	517	550

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Woodbury Road e/o Lincoln - 1995 No Project

DATA	Date:	01/19/95
Enter ADT:	13760	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile), enter % road gradient:	0	
Enter distance from site to centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	67.0	67.0
CNEL, dBA:	67.4	67.4
For Ground-Level Observers Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	27	29
65 dBA:	58	62
60 dBA:	126	134
55 dBA:	270	288
50 dBA:	583	620

NOISE PREDICTION MODEL - MODIFIED FHWA STAMINA 2.0

Woodbury Road e/o Lincoln - 1997 + Project

DATA	Date:	01/19/95
Enter ADT:	15450	
Enter vehicle speed:	35	
Enter % of Medium trucks:	1.8	
Enter % of Heavy trucks:	0.7	
Enter % of Evening Traffic -		
(default=18%) Autos:	12.9	
Medium Trucks:	4.9	
Heavy Trucks:	2.7	
Enter % of Nighttime Traffic -		
(default=15%) Autos:	9.6	
Medium Trucks:	10.3	
Heavy Trucks:	10.8	
For sustained grades only (> 1 mile),		
enter % road gradient:	0	
Enter distance from site to		
centerline of road, feet:	40	

RESULTS WITHOUT BARRIER EFFECTS

Noise Level at site -		Hard Sites
Ldn, dBA:	67.5	67.5
CNEL, dBA:	67.9	67.9

For Ground-Level Observers

Distance To Contour From Centerline, feet (4.5 dB/2x) -	Ldn	CNEL
75 dBA:	NA	NA
70 dBA:	29	31
65 dBA:	63	67
60 dBA:	136	144
55 dBA:	292	311
50 dBA:	629	670

July 23, 2004

Donald Dean
Environmental Specialist
Los Angeles County
Community Development Commission
2 Coral Circle
Monterey Park, CA 91755

SUBJECT: WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT ADDENDUM

Dear Mr. Dean:

This is an addendum to the West Altadena Community Redevelopment Project Environmental Assessment (EA) and Negative Declaration (ND) that was originally approved in 1995. The original EA/ND analyzed the environmental effects associated with the redevelopment of a segment of Lincoln Avenue in the West Altadena community through a rehabilitation, demolition, and construction program. The original project involved a four-phased program to redevelop the area along Lincoln Avenue between Woodbury Road and Figueroa Drive. Planned new development included about 238,000 square feet of commercial uses, including 170,000 square feet of office space, a 50,000 square foot supermarket, and an 18,000 square foot drug store. Of this total, 40,000 square feet of office development and the 68,000 square feet of retail development (supermarket and drug store) were proposed for the area between Woodbury Road and Crosby Street.

The current proposal considers the redevelopment of a portion of the original project site. The area to be redeveloped encompasses the properties along Lincoln Avenue between Woodbury Road and Crosby Street. This area encompasses roughly the southern half of the area analyzed in the original EA/MND. The current proposal involves the construction of 155,300 square feet of commercial development and 19 multiple family residences.

This letter and attachment serve as an addendum to the original EA/MND. Together, they provide updated information that supports the adoption of an EA/MND and Finding of No Significant Impact (FONSI) for the proposed action. If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,
RINCON CONSULTANTS, INC.

Joe Power
Planning Manager

Addendum to Environmental Assessment/Negative Declaration
West Altadena Community Redevelopment Project

Background

The original Environmental Assessment and Negative Declaration (EA/ND) was originally approved in 1995. The EA/ND analyzed the environmental effects associated with the redevelopment of a segment of Lincoln Avenue in the West Altadena community through a rehabilitation, demolition, and construction program. The original project involved a four-phased program to redevelop the area along Lincoln Avenue between Woodbury Road and Figueroa Drive. Planned new development included about 238,000 square feet of commercial uses, including 170,000 square feet of office space, a 50,000 square foot supermarket, and an 18,000 square foot drug store. Of this total, 40,000 square feet of office development and the 68,000 square feet of retail development (supermarket and drug store) were proposed for the area between Woodbury Road and Crosby Street. The remaining 130,000 square feet of office space was to be developed north of Crosby Street (between Crosby Street and Figueroa Drive).

The current proposal considers the redevelopment of a portion of the original project site. Specifically, the area to be redeveloped encompasses the properties along Lincoln Avenue between Woodbury Road and Crosby Street. As shown on Figure 1, this area is Phases III and IV of the original project site and encompasses roughly the southern half of the area analyzed in the original EA/MND. The current proposal involves the construction of 155,300 square feet of commercial development and 19 multiple family residences.

Amendments to Environmental Analysis

Conditions within the project area have not changed substantially since the approval of the original EA/ND and, as described above, the types and amount of development proposed for the project site are generally consistent with that analyzed in the 1995 EA/ND. Therefore, for most environmental issues, the analysis contained in the original EA/ND continues to apply. However, two issues – transportation and noise – warrant further consideration because of the change in the overall mix of uses currently proposed as compared to what was studied in the original environmental analysis. These issues are discussed below.

Transportation

A traffic study prepared by Korve Engineering in conjunction with the 1995 EA/ND included a comprehensive analysis of the effects of buildout of the entire West Altadena Community Redevelopment Project on the area transportation system. The study concluded that with full buildout of the Redevelopment Project, all study intersections would continue to operate at acceptable levels of service based upon Los Angeles County criteria. Therefore, it was concluded that the Redevelopment Project would not have significant effects upon the local transportation system.

The current proposal includes a somewhat different mix of uses than were considered in the 1995 traffic study. Therefore, a comparison of the overall trip generation associated with the uses originally proposed and those currently proposed was conducted to determine whether or not the impacts associated with the current proposal would be greater than those considered in the 1995 EA/ND. The results of that comparison are shown in Table 1.

Table 1 Trip Generation Comparison

Original Proposal (studied in 1995 EA/ND)			Current Proposal		
Use	**Trip Generation Rate[a]**	**Total Trips**	**Use**	**Trip Generation Rate[b]**	**Total Trips**
Retail (68,000 square feet)	142 trips/ 1,000 square feet	9,660	Supermarket (35,000 square feet)	111.51 trips/1,000 square feet	3,903
Office (40,000 square feet)	17.55 trips/ 1,000 square feet	702	24-Hour Fitness (37,000 square feet)	17.14 trips/1,000 square feet	634
			Specialty Retail (47,300 square feet)	40.67 trips/1,000 square feet	1,924
			Tech School/Office (30,000 square feet)	11.01 trips/1,000 square feet	330
			Restaurant (6,000 square feet)	130.34 trips/1,000 square feet	782
			MF Residences (19 units)	5.9 trips/unit	112
Total		**10,362**			**7,685**

[a] *Korve Engineering, Inc. West Altadena, January 18, 1995. Prepared for the Community Development Commission of Los Angeles County.*
[b] *Institute of Transportation Engineers, Trip Generation, 6th Edition, 1997.*

As Table 1 indicates, the currently proposed uses would generate an estimated 7,685 daily vehicle trips based upon trip generation rates from the Institute of Transportation Engineers. This is about 74% of the 10,362 daily vehicle trips that would be generated by the uses considered in the 1995 EA/ND and traffic study. Because the overall trip generation associated with the currently proposed uses is less than that considered in the original traffic analysis, the overall effect of the current proposal would be less than that identified in the 1995 EA/ND. Therefore, the current proposal would not create any impact beyond that identified in the original analysis and would not create any significant impacts based upon County criteria.

Noise

As discussed above, the current proposal would generate less overall traffic than would the development analyzed in the 1995 EA/ND. Therefore, it would have less overall impact upon noise conditions than would the original proposal and the increase in noise associated with project traffic would not significantly affect local noise conditions. However, the current proposal includes 19 multiple family residences to be built above commercial uses along the Lincoln Avenue frontage. These are noise-sensitive uses not previously contemplated for the site.

A noise study conducted in conjunction with the 1995 EA/ND determined that post-project noise levels along Lincoln Avenue would be about 66-67 decibels (dBA) Ldn. This exceeds HUD's 65 dBA Ldn standard for residential uses. Consequently, noise impacts on residences are considered potentially significant and mitigation measures to reduce interior noise levels to below 45 dBA Ldn would be required for the residences. The following building standards would need to be met in order to achieve a 45 dBA Ldn interior level in project residences:

- Air conditioning or a mechanical ventilation system shall be provided so windows and doors may remain closed.
- Windows and sliding glass doors shall be double-paned glass and shall be mounted in low air infiltration rate frames (0.5 cfm or less, per ANSI specifications).
- Exterior doors facing shall be solid-core with perimeter weather stripping and threshold seals.

With these standards, the current proposal would not result in any significant noise impacts.

Amendments to Mitigation Measures

The original EA/ND included four mitigation measures that are no longer applicable to the proposed project for the following reasons:

Measure 1

This measure required Phase 1 environmental site assessments for project site properties to determine whether contamination is present in site soils. However, assessments have already been conducted for the sites currently proposed for development and no evidence of contamination exceeding regulatory action levels was identified. Therefore, additional assessment of the sites is not necessary.

Measure 2

This measure required compliance with South Coast Air Quality Management District (SCAQMD) Rule 1403 pertaining to the identification and removal of asbestos-containing materials. Compliance with all SCAQMD regulations, including Rule 1403, is required for all projects. Any onsite demolition activity would comply with Rule 1403 as a standard requirement; therefore, inclusion of this mitigation measure is not necessary.

Measure 3

This measure required the provision of relocation assistance to any residents displaced by project area development. However, the provision of relocation assistance is a standard requirement of both State and Federal law; therefore, inclusion of this mitigation measure is not necessary.

Measure 4

This measure includes various requirements for solid waste recycling. However, there is no evidence that the proposed project would significantly affect regional landfill capacity. Moreover, all onsite development would be required to comply with current County of Los Angeles recycling programs. Therefore, this measures is not necessary.

Two measures not included in the original EA/ND that have become standard conditions of the LACDC are proposed for inclusion in the EA/ND. These include:

1. **Historic, Cultural, and Archaeological Resources.** No archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

2. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

Conclusions

The impacts of the current proposal are generally similar to or less than those associated with the original proposal that was the focus of the 1995 EA/ND. Implementation of standard

noise attenuation conditions would achieve an acceptable interior noise level in proposed residences. Changes to the mitigation measures for the proposed project would not affect the conclusions with respect to the proposed project's environmental effects. Because no significant impacts beyond those identified in the 1995 EA/ND are anticipated, the original environmental analysis continues to be valid and a Finding of No Significant Impact (FONSI) can be made for the proposed action.

ATTACHMENT F

Mitigation Monitoring Plan
West Altadena/Lincoln Crossing Construction Project

This section reflects the mitigation monitoring and reporting program requirements of Public Resources Code Section 21081.6 in accordance with CEQA Guidelines 15097:

> *"...In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program."*

Mitigation Measure	Responsible Party	Monitoring Agency	Monitoring Timing
Historic, Cultural, and Archaeological Resources: No archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner will have 24 hours to notify the Native American Heritage Commission	Contractor	Community Development Commission	Construction
Additional Modifications: Minor changes to the mitigation measures	Contractor/Operator	Community Development	Design, Pre-Construction,

required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the County.		Commission	Construction and Operation

COMMUNITY DEVELOPMENT COMMISSION
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Commissioners

Carlos Jackson
Executive Director

NOTICE OF PUBLIC HEARING

BY THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES AND BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ON THE CONVEYANCE OF PROPERTY AND THE APPROVAL OF THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH ALTADENA LINCOLN CROSSING, LLC TO DEVELOP A COMMERCIAL AND RESIDENTIAL DEVELOPMENT PROJECT IN THE WEST ALTADENA COMMUNITY REDEVELOPMENT PROJECT AREA

Notice is hereby given that the Board of Commissioners of the Community Development Commission of the County of Los Angeles (Commission) will hold a public hearing pursuant to California Health and Safety Code Section 33431, as amended; and the Board of Supervisors of the County of Los Angeles will hold a public hearing pursuant to Health and Safety Code Section 33433, as amended; to receive public comment on the conveyance of property through the Disposition And Development Agreement (DDA) with Altadena Lincoln Crossing, LLC to develop a commercial and residential development project in the West Altadena Community Redevelopment Project Area.

The public hearing shall be held on Tuesday, March 22, 2005, at 9:30 a.m. in the Board Hearing Room, 381 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles California 90012.

At the above stated time and place, any and all persons having any testimony regarding the conveyance of property through the DDA may appear before the Board of Supervisors to be heard.

Copies of the DDA and the Summary Report pursuant to Section 33433 of the California Community Redevelopment Law will be available for inspection prior to the public hearing at the office of Community Development Commission, located at the following address:

Community Development Commission
Of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Sharon Warfield (323) 890 – 7108

Personas que desean obtener màs informaciòn o hacer un comentario, pueden llamar a Sharon Warfield, al telèfono (323) 890 –7108.