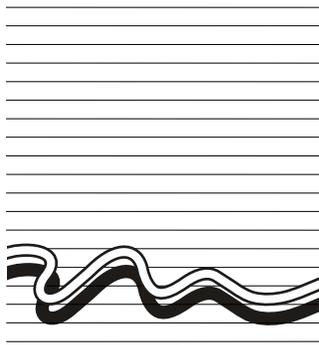


# **APPENDIX “A”**



**Mestre Greve Associates  
Division of Landrum & Brown**

16 June 2010

Mr. Phil Martin  
**Phil Martin & Associates**  
18551 Von Karman Avenue, Suite 140  
Irvine, CA 92612I

**Subject: Villa Venetia Apartment Rehabilitation Noise Impacts**

Dear Phil;

The purpose of this letter is to present the results of our analysis of the potential noise impacts of the proposed Villa Venetia Apartment Rehabilitation in the Marina Del Rey community of Unincorporated Los Angeles County. The project proposes the rehabilitation of an existing 224-unit apartment complex located on an approximate 6.3-acre site at the end of Fiji Way. A vicinity map showing the project location is presented in Exhibit 1 and a site plan is presented in Exhibit 2.

The rehabilitation will be comprised primarily of interior work with no major structural elements affected. The rehabilitation includes removing and replacing appliances, kitchen and bathroom cabinets, flooring, and windows on the individual units and various aesthetic changes on the exterior including renovation of the exterior landscaping. The project site is bounded to the west by Marina Del Rey and to the east by wildlife preserve. There are commercial uses located to the north and south of the project site.

The project will not change the number or size of units within the complex and therefore will not change traffic generated by the project or noise levels generated within the project under operational conditions. Therefore, the project will not result in any operational impacts. Potential noise impacts arising from construction activities associated with the rehabilitation were investigated and are discussed below.

The project includes four buildings referred to as 13900, 13902, 13904/13906 and 13908/13910 based on their building address and a leasing office. The project applicant provided the following information relative to the rehabilitation:

- For purposes of determining a worst case scenario it was assumed that the total rehabilitation duration will be 24 months and is anticipated to begin in the fall of 2010.

- It was assumed that the project will be completed in two phases. The first phase will involve the rehabilitation of buildings 13900, 13902, and the leasing office. The second phase will involve the rehabilitation of buildings 13904/13906 and 13908/13910. This phasing plan is being assumed for worst case modeling purposes. The final project phasing will be determined prior to the start of rehabilitation. Units in buildings 13904/13906 and 13908/13910 may remain occupied during the Phase 1 rehabilitation and units in buildings 13900 and 13902 may be reoccupied during the Phase 2 rehabilitation.
- The removal of appliances, counters, cabinets, flooring, and windows is expected to occur at an average rate of one unit per day. This work will be done using hand tools and will not utilize any heavy equipment.
- Removed materials will be hauled away with an estimated two trucks per unit.
- New materials used in the rehabilitation will be delivered to the site by an estimated two trucks per unit.
- There will be an estimated maximum of 80 workers onsite at any one time.
- Landscaping will be renovated for each building at the end of the 12-month period.
- Landscaping materials will be delivered to the site on 10 trucks per building for buildings 13900, 13902 and 13908/13910 and 12 trucks for building 13904/13906.
- The only heavy equipment expected to be used during the rehabilitation includes a forklift for distribution of materials on-site, and a bobcat type tractor used for the landscaping rehabilitation. All other rehabilitation activities are expected to be completed using hand tools.

In the County of Los Angeles, construction noise is controlled by Section 12.08.440 of the County's municipal code. Compliance with the Municipal Code will result in the project not causing a significant noise impact. This section prohibits "operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between weekday hours of 7:00 p.m. and 7:00 a.m., or at any time on Sundays or Holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line, except for emergency work of public service utilities or by variance issued by the health officer is prohibited." Further, the section defines maximum noise levels at affected buildings that cannot be exceeded by construction activities by mobile and stationary equipment during the hours that noise generating construction activities are allowed. For Multi-Family uses, mobile equipment cannot exceed 80 dBA and stationary equipment cannot exceed 65 dBA at the nearest occupied building. For commercial uses, mobile equipment cannot exceed 85 dBA at the nearest building face.

The project does not propose any rehabilitation activities outside of the hours between 7:00 a.m. and 7:00 p.m. Monday through Saturday nor will it utilize stationary equipment. Therefore, the standards applicable to the project are the 80 dBA threshold at occupied multi-family residential buildings and 85 dBA at the adjacent commercial uses.

The nearest commercial building to the north is located approximately 90 feet from the northernmost building within the project (13900) and the nearest commercial building to the south is located approximately 40 feet from the southernmost building (13904/13906). Buildings 13900 and 13902 are located within 12 feet of each other for a small portion but are generally located 100 feet from each other. Building 13904/13906 is also located within 12

feet of building 13902 for a small portion but is generally located at a distance of approximately 60 feet. Building 13908/13910 is located approximately 65 feet from Buildings 13900 and 13902 and approximately 40 feet from Building 13904/13906 at their closest points.

As discussed above, the rehabilitation activities are not expected to require any heavy construction equipment except for a forklift to move building materials and a bobcat type tractor for the landscaping. Hand tools, including power hand tools will be used for most of the rehabilitation and may include the use of portable compressors. Some powered hand tools, including pneumatic tools, and air compressors can generate noise levels that approach 80 dBA at a distance of 50 feet. Most outdoor rehabilitation work will occur at distances greater than 50 feet from occupied buildings. Care will need to be taken when operating mobile equipment within 50 feet of an occupied residence or within 30 feet of an occupied commercial building as to not exceed the limits defined in the County's Noise Ordinance. However, an experienced contractor will be aware of these limits and use alternative construction methods or equipment to comply with the Noise Ordinance when performing work close to an occupied building. Mitigation Measure N-1, presented below, will ensure that the construction activities associated with the project will not violate the County of Los Angeles Municipal Code and not result in a significant noise impact.

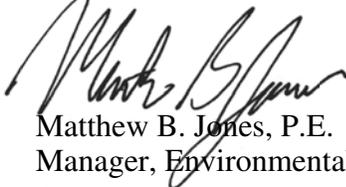
**Mitigation Measure N-1:** All rehabilitation activities will be performed in accordance with section 12.08.440 of the Los Angeles Municipal Code. Noise generating construction activities are prohibited outside of the hours between 7:00 a.m. and 7:00 p.m. Monday through Saturday or on Holidays and mobile equipment will not be operated so that it generates noise levels in excess of 80 dBA at the face of any occupied residential building or 85 dBA at the face any occupied commercial building.

Rehabilitation of the Villa Venetia Apartments is not projected to result in any significant noise impacts with the implementation of mitigation measure N-1 described above. Operation of the rehabilitated apartments will not substantially affect noise levels compared to existing conditions and therefore will not result in a significant noise impact.

If you have any questions or need any other information, please do not hesitate to call.

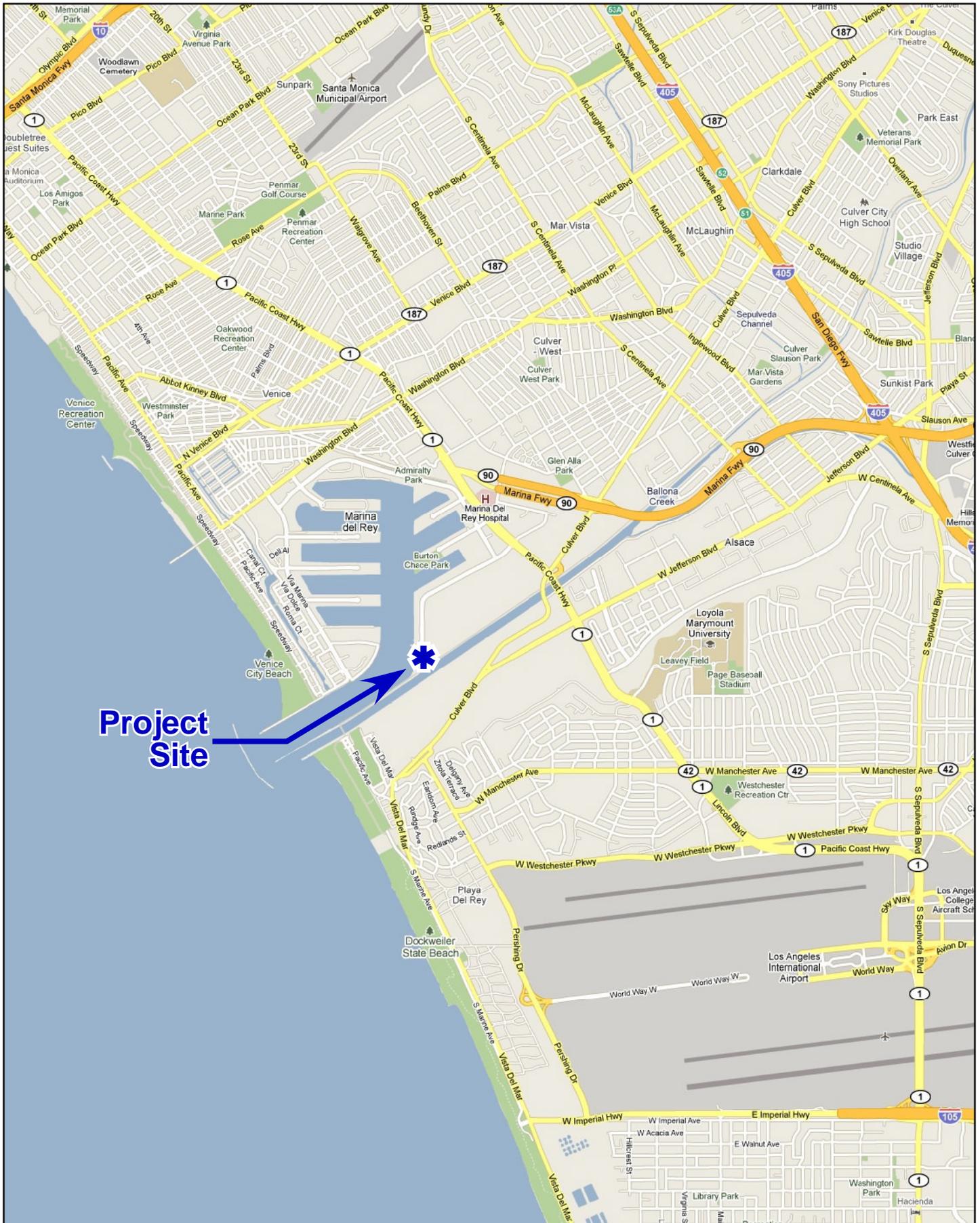
Sincerely,

**Mestre Greve Associates**



Matthew B. Jones, P.E.  
Manager, Environmental Services

Attachments: Exhibit 1 - Vicinity Map  
Exhibit 2 - Site Plan

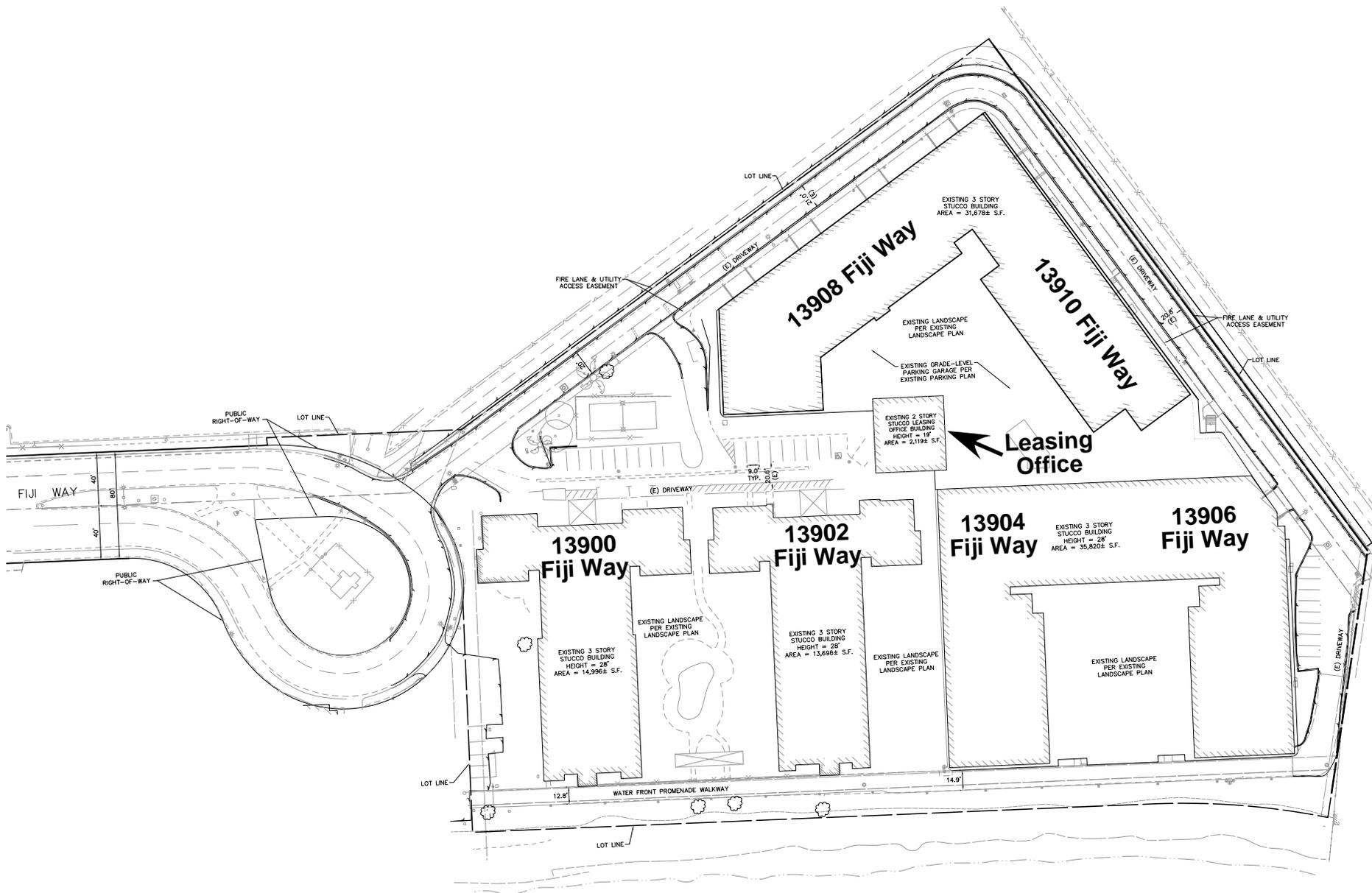


**Project Site**

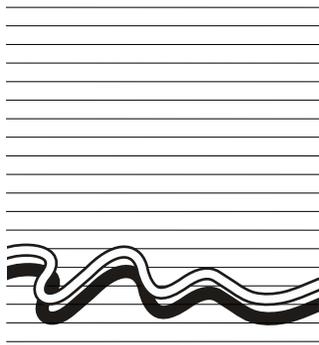


**Mestre Greve Associates**

**Exhibit 1  
Vicinity Map**



# **APPENDIX “B”**



**Mestre Greve Associates  
Division of Landrum & Brown**

16 June 2010

Mr. Phil Martin  
**Phil Martin & Associates**  
18551 Von Karman Avenue, Suite 140  
Irvine, CA 92612I

**Subject: Villa Venetia Apartment Rehabilitation Air Quality Impacts**

Dear Phil;

The purpose of this letter is to present the results of our analysis of the potential air quality impacts of the proposed Villa Venetia Apartment Rehabilitation in the Marina Del Rey community of Unincorporated Los Angeles County. The project proposes the rehabilitation of an existing 224-unit apartment complex located on an approximate 6.3-acre site at the end of Fiji Way. A vicinity map showing the project location is presented in Exhibit 1 and a site plan is presented in Exhibit 2. The project site is bounded to the west by Marina Del Rey and to the east by wildlife preserve. There are commercial uses located to the north and south of the project site.

There are no existing facilities that would be expected to cause a significant air quality impact on the project site. The nearest freeway, the Marina Freeway (SR-90) is located more than 1.25 miles northwest of the project and the I-405 freeway is located almost 3 miles from the site. The nearest industrial development is located approximately 1.1 miles northwest of the project site northwest of Jefferson Boulevard and northeast of Bay Street.

The rehabilitation will be comprised primarily of interior work with no major structural elements affected. The rehabilitation includes removing and replacing appliances, kitchen and bathroom cabinets, flooring, and windows on the individual units and various aesthetic changes on the exterior including renovation of the exterior landscaping. The project will not change the number or size of units within the complex and therefore will not considerably change operational emissions associated with the project. Therefore, the operation of the project will not result in a significant air quality impact. This analysis focuses on the potential air quality from construction activities associated with the rehabilitation.

The project includes four buildings referred to as 13900, 13902, 13904/13906 and 13908/13910 based on their building address and a leasing office. None of these four buildings will be demolished. The project applicant provided the following information relative to the rehabilitation activities:

- For purposes of determining a worst case scenario it was assumed that the total rehabilitation duration will be 24 months and is anticipated to begin in the fall of 2010.
- It was assumed that the project will be completed in two phases. The first phase will involve the rehabilitation of buildings 13900, 13902, and the leasing office. The second phase will involve the rehabilitation of buildings 13904/13906 and 13908/13910. This phasing plan is being assumed for worst case modeling purposes. The final project phasing will be determined prior to the start of rehabilitation. Units in buildings 13904/13906 and 13908/13910 may remain occupied during the Phase 1 rehabilitation and units in buildings 13900 and 13902 may be reoccupied during the Phase 2 rehabilitation.
- Material Removal, which is the removal of appliances, counters, cabinets, flooring, and windows, is expected to occur at an average rate of one unit per day. This work will be performed using hand tools and will not utilize any heavy equipment.
- Materials removed during the material removal activities will be hauled away with an estimated two trucks per unit.
- Construction materials will be delivered to the site by an estimated two trucks per unit.
- There will be an estimated 80 workers required for construction.
- Painting of units will occur at a rate of three units per day.
- Landscaping will be rehabilitated for each building at the end of the 12-month period.
- Landscaping materials will be delivered to the site on 10 trucks per building for buildings 13900, 13902 and 13908/13910 and 12 trucks for building 13904/13906.

Total air pollutant emissions resulting from the proposed rehabilitation activities were calculated using the URBEMIS2007 (version 9.4.2) program. Each phase was modeled in a separate URBEMIS project with four construction activities for each phase; Material Removal (i.e. removal of appliances, counters, cabinets, flooring, and windows), Construction, Landscaping, and Painting. Specific assumptions used to estimate emissions for each construction activity are described below. The output files from the URBEMIS modeling are attached. Air pollutant emissions released within the project site (i.e., on-site emissions) were calculated from the URBEMIS output of total (i.e., on-site and off-site) emissions during construction. The on-road vehicle emissions for each activity were scaled by the ratio of 0.25 miles, assumed for on-site vehicle travel, to the trip length assumed in URBEMIS to calculate on-site emissions from these sources. These values were added to the other on-site emission (i.e., fugitive dust, on-site equipment, and architectural coating emissions) to determine the total on-site emissions.

**Material Removal:** This activity is the removal of interior amenities such as appliances, counters, cabinets, flooring, and windows from the existing structures and hauling these materials from the site. The URBEMIS model's demolition phase was used to estimate emissions from this activity. Note that the URBEMIS model's demolition phase is designed to model full building demolition, which is not the case in this project, as no structural demolition will occur. The three paragraphs below discuss the modeling inputs to estimate the emissions from the Material Removal activity.

The URBEMIS model's demolition module estimates fugitive dust emissions caused by structural building demolition based on an emission factor that is proportional to the volume of the building being demolished. Further, the model assumes that the entire building will be

demolished using heavy equipment, which is not the case in this project. Materials that would be expected to generate much of the fugitive dust when they are disturbed during structural building demolition (e.g.; drywall, concrete, wood framing, and roofing) will not be substantially disturbed by the Material Removal activity during the rehabilitation. The majority of materials that will be removed by the project (e.g., appliances, flooring, cabinets, windows) would not be expected to generate the same level of fugitive dust emissions and will be removed using hand tools. The model also uses the building volume to estimate the number of truck trips that will be required to remove the materials from the site. For this project, the applicant provided a specific estimate of Material Removal haul trucks required for each building presented above.

In the URBEMIS model, the “building volume to be demolished each day” input was adjusted to result in the number of truck trips to remove the debris based on the estimate provided by the applicant. To estimate peak emissions, it was assumed that there would be twice the average number of daily trucks determined from the total haul truck trips and duration of the Material Removal activity. To account for the considerably lower level of fugitive dust emissions associated with this project compared to the default assumption in the URBEMIS model, the fugitive dust emissions were reduced to 25% of the total estimated by URBEMIS. A 30-mile trip length was assumed for the haul truck emissions. As discussed previously, no heavy equipment is expected to be utilized during Material Removal and none was included in the URBEMIS model.

URBEMIS calculates emissions from worker trips based on the number of pieces of heavy equipment used during the activity. For this project, no heavy equipment will be used during the Materials Removal activity, and therefore, URBEMIS estimates no worker trip emissions. To account for these emissions, the worker trip emissions estimated for the Construction activity of rehabilitation were added to the Material Removal emission estimates.

**Construction:** The URBEMIS default building module was used to estimate construction emissions with the following changes. The only heavy equipment anticipated for use is a forklift to transport materials on-site. The worker trips and vendor trips generation rates were adjusted to reflect the information provided by the applicant. Each worker was assumed to generate 1.5 trips per day. Vendor trips (i.e., material delivery) were modeled as four times the average daily truck trips calculated from the total truck trips and the construction duration to account for peak activity levels.

**Landscaping:** Emissions from landscaping activities were estimated using the URBEMIS building module with the following input. The only heavy equipment anticipated for use is a skid steer loader. It was assumed that landscaping would require 40 workers generating an average of 1.5 trips per day. The vendor trips generation rates were adjusted to reflect the information provided by the applicant. The vendor trips were modeled as four times the average daily truck trips calculated from the total truck trips and the construction duration to account for peak activity levels.

**Painting:** Emissions from painting activities were estimated using the URBEMIS defaults.

Based on the information provided by the project applicant, the rehabilitation schedule presented in Table 1 was developed for air quality modeling purposes. The starting dates are the earliest expected starting date for each activity. Assuming a later starting date for the emissions modeling would result in a reduction in the estimated emissions where an activity is moved to a later year. This is due to anticipated reductions in motor vehicle emissions (both

on-road, and off-road) that are included in the URBEMIS model. Motor vehicle emissions estimates in URBEMIS are based on the California Air Resources Board's EMFAC2007 and OFFROAD models that estimate on-road and off-road vehicle emissions respectively. These models assume that each year newer vehicles that comply with more stringent emission standards replace older vehicles that emit more pollutants and result in a reduction in average vehicle emissions.

It was assumed that all rehabilitation activities would require 245 working days for Phase 1 and 260 working days for Phase 2. Construction activities were assumed begin 20 working days after the start of Material Removal activities for each phase, and Landscaping activities would require 20 working days and be completed at the conclusion of each phase. Painting activity was assumed to occur at a rate of approximately six units per day and be completed at the conclusion of each phase. This schedule was used to determine which year each activity would likely occur and which activities would occur concurrently. The duration assumed for each activity is the shortest reasonably expected. Increasing the duration of each activity would result in a reduction in the estimated daily emissions for some activities because the same amount of work is performed—and emissions generated—for the total activity but emitted over a longer period of time. Other activities, such as worker vehicle trips, would continue to occur at the same daily rate and have the same daily emissions if the duration of any activity was extended. In no case would an extension of the duration of any activity result in an increase in daily emissions. The specific daily activity levels assumed for the modeling are discussed above.

**Table 1**  
**Rehabilitation Schedule Assumed For Air Quality Modeling**

Phase	Activity <sup>1</sup>	Start	End
1	Material Removal	10/4/10	12/10/10
1	Construction	11/1/10	9/2/11
1	Landscaping	8/15/11	9/9/11
1	Painting	8/22/11	9/9/11
2	Material Removal	10/10/11	1/20/12
2	Construction	11/7/11	9/14/12
2	Landscaping	9/10/12	10/5/12
2	Painting	9/4/12	10/5/12

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

Note: The schedule is based on the earliest anticipated start dates and the smallest duration of each activity. If actual dates are delayed or durations extended the emission estimates would be lower or the same as presented below per the discussion in the text above.

Table 2 presents the total air pollutant emissions estimated by the URBEMIS model for each phase and rehabilitation activity. Table 3 presents the on-site emissions for each phase and rehabilitation activity. The emissions in Table 3 exclude emissions from worker vehicles, debris hauling trucks, and delivery trucks that would occur outside the project boundaries as they travel to and from the project. Emissions from these sources that would occur within the project site are included. Several activities are likely to occur during two calendar years and two sets of emissions estimates are provided for these cases. Combined emissions during

concurrent activities are discussed below.

**Table 2**  
**Total Daily Emissions From Individual Rehabilitation Activities**

Phase Activity <sup>1</sup>	Year	Daily Pollutant Emissions (lbs/day)					
		CO	NO <sub>x</sub>	VOC	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>x</sub>
<b>Phase 1</b>							
Material Removal	2010	32.2	16.8	2.1	4.6	1.5	0.05
Construction	2010	30.5	7.4	1.4	0.5	0.4	0.04
Construction	2011	28.4	6.7	1.3	0.5	0.3	0.04
Landscaping	2011	14.1	2.8	0.8	0.3	0.2	0.02
Painting	2011	1.7	0.1	37.5	0.0	0.0	0.00
<b>Phase 2</b>							
Material Removal	2011	30.0	15.2	1.9	4.5	1.4	0.05
Material Removal	2012	27.8	13.6	1.7	4.4	1.4	0.05
Construction	2011	27.6	5.5	1.2	0.4	0.3	0.04
Construction	2012	25.7	4.9	1.1	0.4	0.3	0.04
Landscaping	2012	13.5	2.9	0.8	0.3	0.2	0.02
Painting	2012	1.5	0.1	34.9	0.0	0.0	0.00

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

**Table 3**  
**On-Site Daily Emissions From Individual Rehabilitation Activities**

Phase Activity <sup>1</sup>	Year	Daily On-Site Pollutant Emissions (lbs/day)			
		CO	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Phase 1</b>					
Material Removal	2010	0.6	0.2	3.6	0.8
Construction	2010	1.1	1.0	0.1	0.1
Construction	2011	1.5	1.3	0.1	0.1
Landscaping	2011	0.0	0.0	0.0	0.0
Painting	2011	0.6	0.2	3.6	0.8
<b>Phase 2</b>					
Material Removal	2011	0.5	0.1	3.6	0.8
Material Removal	2012	0.5	0.3	3.6	0.8
Construction	2011	1.1	1.0	0.1	0.1
Construction	2012	1.1	0.9	0.1	0.0
Landscaping	2012	1.5	1.3	0.1	0.1
Painting	2012	0.0	0.0	0.0	0.0

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

The significance thresholds for the air pollutant emissions, discussed further below, are based on the maximum daily emissions associated with the rehabilitation activities. The schedule shows that several different activities could occur at the same time. The combined emissions from these concurrent activities are compared to the thresholds to determine significance.

Based on the estimated schedule, it was determined that, at most, three individual activities would occur at the same time. Concurrent construction activities are projected to occur at the beginning of each phase when Construction and Material Removal activities would occur concurrently and at the end of each phase when Construction, Landscaping, and Painting activities would occur concurrently. Table 4 presents the combined total daily emissions for these conditions. Table 5 presents the combined on-site emissions during these conditions. The maximum daily emissions for each pollutant are highlighted in yellow in each table.

**Table 4**  
**Total Daily Emissions From Concurrent Rehabilitation Activities**

Activity <sup>1</sup>	Year	Daily Pollutant Emissions (lbs/day)					
		CO	NO <sub>x</sub>	VOC	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>x</sub>
<b>Start Phase 1</b>							
Material Removal	2010	32.2	16.8	2.1	4.6	1.5	0.05
Construction	2010	30.5	7.4	1.4	0.5	0.4	0.04
	<b>Total:</b>	<b>62.6</b>	<b>24.2</b>	<b>3.5</b>	<b>5.1</b>	<b>1.9</b>	<b>0.09</b>
<b>Finish Phase 1</b>							
Construction	2011	28.4	6.7	1.3	0.5	0.3	0.04
Landscaping	2011	14.1	2.8	0.8	0.3	0.2	0.02
Painting	2011	1.7	0.1	37.5	0.0	0.0	0.00
	<b>Total:</b>	<b>44.3</b>	<b>9.6</b>	<b>39.6</b>	<b>0.8</b>	<b>0.5</b>	<b>0.06</b>
<b>Start Phase 2 (2011)</b>							
Material Removal	2011	30.0	15.2	1.9	4.5	1.4	0.05
Construction	2011	27.6	5.5	1.2	0.4	0.3	0.04
	<b>Total:</b>	<b>57.6</b>	<b>20.6</b>	<b>3.1</b>	<b>4.9</b>	<b>1.7</b>	<b>0.09</b>
<b>Start Phase 2 (2012)</b>							
Material Removal	2012	27.8	13.6	1.7	4.4	1.4	0.05
Construction	2012	25.7	4.9	1.1	0.4	0.3	0.04
	<b>Total:</b>	<b>53.5</b>	<b>18.6</b>	<b>2.8</b>	<b>4.8</b>	<b>1.6</b>	<b>0.09</b>
<b>Finish Phase 2</b>							
Construction	2012	25.7	4.9	1.1	0.4	0.3	0.04
Landscaping	2012	13.5	2.9	0.8	0.3	0.2	0.02
Painting	2012	1.5	0.1	34.9	0.0	0.0	0.00
	<b>Total:</b>	<b>40.7</b>	<b>8.0</b>	<b>36.7</b>	<b>0.7</b>	<b>0.5</b>	<b>0.06</b>

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

**Table 5**  
**Total Daily On-Site Emissions From Concurrent Rehabilitation Activities**

Activity <sup>1</sup>	Year	Daily Pollutant Emissions (lbs/day)			
		CO	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Start Phase 1</b>					
Material Removal	2010	0.6	0.2	3.6	0.8
Construction	2010	1.2	1.1	0.1	0.1
	<b>Total:</b>	<b>1.7</b>	<b>1.2</b>	<b>3.7</b>	<b>0.8</b>
<b>Finish Phase 1</b>					
Construction	2012	1.1	1.0	0.1	0.1
Landscaping	2011	1.5	1.3	0.1	0.1
Painting	2011	0.0	0.0	0.0	0.0
	<b>Total:</b>	<b>2.7</b>	<b>2.3</b>	<b>0.2</b>	<b>0.1</b>
<b>Start Phase 2 (2011)</b>					
Material Removal	2011	0.5	0.1	3.6	0.8
Construction	2011	1.1	1.0	0.1	0.1
	<b>Total:</b>	<b>1.6</b>	<b>1.1</b>	<b>3.7</b>	<b>0.8</b>
<b>Start Phase 2 (2012)</b>					
Material Removal	2012	0.5	0.3	3.6	0.8
Construction	2012	1.1	0.9	0.1	0.0
	<b>Total:</b>	<b>1.6</b>	<b>1.1</b>	<b>3.7</b>	<b>0.8</b>
<b>Finish Phase 2</b>					
Construction	2012	1.1	0.9	0.1	0.0
Landscaping	2012	1.5	1.3	0.1	0.1
Painting	2012	0.0	0.0	0.0	0.0
	<b>Total:</b>	<b>2.6</b>	<b>2.2</b>	<b>0.2</b>	<b>0.1</b>

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

The South Coast Air Quality Management District (SCAQMD) recommends two thresholds for determining the significance of air quality impacts from development projects. The first threshold, the Mass Daily Significance Thresholds are used to determine if the project will have a significant impact on regional air quality and are measured against the total emissions associated with the activity. These thresholds are the same for the entire South Coast Air Basin (SCAB). Thresholds are provided for the six primary pollutants; carbon monoxide (CO), volatile organic compounds (VOC), nitrogen oxides (NO<sub>x</sub>), respirable particulate matter (PM<sub>10</sub>), fine particulate matter (PM<sub>2.5</sub>) and sulfur oxides (SO<sub>x</sub>).

The second significance threshold, the Localized Significance Threshold (LST), is used to determine if the project will have a significant impact on air quality in the immediate vicinity of the project. That is, will the project cause an exceedance of the ambient air quality standards or significantly contribute to an existing exceedance. Thresholds are provided for carbon monoxide (CO), nitrogen oxides (NO<sub>x</sub>), respirable particulate matter (PM<sub>10</sub>), and fine particulate matter (PM<sub>2.5</sub>). The LST are based on the location of the project, the size of the project, and the distance to the nearest receptors potentially impacted by the project. The SCAQMD has divided the SCAB into 38 Source Receptor Areas (SRA) and generated LST for each SRA for project sizes of 1, 2 and 5 acres for sensitive receptor distances of 25, 50, 100, 200, and 500 meters. The project is located in SRA 2, Northwest Los Angeles County Coastal.

The threshold defined for a receptor at 25 meters from a 2-acre project site was used because adjacent buildings within the project could be occupied as construction occurs. Each building occupies approximately one acre. The SCAQMD LST manual states that if a receptor is located closer than 25 meters from the project site, the 25-meter receptor distance should be used. Note that the LST are compared to pollutant emissions that occur within the project site.

Table 6 presents the maximum daily rehabilitation emissions estimated for the project from Tables 4 and 5 above along with the SCAQMD Mass Daily and Localized Significance Thresholds. Table 6 shows that the rehabilitation emissions associated with the project are not projected to exceed either significance threshold. Therefore, rehabilitation of the project will not result in a significant air quality impact.

**Table 6**  
**Rehabilitation Emissions Significance Determination**

Year	Daily Pollutant Emissions (lbs/day)					
	CO	VOC	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>x</sub>
<b>Project's Maximum Daily Total Rehabilitation Emissions</b>	62.6	24.2	39.6	5.1	1.9	0.09
SCAQMD Mass Daily Significance Thresholds	550	75	100	150	55	150
Exceed Threshold?	No	No	No	No	No	No
<b>Project's Maximum Daily On-Site Rehabilitation Emissions</b>	2.7	--	2.3	3.7	0.8	--
SCAQMD Localized Significance Thresholds	827.0	--	147.0	6.0	4.0	--
Exceed Threshold?	No	--	No	No	No	--

As discussed above, the project will not change the number of available units and therefore, would not be expected to significantly alter operational air pollutant emissions associated with the development. In fact, replacement of windows and appliances could be expected to reduce energy usage by the units resulting in a slight reduction in air pollutant emissions. However, the majority of pollutant emissions associated with the operation of project will be due to vehicular travel which would not be expected to change substantially with the implementation of the project.

Rehabilitation and operation of the Villa Venetia Apartment Rehabilitation is not projected to result in a significant air quality impact and no mitigation is required.

**Greenhouse Gasses/Climate Change**

This analysis evaluates the Project's potential environmental impacts resulting from greenhouse gas (GHG) emissions in light of recently amended CEQA Guidelines which became effective on March 18, 2010. The Amended Guidelines provide guidance to public agencies in their analysis under CEQA of GHG emissions and call for a "good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project." (CEQA Guidelines Section 15064.4.)

It is generally accepted in scientific and environmental communities that an isolated project's direct contribution to global climate change is so miniscule relative to the magnitude of global GHG emissions, that, except in the most extreme cases, the isolated project would not alter the course of global climate change. Because there is no known credible argument based upon substantial evidence that the GHG emissions of any isolated project similar to the proposed Project would, standing alone, have a substantial, or potentially substantial, adverse impact on global climate conditions, the analysis must necessarily focus on the potential for the Project to make a cumulatively considerable contribution to global climate change.

Under CEQA, an environmental analysis compares environmental conditions existing before the project to those likely to result from the project. With respect to GHG emissions, the Amended Guidelines specifically provide that the evaluation shall consider the "extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting" (CEQA Guidelines Section 15064.4(b)(1)). As discussed above, the proposed project does not involve the construction or operation of new facilities, but rather the rehabilitation of existing improvements and will not increase the type, density, or intensity of uses on the Project Site. Therefore, the project will not increase the Project's "carbon footprint." That is, greenhouse gas emissions associated with the operation of the development will not be increased as a result of the project. The project will provide more energy efficient windows and appliances, which will result in a slight reduction in greenhouse gas emissions compared to existing conditions. As with the criteria pollutants the majority of greenhouse gas emissions during operation are due to motor vehicle usage which will not be affected by the project. Therefore, operation of the project will not result in a cumulatively considerable impact to global climate change. Rehabilitation activities associated with the project will generate greenhouse gas emissions.

The URBEMIS2007 program (version 9.4.2) was used to calculate greenhouse gas emissions associated with the rehabilitation activities. The sources of greenhouse gas emissions during rehabilitation include off-road construction vehicles and equipment, on-road haul trucks, and employee vehicles. The URBEMISv9.2.4 model only calculates CO<sub>2</sub> emissions and does not include other greenhouse gas emissions generated by construction activities (such as methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and Fluorinated Gases). CO<sub>2</sub> emissions comprise approximately 99.6 percent of emissions from burning diesel fuel. Consequently, non-CO<sub>2</sub> greenhouse gas emissions represent a very small percentage (approximately 0.4 percent) of the total construction equipment greenhouse gas emissions and would not represent a significant source of greenhouse gas emissions generated by the proposed project during rehabilitation, even when combined with CO<sub>2</sub> emissions. Therefore, non-CO<sub>2</sub> rehabilitation GHG emissions have not been quantified in this analysis.

The URBEMIS inputs used to calculate greenhouse gas emissions were the same as those used to calculate criteria pollutant emissions presented above. The results of the URBEMIS modeling are presented in Table 7. Annual emissions for each phase of the rehabilitation by

year of activity are presented along with the total CO<sub>2</sub> emissions during the rehabilitation process.

**Table 7**  
**CO<sub>2</sub> Emissions Due to Rehabilitation Activities**

Phase	Year	Total CO <sub>2</sub> Emissions (Metric Tons)
1	2010	126.9
1	2011	331.9
2	2011	123.0
2	2012	345.6
<b>Total CO<sub>2</sub> Emissions</b>		<b>927.4</b>
<b>Average Annual Emissions*</b>		<b>30.9</b>

\* Based on 30 Year Project Life Per SCAQMD Thresholds

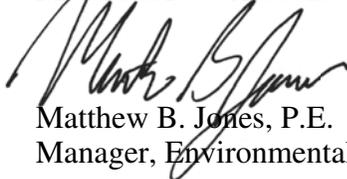
At this time, a widely accepted threshold for determining the significance of greenhouse gas emissions has not been established. On December 5, 2008, the South Coast Air Quality Management District (SCAQMD) adopted greenhouse gas significance threshold for Stationary Sources, Rules and Plans where the SCAQMD is lead agency. The threshold utilizes a tiered approach, with a screening significance threshold of 10,000 MTCO<sub>2</sub>EQ (Metric Tons of CO<sub>2</sub> Equivalents) for industrial projects. The SCAQMD has also proposed draft thresholds for commercial and residential projects, where it is not the lead agency. The draft recommends a 3,000 MTCO<sub>2</sub>EQ/yr screening threshold. The methodology recommends that total construction emissions be amortized over a 30-year period or the project's expected lifetime if it is less than 30 years. The SCAQMD's working group has not set a date for finalizing the recommendations.

In absence, as noted above, of formally approved regulations or requirements adopted to reduce GHG emissions, the SCAQMD draft screening threshold for residential and commercial projects will be utilized as the significance threshold for this project. Table 7 shows that the total CO<sub>2</sub> emissions associated with the rehabilitation activities is less than one third of the 3,000, MTCO<sub>2</sub>EQ/yr screening threshold and the annualized emissions are approximately 1.0% of the threshold. CO<sub>2</sub> emissions associated with the rehabilitation are minor and will not result in a cumulatively considerable impact to global climate change.

If you have any questions or need any other information, please do not hesitate to call.

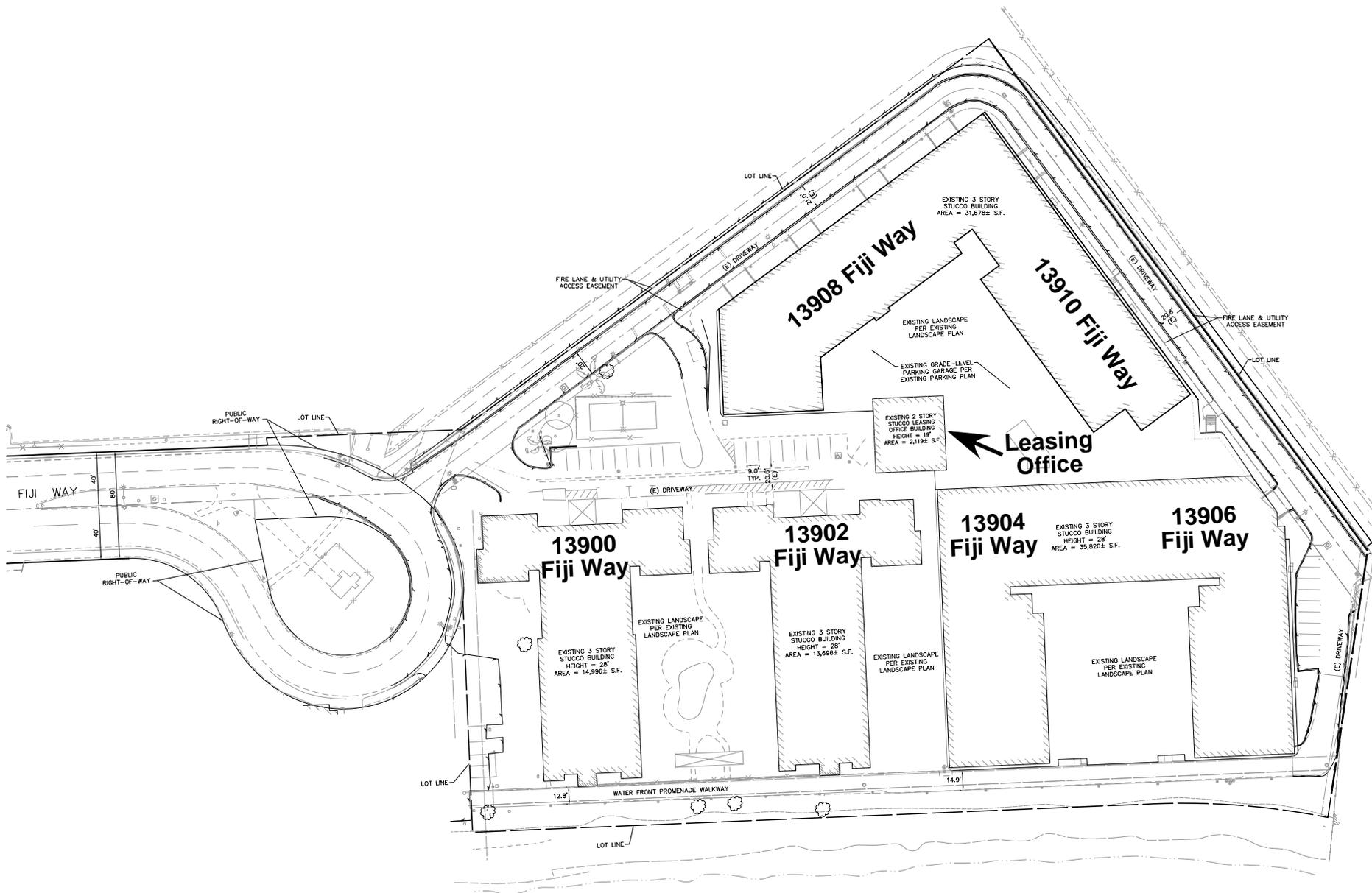
Sincerely,

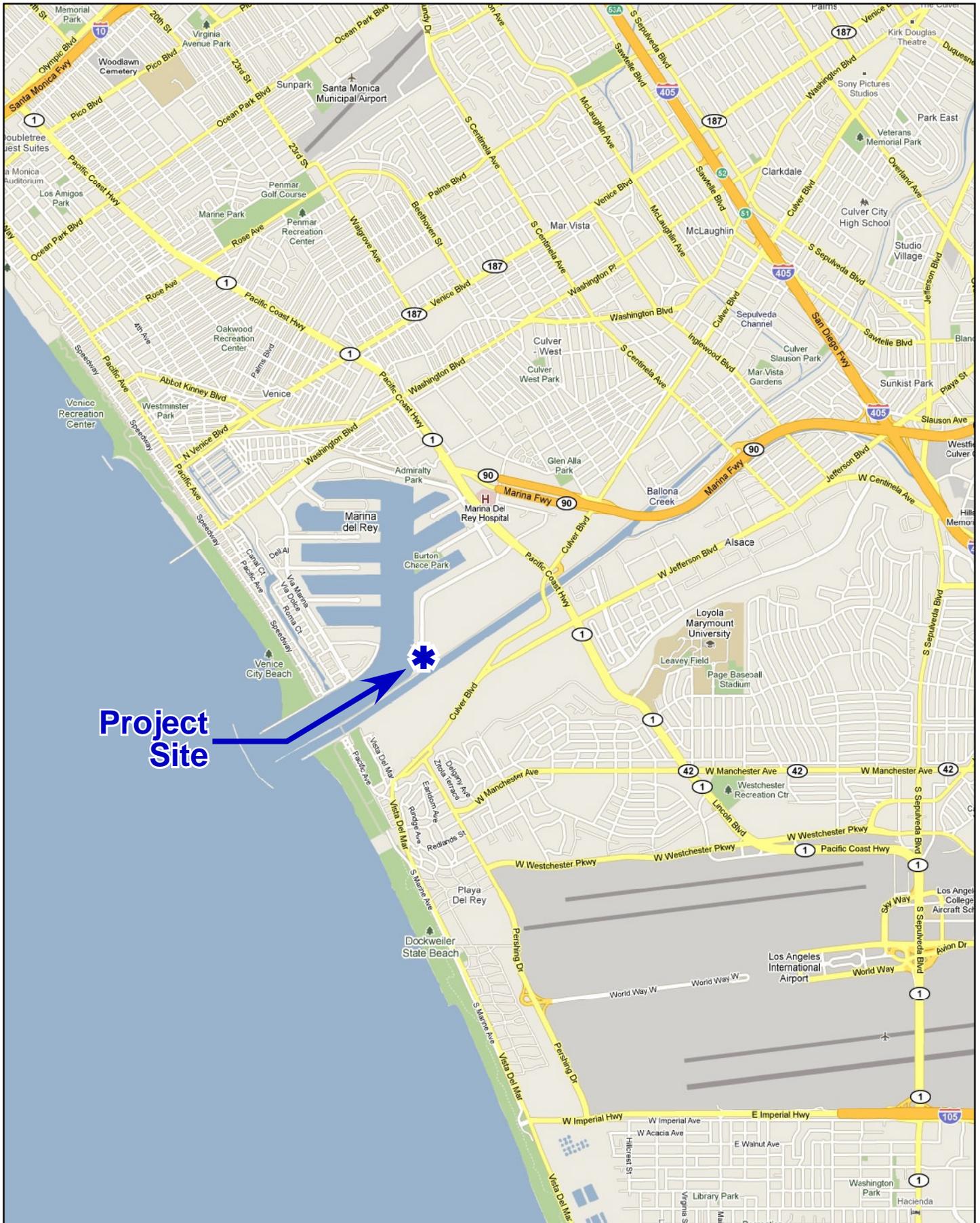
**Mestre Greve Associates**



Matthew B. Jones, P.E.  
Manager, Environmental Services

Attachments: Exhibit 1 - Vicinity Map  
Exhibit 2 - Site Plan  
URBEMIS output files





**Project Site**



**Mestre Greve Associates**

# Exhibit 1 Vicinity Map

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseA.urb924

Project Name: Villa Venetia-Phase A Buildings-13900, 13902, and Leasing.

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2010 TOTALS (lbs/day unmitigated)	2.63	22.64	36.60	0.06	14.75	0.99	15.74	3.10	0.91	4.01	5,992.82
2011 TOTALS (lbs/day unmitigated)	39.63	9.58	44.28	0.06	0.26	0.50	0.76	0.09	0.45	0.54	5,959.47

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------

**6/15/2010 4:39:25 PM**

Time Slice 10/4/2010-10/29/2010 Active Days: 20	1.23	15.24	6.14	0.02	14.57	0.65	15.22	3.04	0.59	3.63	2,033.24
Demolition 10/04/2010-12/10/2010	1.23	15.24	6.14	0.02	14.57	0.65	15.22	3.04	0.59	3.63	2,033.24
Fugitive Dust	0.00	0.00	0.00	0.00	14.51	0.00	14.51	3.02	0.00	3.02	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	1.23	15.24	6.14	0.02	0.07	0.65	0.71	0.02	0.59	0.62	2,033.24
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 11/1/2010-12/10/2010 Active Days: 30	<u>2.63</u>	<u>22.64</u>	<u>36.60</u>	<u>0.06</u>	<u>14.75</u>	<u>0.99</u>	<u>15.74</u>	<u>3.10</u>	<u>0.91</u>	<u>4.01</u>	<u>5,992.82</u>
Building 11/01/2010-09/02/2011	1.40	7.40	30.45	0.04	0.17	0.35	0.52	0.06	0.31	0.38	3,959.59
Building Off Road Diesel	0.13	0.97	0.58	0.00	0.00	0.06	0.06	0.00	0.05	0.05	98.10
Building Vendor Trips	0.44	4.89	3.84	0.01	0.03	0.21	0.24	0.01	0.19	0.20	884.71
Building Worker Trips	0.83	1.55	26.03	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.78
Demolition 10/04/2010-12/10/2010	1.23	15.24	6.14	0.02	14.57	0.65	15.22	3.04	0.59	3.63	2,033.24
Fugitive Dust	0.00	0.00	0.00	0.00	14.51	0.00	14.51	3.02	0.00	3.02	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	1.23	15.24	6.14	0.02	0.07	0.65	0.71	0.02	0.59	0.62	2,033.24
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 12/13/2010-12/31/2010 Active Days: 15	1.40	7.40	30.45	0.04	0.17	0.35	0.52	0.06	0.31	0.38	3,959.59
Building 11/01/2010-09/02/2011	1.40	7.40	30.45	0.04	0.17	0.35	0.52	0.06	0.31	0.38	3,959.59
Building Off Road Diesel	0.13	0.97	0.58	0.00	0.00	0.06	0.06	0.00	0.05	0.05	98.10
Building Vendor Trips	0.44	4.89	3.84	0.01	0.03	0.21	0.24	0.01	0.19	0.20	884.71
Building Worker Trips	0.83	1.55	26.03	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.78

**6/15/2010 4:39:25 PM**

Time Slice 1/3/2011-8/12/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Active Days: 160											
Building 11/01/2010-09/02/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building Off Road Diesel	0.12	0.89	0.57	0.00	0.00	0.05	0.05	0.00	0.05	0.05	98.10
Building Vendor Trips	0.41	4.42	3.56	0.01	0.03	0.19	0.22	0.01	0.17	0.18	884.72
Building Worker Trips	0.76	1.42	24.28	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.14
Time Slice 8/15/2011-8/19/2011	2.10	9.48	42.53	0.06	0.25	0.50	0.74	0.09	0.45	0.54	5,745.49
Active Days: 5											
Building 08/15/2011-09/09/2011	0.81	2.75	14.11	0.02	0.08	0.18	0.25	0.03	0.16	0.19	1,786.53
Building Off Road Diesel	0.36	1.27	1.26	0.00	0.00	0.10	0.10	0.00	0.09	0.09	133.41
Building Vendor Trips	0.07	0.77	0.62	0.00	0.01	0.03	0.04	0.00	0.03	0.03	153.86
Building Worker Trips	0.38	0.72	12.23	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,499.26
Building 11/01/2010-09/02/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building Off Road Diesel	0.12	0.89	0.57	0.00	0.00	0.05	0.05	0.00	0.05	0.05	98.10
Building Vendor Trips	0.41	4.42	3.56	0.01	0.03	0.19	0.22	0.01	0.17	0.18	884.72
Building Worker Trips	0.76	1.42	24.28	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.14

**6/15/2010 4:39:25 PM**

Time Slice 8/22/2011-9/2/2011	<b><u>39.63</u></b>	<b><u>9.58</u></b>	<b><u>44.28</u></b>	<b><u>0.06</u></b>	<b><u>0.26</u></b>	<b><u>0.50</u></b>	<b><u>0.76</u></b>	<b><u>0.09</u></b>	<b><u>0.45</u></b>	<b><u>0.54</u></b>	<b><u>5,959.47</u></b>
Active Days: 10											
Building 08/15/2011-09/09/2011	0.81	2.75	14.11	0.02	0.08	0.18	0.25	0.03	0.16	0.19	1,786.53
Building Off Road Diesel	0.36	1.27	1.26	0.00	0.00	0.10	0.10	0.00	0.09	0.09	133.41
Building Vendor Trips	0.07	0.77	0.62	0.00	0.01	0.03	0.04	0.00	0.03	0.03	153.86
Building Worker Trips	0.38	0.72	12.23	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,499.26
Building 11/01/2010-09/02/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building Off Road Diesel	0.12	0.89	0.57	0.00	0.00	0.05	0.05	0.00	0.05	0.05	98.10
Building Vendor Trips	0.41	4.42	3.56	0.01	0.03	0.19	0.22	0.01	0.17	0.18	884.72
Building Worker Trips	0.76	1.42	24.28	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.14
Coating 08/22/2011-09/09/2011	37.52	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98
Architectural Coating	37.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98
Time Slice 9/5/2011-9/9/2011 Active Days: 5	38.34	2.86	15.86	0.02	0.09	0.18	0.27	0.03	0.16	0.19	2,000.51
Building 08/15/2011-09/09/2011	0.81	2.75	14.11	0.02	0.08	0.18	0.25	0.03	0.16	0.19	1,786.53
Building Off Road Diesel	0.36	1.27	1.26	0.00	0.00	0.10	0.10	0.00	0.09	0.09	133.41
Building Vendor Trips	0.07	0.77	0.62	0.00	0.01	0.03	0.04	0.00	0.03	0.03	153.86
Building Worker Trips	0.38	0.72	12.23	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,499.26
Coating 08/22/2011-09/09/2011	37.52	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98
Architectural Coating	37.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98

Phase Assumptions

Phase: Demolition 10/4/2010 - 12/10/2010 - Phase A Demolition

Building Volume Total (cubic feet): 776150.7

Page: 5

**6/15/2010 4:39:25 PM**

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Phase: Building Construction 11/1/2010 - 9/2/2011 - Phase A Construcion

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 8/15/2011 - 9/9/2011 - Phase A Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/22/2011 - 9/9/2011 - Phase A Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseB.urb924

Project Name: Villa Venetia-Phase B Buildings-13904 13906 and 13908 13910

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2011 TOTALS (lbs/day unmitigated)	2.31	19.21	33.13	0.06	14.74	0.84	15.58	3.10	0.77	3.86	5,759.84
2012 TOTALS (lbs/day unmitigated)	36.74	17.24	40.71	0.06	14.74	0.75	15.49	3.10	0.68	3.78	5,786.65

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------



**6/15/2010 4:36:27 PM**

Time Slice 1/2/2012-1/20/2012 Active Days: 15	2.11	<u>17.24</u>	30.69	0.06	<u>14.74</u>	<u>0.75</u>	<u>15.49</u>	<u>3.10</u>	<u>0.68</u>	<u>3.78</u>	5,759.31
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Demolition 10/10/2011- 01/20/2012	1.04	12.30	4.97	0.02	14.57	0.50	15.08	3.04	0.46	3.50	2,033.24
Fugitive Dust	0.00	0.00	0.00	0.00	14.51	0.00	14.51	3.02	0.00	3.02	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	1.04	12.30	4.97	0.02	0.07	0.50	0.57	0.02	0.46	0.48	2,033.24
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 1/23/2012-9/3/2012 Active Days: 161	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Time Slice 9/4/2012-9/7/2012 Active Days: 4	35.98	5.03	27.24	0.04	0.17	0.25	0.42	0.06	0.22	0.29	3,925.16
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Coating 09/04/2012-10/05/2012	34.91	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Architectural Coating	34.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08

**6/15/2010 4:36:27 PM**

Time Slice 9/10/2012-9/14/2012	<b><u>36.74</u></b>	7.96	<b><u>40.71</u></b>	<b><u>0.06</u></b>	0.25	0.43	0.68	0.09	0.38	0.48	<b><u>5,786.65</u></b>
Active Days: 5											
Building 09/10/2012-10/05/2012	0.76	2.94	13.47	0.02	0.08	0.18	0.26	0.03	0.16	0.19	1,861.49
Building Off Road Diesel	0.31	1.25	1.22	0.00	0.00	0.09	0.09	0.00	0.09	0.09	133.41
Building Vendor Trips	0.10	1.02	0.85	0.00	0.01	0.04	0.05	0.00	0.04	0.04	229.09
Building Worker Trips	0.35	0.66	11.40	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,498.99
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Coating 09/04/2012-10/05/2012	34.91	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Architectural Coating	34.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Time Slice 9/17/2012-10/5/2012	35.67	3.02	14.99	0.02	0.09	0.18	0.27	0.03	0.16	0.20	2,060.57
Active Days: 15											
Building 09/10/2012-10/05/2012	0.76	2.94	13.47	0.02	0.08	0.18	0.26	0.03	0.16	0.19	1,861.49
Building Off Road Diesel	0.31	1.25	1.22	0.00	0.00	0.09	0.09	0.00	0.09	0.09	133.41
Building Vendor Trips	0.10	1.02	0.85	0.00	0.01	0.04	0.05	0.00	0.04	0.04	229.09
Building Worker Trips	0.35	0.66	11.40	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,498.99
Coating 09/04/2012-10/05/2012	34.91	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Architectural Coating	34.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08

Phase Assumptions

Phase: Demolition 10/10/2011 - 1/20/2012 - Phase B Demolition

Building Volume Total (cubic feet): 1157625

Page: 5

**6/15/2010 4:36:27 PM**

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Phase: Building Construction 11/7/2011 - 9/14/2012 - Phase B Construcion

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 9/10/2012 - 10/5/2012 - Phase B Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 9/4/2012 - 10/5/2012 - Phase B Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseA.urb924

Project Name: Villa Venetia-Phase A Buildings-13900, 13902, and Leasing.

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2010 TOTALS (tons/year unmitigated)	0.06	0.55	0.84	0.00	0.37	0.02	0.39	0.08	0.02	0.10	139.92
2011 TOTALS (tons/year unmitigated)	0.40	0.62	2.64	0.00	0.02	0.03	0.05	0.01	0.03	0.03	365.88

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------



Page: 3

6/15/2010 4:39:54 PM

Phase Assumptions

Phase: Demolition 10/4/2010 - 12/10/2010 - Phase A Demolition

Building Volume Total (cubic feet): 776150.7

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Phase: Building Construction 11/1/2010 - 9/2/2011 - Phase A Construcion

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 8/15/2011 - 9/9/2011 - Phase A Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/22/2011 - 9/9/2011 - Phase A Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseB.urb924

Project Name: Villa Venetia-Phase B Buildings-13904 13906 and 13908 13910

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2011 TOTALS (tons/year unmitigated)	0.06	0.52	0.72	0.00	0.44	0.02	0.46	0.09	0.02	0.11	135.53
2012 TOTALS (tons/year unmitigated)	0.53	0.58	2.57	0.00	0.13	0.03	0.15	0.03	0.03	0.05	380.91

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------



6/15/2010 4:36:45 PM

2012	0.53	0.58	2.57	0.00	0.13	0.03	0.15	0.03	0.03	0.05	380.91
Building 11/07/2011-09/14/2012	0.10	0.46	2.38	0.00	0.02	0.02	0.04	0.01	0.02	0.03	344.66
Building Off Road Diesel	0.01	0.07	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.07
Building Vendor Trips	0.02	0.26	0.22	0.00	0.00	0.01	0.01	0.00	0.01	0.01	58.27
Building Worker Trips	0.06	0.12	2.11	0.00	0.01	0.01	0.02	0.00	0.01	0.01	277.31
Demolition 10/10/2011-01/20/2012	0.01	0.09	0.04	0.00	0.11	0.00	0.11	0.02	0.00	0.03	15.25
Fugitive Dust	0.00	0.00	0.00	0.00	0.05	0.00	0.05	0.01	0.00	0.01	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	0.01	0.09	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating 09/04/2012-10/05/2012	0.42	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.39
Architectural Coating	0.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.39
Building 09/10/2012-10/05/2012	0.01	0.03	0.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.61
Building Off Road Diesel	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.33
Building Vendor Trips	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.29
Building Worker Trips	0.00	0.01	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.99

Phase Assumptions

Phase: Demolition 10/10/2011 - 1/20/2012 - Phase B Demolition

Building Volume Total (cubic feet): 1157625

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Page: 4

**6/15/2010 4:36:45 PM**

Phase: Building Construction 11/7/2011 - 9/14/2012 - Phase B Constructon

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 9/10/2012 - 10/5/2012 - Phase B Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 9/4/2012 - 10/5/2012 - Phase B Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

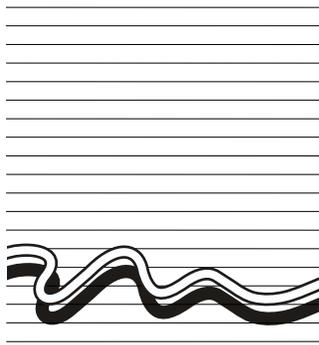
Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250



**Mestre Greve Associates  
Division of Landrum & Brown**

16 June 2010

Mr. Phil Martin  
**Phil Martin & Associates**  
18551 Von Karman Avenue, Suite 140  
Irvine, CA 92612I

**Subject: Villa Venetia Apartment Rehabilitation Air Quality Impacts**

Dear Phil;

The purpose of this letter is to present the results of our analysis of the potential air quality impacts of the proposed Villa Venetia Apartment Rehabilitation in the Marina Del Rey community of Unincorporated Los Angeles County. The project proposes the rehabilitation of an existing 224-unit apartment complex located on an approximate 6.3-acre site at the end of Fiji Way. A vicinity map showing the project location is presented in Exhibit 1 and a site plan is presented in Exhibit 2. The project site is bounded to the west by Marina Del Rey and to the east by wildlife preserve. There are commercial uses located to the north and south of the project site.

There are no existing facilities that would be expected to cause a significant air quality impact on the project site. The nearest freeway, the Marina Freeway (SR-90) is located more than 1.25 miles northwest of the project and the I-405 freeway is located almost 3 miles from the site. The nearest industrial development is located approximately 1.1 miles northwest of the project site northwest of Jefferson Boulevard and northeast of Bay Street.

The rehabilitation will be comprised primarily of interior work with no major structural elements affected. The rehabilitation includes removing and replacing appliances, kitchen and bathroom cabinets, flooring, and windows on the individual units and various aesthetic changes on the exterior including renovation of the exterior landscaping. The project will not change the number or size of units within the complex and therefore will not considerably change operational emissions associated with the project. Therefore, the operation of the project will not result in a significant air quality impact. This analysis focuses on the potential air quality from construction activities associated with the rehabilitation.

The project includes four buildings referred to as 13900, 13902, 13904/13906 and 13908/13910 based on their building address and a leasing office. None of these four buildings will be demolished. The project applicant provided the following information relative to the rehabilitation activities:

- For purposes of determining a worst case scenario it was assumed that the total rehabilitation duration will be 24 months and is anticipated to begin in the fall of 2010.
- It was assumed that the project will be completed in two phases. The first phase will involve the rehabilitation of buildings 13900, 13902, and the leasing office. The second phase will involve the rehabilitation of buildings 13904/13906 and 13908/13910. This phasing plan is being assumed for worst case modeling purposes. The final project phasing will be determined prior to the start of rehabilitation. Units in buildings 13904/13906 and 13908/13910 may remain occupied during the Phase 1 rehabilitation and units in buildings 13900 and 13902 may be reoccupied during the Phase 2 rehabilitation.
- Material Removal, which is the removal of appliances, counters, cabinets, flooring, and windows, is expected to occur at an average rate of one unit per day. This work will be performed using hand tools and will not utilize any heavy equipment.
- Materials removed during the material removal activities will be hauled away with an estimated two trucks per unit.
- Construction materials will be delivered to the site by an estimated two trucks per unit.
- There will be an estimated 80 workers required for construction.
- Painting of units will occur at a rate of three units per day.
- Landscaping will be rehabilitated for each building at the end of the 12-month period.
- Landscaping materials will be delivered to the site on 10 trucks per building for buildings 13900, 13902 and 13908/13910 and 12 trucks for building 13904/13906.

Total air pollutant emissions resulting from the proposed rehabilitation activities were calculated using the URBEMIS2007 (version 9.4.2) program. Each phase was modeled in a separate URBEMIS project with four construction activities for each phase; Material Removal (i.e. removal of appliances, counters, cabinets, flooring, and windows), Construction, Landscaping, and Painting. Specific assumptions used to estimate emissions for each construction activity are described below. The output files from the URBEMIS modeling are attached. Air pollutant emissions released within the project site (i.e., on-site emissions) were calculated from the URBEMIS output of total (i.e., on-site and off-site) emissions during construction. The on-road vehicle emissions for each activity were scaled by the ratio of 0.25 miles, assumed for on-site vehicle travel, to the trip length assumed in URBEMIS to calculate on-site emissions from these sources. These values were added to the other on-site emission (i.e., fugitive dust, on-site equipment, and architectural coating emissions) to determine the total on-site emissions.

**Material Removal:** This activity is the removal of interior amenities such as appliances, counters, cabinets, flooring, and windows from the existing structures and hauling these materials from the site. The URBEMIS model's demolition phase was used to estimate emissions from this activity. Note that the URBEMIS model's demolition phase is designed to model full building demolition, which is not the case in this project, as no structural demolition will occur. The three paragraphs below discuss the modeling inputs to estimate the emissions from the Material Removal activity.

The URBEMIS model's demolition module estimates fugitive dust emissions caused by structural building demolition based on an emission factor that is proportional to the volume of the building being demolished. Further, the model assumes that the entire building will be

demolished using heavy equipment, which is not the case in this project. Materials that would be expected to generate much of the fugitive dust when they are disturbed during structural building demolition (e.g.; drywall, concrete, wood framing, and roofing) will not be substantially disturbed by the Material Removal activity during the rehabilitation. The majority of materials that will be removed by the project (e.g., appliances, flooring, cabinets, windows) would not be expected to generate the same level of fugitive dust emissions and will be removed using hand tools. The model also uses the building volume to estimate the number of truck trips that will be required to remove the materials from the site. For this project, the applicant provided a specific estimate of Material Removal haul trucks required for each building presented above.

In the URBEMIS model, the “building volume to be demolished each day” input was adjusted to result in the number of truck trips to remove the debris based on the estimate provided by the applicant. To estimate peak emissions, it was assumed that there would be twice the average number of daily trucks determined from the total haul truck trips and duration of the Material Removal activity. To account for the considerably lower level of fugitive dust emissions associated with this project compared to the default assumption in the URBEMIS model, the fugitive dust emissions were reduced to 25% of the total estimated by URBEMIS. A 30-mile trip length was assumed for the haul truck emissions. As discussed previously, no heavy equipment is expected to be utilized during Material Removal and none was included in the URBEMIS model.

URBEMIS calculates emissions from worker trips based on the number of pieces of heavy equipment used during the activity. For this project, no heavy equipment will be used during the Materials Removal activity, and therefore, URBEMIS estimates no worker trip emissions. To account for these emissions, the worker trip emissions estimated for the Construction activity of rehabilitation were added to the Material Removal emission estimates.

**Construction:** The URBEMIS default building module was used to estimate construction emissions with the following changes. The only heavy equipment anticipated for use is a forklift to transport materials on-site. The worker trips and vendor trips generation rates were adjusted to reflect the information provided by the applicant. Each worker was assumed to generate 1.5 trips per day. Vendor trips (i.e., material delivery) were modeled as four times the average daily truck trips calculated from the total truck trips and the construction duration to account for peak activity levels.

**Landscaping:** Emissions from landscaping activities were estimated using the URBEMIS building module with the following input. The only heavy equipment anticipated for use is a skid steer loader. It was assumed that landscaping would require 40 workers generating an average of 1.5 trips per day. The vendor trips generation rates were adjusted to reflect the information provided by the applicant. The vendor trips were modeled as four times the average daily truck trips calculated from the total truck trips and the construction duration to account for peak activity levels.

**Painting:** Emissions from painting activities were estimated using the URBEMIS defaults.

Based on the information provided by the project applicant, the rehabilitation schedule presented in Table 1 was developed for air quality modeling purposes. The starting dates are the earliest expected starting date for each activity. Assuming a later starting date for the emissions modeling would result in a reduction in the estimated emissions where an activity is moved to a later year. This is due to anticipated reductions in motor vehicle emissions (both

on-road, and off-road) that are included in the URBEMIS model. Motor vehicle emissions estimates in URBEMIS are based on the California Air Resources Board's EMFAC2007 and OFFROAD models that estimate on-road and off-road vehicle emissions respectively. These models assume that each year newer vehicles that comply with more stringent emission standards replace older vehicles that emit more pollutants and result in a reduction in average vehicle emissions.

It was assumed that all rehabilitation activities would require 245 working days for Phase 1 and 260 working days for Phase 2. Construction activities were assumed begin 20 working days after the start of Material Removal activities for each phase, and Landscaping activities would require 20 working days and be completed at the conclusion of each phase. Painting activity was assumed to occur at a rate of approximately six units per day and be completed at the conclusion of each phase. This schedule was used to determine which year each activity would likely occur and which activities would occur concurrently. The duration assumed for each activity is the shortest reasonably expected. Increasing the duration of each activity would result in a reduction in the estimated daily emissions for some activities because the same amount of work is performed—and emissions generated—for the total activity but emitted over a longer period of time. Other activities, such as worker vehicle trips, would continue to occur at the same daily rate and have the same daily emissions if the duration of any activity was extended. In no case would an extension of the duration of any activity result in an increase in daily emissions. The specific daily activity levels assumed for the modeling are discussed above.

**Table 1**  
**Rehabilitation Schedule Assumed For Air Quality Modeling**

Phase	Activity <sup>1</sup>	Start	End
1	Material Removal	10/4/10	12/10/10
1	Construction	11/1/10	9/2/11
1	Landscaping	8/15/11	9/9/11
1	Painting	8/22/11	9/9/11
2	Material Removal	10/10/11	1/20/12
2	Construction	11/7/11	9/14/12
2	Landscaping	9/10/12	10/5/12
2	Painting	9/4/12	10/5/12

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

Note: The schedule is based on the earliest anticipated start dates and the smallest duration of each activity. If actual dates are delayed or durations extended the emission estimates would be lower or the same as presented below per the discussion in the text above.

Table 2 presents the total air pollutant emissions estimated by the URBEMIS model for each phase and rehabilitation activity. Table 3 presents the on-site emissions for each phase and rehabilitation activity. The emissions in Table 3 exclude emissions from worker vehicles, debris hauling trucks, and delivery trucks that would occur outside the project boundaries as they travel to and from the project. Emissions from these sources that would occur within the project site are included. Several activities are likely to occur during two calendar years and two sets of emissions estimates are provided for these cases. Combined emissions during

concurrent activities are discussed below.

**Table 2**  
**Total Daily Emissions From Individual Rehabilitation Activities**

Phase Activity <sup>1</sup>	Year	Daily Pollutant Emissions (lbs/day)					
		CO	NO <sub>x</sub>	VOC	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>x</sub>
<b>Phase 1</b>							
Material Removal	2010	32.2	16.8	2.1	4.6	1.5	0.05
Construction	2010	30.5	7.4	1.4	0.5	0.4	0.04
Construction	2011	28.4	6.7	1.3	0.5	0.3	0.04
Landscaping	2011	14.1	2.8	0.8	0.3	0.2	0.02
Painting	2011	1.7	0.1	37.5	0.0	0.0	0.00
<b>Phase 2</b>							
Material Removal	2011	30.0	15.2	1.9	4.5	1.4	0.05
Material Removal	2012	27.8	13.6	1.7	4.4	1.4	0.05
Construction	2011	27.6	5.5	1.2	0.4	0.3	0.04
Construction	2012	25.7	4.9	1.1	0.4	0.3	0.04
Landscaping	2012	13.5	2.9	0.8	0.3	0.2	0.02
Painting	2012	1.5	0.1	34.9	0.0	0.0	0.00

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

**Table 3**  
**On-Site Daily Emissions From Individual Rehabilitation Activities**

Phase Activity <sup>1</sup>	Year	Daily On-Site Pollutant Emissions (lbs/day)			
		CO	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Phase 1</b>					
Material Removal	2010	0.6	0.2	3.6	0.8
Construction	2010	1.1	1.0	0.1	0.1
Construction	2011	1.5	1.3	0.1	0.1
Landscaping	2011	0.0	0.0	0.0	0.0
Painting	2011	0.6	0.2	3.6	0.8
<b>Phase 2</b>					
Material Removal	2011	0.5	0.1	3.6	0.8
Material Removal	2012	0.5	0.3	3.6	0.8
Construction	2011	1.1	1.0	0.1	0.1
Construction	2012	1.1	0.9	0.1	0.0
Landscaping	2012	1.5	1.3	0.1	0.1
Painting	2012	0.0	0.0	0.0	0.0

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

The significance thresholds for the air pollutant emissions, discussed further below, are based on the maximum daily emissions associated with the rehabilitation activities. The schedule shows that several different activities could occur at the same time. The combined emissions from these concurrent activities are compared to the thresholds to determine significance.

Based on the estimated schedule, it was determined that, at most, three individual activities would occur at the same time. Concurrent construction activities are projected to occur at the beginning of each phase when Construction and Material Removal activities would occur concurrently and at the end of each phase when Construction, Landscaping, and Painting activities would occur concurrently. Table 4 presents the combined total daily emissions for these conditions. Table 5 presents the combined on-site emissions during these conditions. The maximum daily emissions for each pollutant are highlighted in yellow in each table.

**Table 4**  
**Total Daily Emissions From Concurrent Rehabilitation Activities**

Activity <sup>1</sup>	Year	Daily Pollutant Emissions (lbs/day)					
		CO	NO <sub>x</sub>	VOC	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>x</sub>
<b>Start Phase 1</b>							
Material Removal	2010	32.2	16.8	2.1	4.6	1.5	0.05
Construction	2010	30.5	7.4	1.4	0.5	0.4	0.04
	<b>Total:</b>	<b>62.6</b>	<b>24.2</b>	<b>3.5</b>	<b>5.1</b>	<b>1.9</b>	<b>0.09</b>
<b>Finish Phase 1</b>							
Construction	2011	28.4	6.7	1.3	0.5	0.3	0.04
Landscaping	2011	14.1	2.8	0.8	0.3	0.2	0.02
Painting	2011	1.7	0.1	37.5	0.0	0.0	0.00
	<b>Total:</b>	<b>44.3</b>	<b>9.6</b>	<b>39.6</b>	<b>0.8</b>	<b>0.5</b>	<b>0.06</b>
<b>Start Phase 2 (2011)</b>							
Material Removal	2011	30.0	15.2	1.9	4.5	1.4	0.05
Construction	2011	27.6	5.5	1.2	0.4	0.3	0.04
	<b>Total:</b>	<b>57.6</b>	<b>20.6</b>	<b>3.1</b>	<b>4.9</b>	<b>1.7</b>	<b>0.09</b>
<b>Start Phase 2 (2012)</b>							
Material Removal	2012	27.8	13.6	1.7	4.4	1.4	0.05
Construction	2012	25.7	4.9	1.1	0.4	0.3	0.04
	<b>Total:</b>	<b>53.5</b>	<b>18.6</b>	<b>2.8</b>	<b>4.8</b>	<b>1.6</b>	<b>0.09</b>
<b>Finish Phase 2</b>							
Construction	2012	25.7	4.9	1.1	0.4	0.3	0.04
Landscaping	2012	13.5	2.9	0.8	0.3	0.2	0.02
Painting	2012	1.5	0.1	34.9	0.0	0.0	0.00
	<b>Total:</b>	<b>40.7</b>	<b>8.0</b>	<b>36.7</b>	<b>0.7</b>	<b>0.5</b>	<b>0.06</b>

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

**Table 5**  
**Total Daily On-Site Emissions From Concurrent Rehabilitation Activities**

Activity <sup>1</sup>	Year	Daily Pollutant Emissions (lbs/day)			
		CO	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
<b>Start Phase 1</b>					
Material Removal	2010	0.6	0.2	3.6	0.8
Construction	2010	1.2	1.1	0.1	0.1
	<b>Total:</b>	<b>1.7</b>	<b>1.2</b>	<b>3.7</b>	<b>0.8</b>
<b>Finish Phase 1</b>					
Construction	2012	1.1	1.0	0.1	0.1
Landscaping	2011	1.5	1.3	0.1	0.1
Painting	2011	0.0	0.0	0.0	0.0
	<b>Total:</b>	<b>2.7</b>	<b>2.3</b>	<b>0.2</b>	<b>0.1</b>
<b>Start Phase 2 (2011)</b>					
Material Removal	2011	0.5	0.1	3.6	0.8
Construction	2011	1.1	1.0	0.1	0.1
	<b>Total:</b>	<b>1.6</b>	<b>1.1</b>	<b>3.7</b>	<b>0.8</b>
<b>Start Phase 2 (2012)</b>					
Material Removal	2012	0.5	0.3	3.6	0.8
Construction	2012	1.1	0.9	0.1	0.0
	<b>Total:</b>	<b>1.6</b>	<b>1.1</b>	<b>3.7</b>	<b>0.8</b>
<b>Finish Phase 2</b>					
Construction	2012	1.1	0.9	0.1	0.0
Landscaping	2012	1.5	1.3	0.1	0.1
Painting	2012	0.0	0.0	0.0	0.0
	<b>Total:</b>	<b>2.6</b>	<b>2.2</b>	<b>0.2</b>	<b>0.1</b>

1. Activity names used are consistent with URBEMIS construction modeling phases. See Page 2-4 for descriptions of the specific assumptions used to model each activity.

The South Coast Air Quality Management District (SCAQMD) recommends two thresholds for determining the significance of air quality impacts from development projects. The first threshold, the Mass Daily Significance Thresholds are used to determine if the project will have a significant impact on regional air quality and are measured against the total emissions associated with the activity. These thresholds are the same for the entire South Coast Air Basin (SCAB). Thresholds are provided for the six primary pollutants; carbon monoxide (CO), volatile organic compounds (VOC), nitrogen oxides (NO<sub>x</sub>), respirable particulate matter (PM<sub>10</sub>), fine particulate matter (PM<sub>2.5</sub>) and sulfur oxides (SO<sub>x</sub>).

The second significance threshold, the Localized Significance Threshold (LST), is used to determine if the project will have a significant impact on air quality in the immediate vicinity of the project. That is, will the project cause an exceedance of the ambient air quality standards or significantly contribute to an existing exceedance. Thresholds are provided for carbon monoxide (CO), nitrogen oxides (NO<sub>x</sub>), respirable particulate matter (PM<sub>10</sub>), and fine particulate matter (PM<sub>2.5</sub>). The LST are based on the location of the project, the size of the project, and the distance to the nearest receptors potentially impacted by the project. The SCAQMD has divided the SCAB into 38 Source Receptor Areas (SRA) and generated LST for each SRA for project sizes of 1, 2 and 5 acres for sensitive receptor distances of 25, 50, 100, 200, and 500 meters. The project is located in SRA 2, Northwest Los Angeles County Coastal.

The threshold defined for a receptor at 25 meters from a 2-acre project site was used because adjacent buildings within the project could be occupied as construction occurs. Each building occupies approximately one acre. The SCAQMD LST manual states that if a receptor is located closer than 25 meters from the project site, the 25-meter receptor distance should be used. Note that the LST are compared to pollutant emissions that occur within the project site.

Table 6 presents the maximum daily rehabilitation emissions estimated for the project from Tables 4 and 5 above along with the SCAQMD Mass Daily and Localized Significance Thresholds. Table 6 shows that the rehabilitation emissions associated with the project are not projected to exceed either significance threshold. Therefore, rehabilitation of the project will not result in a significant air quality impact.

**Table 6**  
**Rehabilitation Emissions Significance Determination**

Year	Daily Pollutant Emissions (lbs/day)					
	CO	VOC	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>	SO <sub>x</sub>
<b>Project's Maximum Daily Total Rehabilitation Emissions</b>	62.6	24.2	39.6	5.1	1.9	0.09
SCAQMD Mass Daily Significance Thresholds	550	75	100	150	55	150
Exceed Threshold?	No	No	No	No	No	No
<b>Project's Maximum Daily On-Site Rehabilitation Emissions</b>	2.7	--	2.3	3.7	0.8	--
SCAQMD Localized Significance Thresholds	827.0	--	147.0	6.0	4.0	--
Exceed Threshold?	No	--	No	No	No	--

As discussed above, the project will not change the number of available units and therefore, would not be expected to significantly alter operational air pollutant emissions associated with the development. In fact, replacement of windows and appliances could be expected to reduce energy usage by the units resulting in a slight reduction in air pollutant emissions. However, the majority of pollutant emissions associated with the operation of project will be due to vehicular travel which would not be expected to change substantially with the implementation of the project.

Rehabilitation and operation of the Villa Venetia Apartment Rehabilitation is not projected to result in a significant air quality impact and no mitigation is required.

**Greenhouse Gasses/Climate Change**

This analysis evaluates the Project's potential environmental impacts resulting from greenhouse gas (GHG) emissions in light of recently amended CEQA Guidelines which became effective on March 18, 2010. The Amended Guidelines provide guidance to public agencies in their analysis under CEQA of GHG emissions and call for a "good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from a project." (CEQA Guidelines Section 15064.4.)

It is generally accepted in scientific and environmental communities that an isolated project's direct contribution to global climate change is so miniscule relative to the magnitude of global GHG emissions, that, except in the most extreme cases, the isolated project would not alter the course of global climate change. Because there is no known credible argument based upon substantial evidence that the GHG emissions of any isolated project similar to the proposed Project would, standing alone, have a substantial, or potentially substantial, adverse impact on global climate conditions, the analysis must necessarily focus on the potential for the Project to make a cumulatively considerable contribution to global climate change.

Under CEQA, an environmental analysis compares environmental conditions existing before the project to those likely to result from the project. With respect to GHG emissions, the Amended Guidelines specifically provide that the evaluation shall consider the "extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting" (CEQA Guidelines Section 15064.4(b)(1)). As discussed above, the proposed project does not involve the construction or operation of new facilities, but rather the rehabilitation of existing improvements and will not increase the type, density, or intensity of uses on the Project Site. Therefore, the project will not increase the Project's "carbon footprint." That is, greenhouse gas emissions associated with the operation of the development will not be increased as a result of the project. The project will provide more energy efficient windows and appliances, which will result in a slight reduction in greenhouse gas emissions compared to existing conditions. As with the criteria pollutants the majority of greenhouse gas emissions during operation are due to motor vehicle usage which will not be affected by the project. Therefore, operation of the project will not result in a cumulatively considerable impact to global climate change. Rehabilitation activities associated with the project will generate greenhouse gas emissions.

The URBEMIS2007 program (version 9.4.2) was used to calculate greenhouse gas emissions associated with the rehabilitation activities. The sources of greenhouse gas emissions during rehabilitation include off-road construction vehicles and equipment, on-road haul trucks, and employee vehicles. The URBEMISv9.2.4 model only calculates CO<sub>2</sub> emissions and does not include other greenhouse gas emissions generated by construction activities (such as methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), and Fluorinated Gases). CO<sub>2</sub> emissions comprise approximately 99.6 percent of emissions from burning diesel fuel. Consequently, non-CO<sub>2</sub> greenhouse gas emissions represent a very small percentage (approximately 0.4 percent) of the total construction equipment greenhouse gas emissions and would not represent a significant source of greenhouse gas emissions generated by the proposed project during rehabilitation, even when combined with CO<sub>2</sub> emissions. Therefore, non-CO<sub>2</sub> rehabilitation GHG emissions have not been quantified in this analysis.

The URBEMIS inputs used to calculate greenhouse gas emissions were the same as those used to calculate criteria pollutant emissions presented above. The results of the URBEMIS modeling are presented in Table 7. Annual emissions for each phase of the rehabilitation by

year of activity are presented along with the total CO<sub>2</sub> emissions during the rehabilitation process.

**Table 7**  
**CO<sub>2</sub> Emissions Due to Rehabilitation Activities**

Phase	Year	Total CO <sub>2</sub> Emissions (Metric Tons)
1	2010	126.9
1	2011	331.9
2	2011	123.0
2	2012	345.6
<b>Total CO<sub>2</sub> Emissions</b>		<b>927.4</b>
<b>Average Annual Emissions*</b>		<b>30.9</b>

\* Based on 30 Year Project Life Per SCAQMD Thresholds

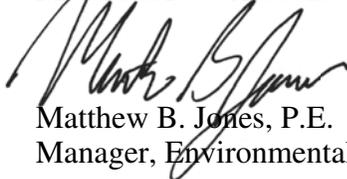
At this time, a widely accepted threshold for determining the significance of greenhouse gas emissions has not been established. On December 5, 2008, the South Coast Air Quality Management District (SCAQMD) adopted greenhouse gas significance threshold for Stationary Sources, Rules and Plans where the SCAQMD is lead agency. The threshold utilizes a tiered approach, with a screening significance threshold of 10,000 MTCO<sub>2</sub>EQ (Metric Tons of CO<sub>2</sub> Equivalents) for industrial projects. The SCAQMD has also proposed draft thresholds for commercial and residential projects, where it is not the lead agency. The draft recommends a 3,000 MTCO<sub>2</sub>EQ/yr screening threshold. The methodology recommends that total construction emissions be amortized over a 30-year period or the project's expected lifetime if it is less than 30 years. The SCAQMD's working group has not set a date for finalizing the recommendations.

In absence, as noted above, of formally approved regulations or requirements adopted to reduce GHG emissions, the SCAQMD draft screening threshold for residential and commercial projects will be utilized as the significance threshold for this project. Table 7 shows that the total CO<sub>2</sub> emissions associated with the rehabilitation activities is less than one third of the 3,000, MTCO<sub>2</sub>EQ/yr screening threshold and the annualized emissions are approximately 1.0% of the threshold. CO<sub>2</sub> emissions associated with the rehabilitation are minor and will not result in a cumulatively considerable impact to global climate change.

If you have any questions or need any other information, please do not hesitate to call.

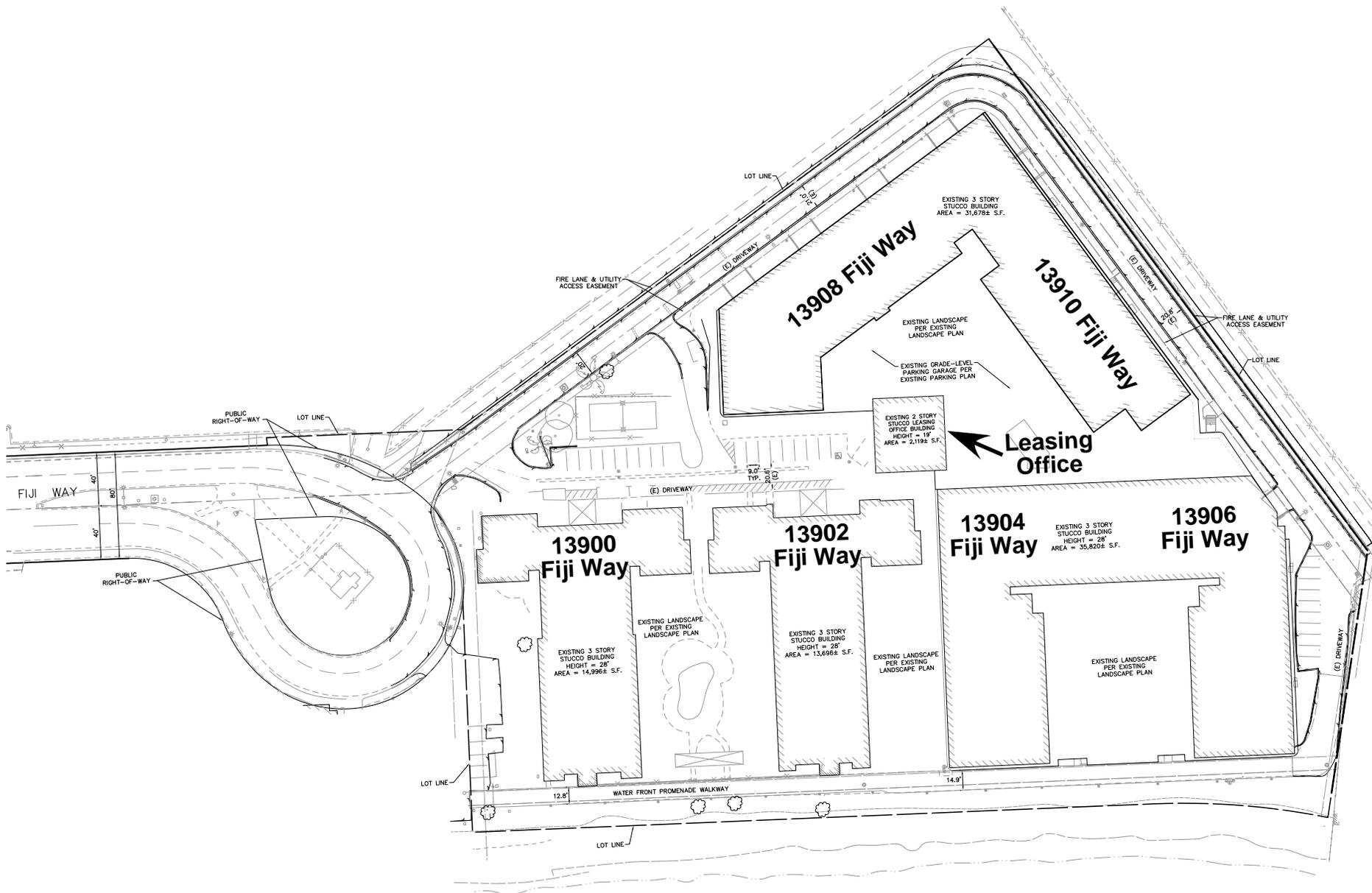
Sincerely,

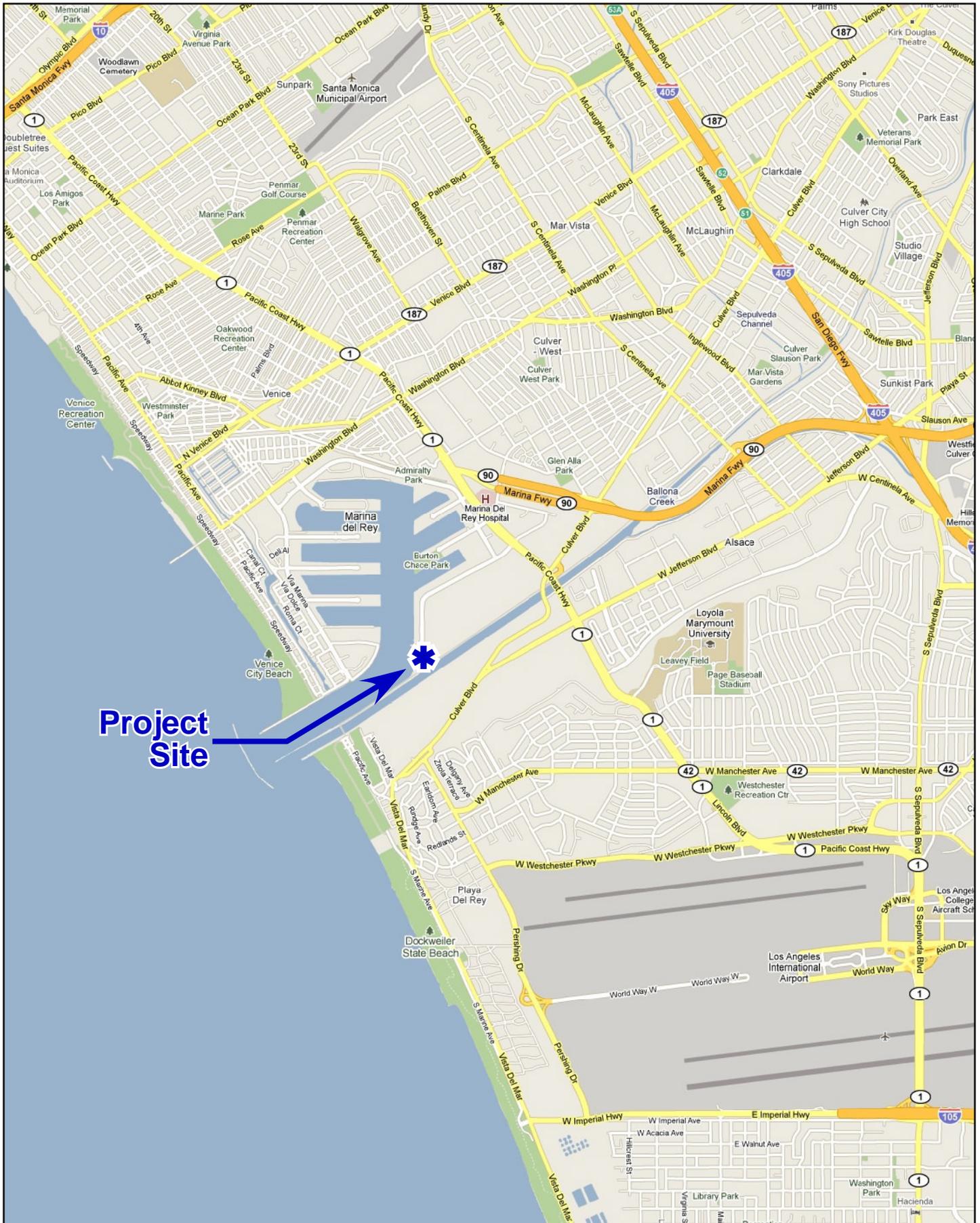
**Mestre Greve Associates**



Matthew B. Jones, P.E.  
Manager, Environmental Services

Attachments: Exhibit 1 - Vicinity Map  
Exhibit 2 - Site Plan  
URBEMIS output files





**Project Site**



**Mestre Greve Associates**

# Exhibit 1 Vicinity Map

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseA.urb924

Project Name: Villa Venetia-Phase A Buildings-13900, 13902, and Leasing.

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2010 TOTALS (lbs/day unmitigated)	2.63	22.64	36.60	0.06	14.75	0.99	15.74	3.10	0.91	4.01	5,992.82
2011 TOTALS (lbs/day unmitigated)	39.63	9.58	44.28	0.06	0.26	0.50	0.76	0.09	0.45	0.54	5,959.47

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------

**6/15/2010 4:39:25 PM**

Time Slice 10/4/2010-10/29/2010 Active Days: 20	1.23	15.24	6.14	0.02	14.57	0.65	15.22	3.04	0.59	3.63	2,033.24
Demolition 10/04/2010- 12/10/2010	1.23	15.24	6.14	0.02	14.57	0.65	15.22	3.04	0.59	3.63	2,033.24
Fugitive Dust	0.00	0.00	0.00	0.00	14.51	0.00	14.51	3.02	0.00	3.02	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	1.23	15.24	6.14	0.02	0.07	0.65	0.71	0.02	0.59	0.62	2,033.24
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 11/1/2010-12/10/2010 Active Days: 30	<u>2.63</u>	<u>22.64</u>	<u>36.60</u>	<u>0.06</u>	<u>14.75</u>	<u>0.99</u>	<u>15.74</u>	<u>3.10</u>	<u>0.91</u>	<u>4.01</u>	<u>5,992.82</u>
Building 11/01/2010-09/02/2011	1.40	7.40	30.45	0.04	0.17	0.35	0.52	0.06	0.31	0.38	3,959.59
Building Off Road Diesel	0.13	0.97	0.58	0.00	0.00	0.06	0.06	0.00	0.05	0.05	98.10
Building Vendor Trips	0.44	4.89	3.84	0.01	0.03	0.21	0.24	0.01	0.19	0.20	884.71
Building Worker Trips	0.83	1.55	26.03	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.78
Demolition 10/04/2010- 12/10/2010	1.23	15.24	6.14	0.02	14.57	0.65	15.22	3.04	0.59	3.63	2,033.24
Fugitive Dust	0.00	0.00	0.00	0.00	14.51	0.00	14.51	3.02	0.00	3.02	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	1.23	15.24	6.14	0.02	0.07	0.65	0.71	0.02	0.59	0.62	2,033.24
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 12/13/2010-12/31/2010 Active Days: 15	1.40	7.40	30.45	0.04	0.17	0.35	0.52	0.06	0.31	0.38	3,959.59
Building 11/01/2010-09/02/2011	1.40	7.40	30.45	0.04	0.17	0.35	0.52	0.06	0.31	0.38	3,959.59
Building Off Road Diesel	0.13	0.97	0.58	0.00	0.00	0.06	0.06	0.00	0.05	0.05	98.10
Building Vendor Trips	0.44	4.89	3.84	0.01	0.03	0.21	0.24	0.01	0.19	0.20	884.71
Building Worker Trips	0.83	1.55	26.03	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.78

**6/15/2010 4:39:25 PM**

Time Slice 1/3/2011-8/12/2011 Active Days: 160	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building 11/01/2010-09/02/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building Off Road Diesel	0.12	0.89	0.57	0.00	0.00	0.05	0.05	0.00	0.05	0.05	98.10
Building Vendor Trips	0.41	4.42	3.56	0.01	0.03	0.19	0.22	0.01	0.17	0.18	884.72
Building Worker Trips	0.76	1.42	24.28	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.14
Time Slice 8/15/2011-8/19/2011 Active Days: 5	2.10	9.48	42.53	0.06	0.25	0.50	0.74	0.09	0.45	0.54	5,745.49
Building 08/15/2011-09/09/2011	0.81	2.75	14.11	0.02	0.08	0.18	0.25	0.03	0.16	0.19	1,786.53
Building Off Road Diesel	0.36	1.27	1.26	0.00	0.00	0.10	0.10	0.00	0.09	0.09	133.41
Building Vendor Trips	0.07	0.77	0.62	0.00	0.01	0.03	0.04	0.00	0.03	0.03	153.86
Building Worker Trips	0.38	0.72	12.23	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,499.26
Building 11/01/2010-09/02/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building Off Road Diesel	0.12	0.89	0.57	0.00	0.00	0.05	0.05	0.00	0.05	0.05	98.10
Building Vendor Trips	0.41	4.42	3.56	0.01	0.03	0.19	0.22	0.01	0.17	0.18	884.72
Building Worker Trips	0.76	1.42	24.28	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.14

**6/15/2010 4:39:25 PM**

Time Slice 8/22/2011-9/2/2011	<b><u>39.63</u></b>	<b><u>9.58</u></b>	<b><u>44.28</u></b>	<b><u>0.06</u></b>	<b><u>0.26</u></b>	<b><u>0.50</u></b>	<b><u>0.76</u></b>	<b><u>0.09</u></b>	<b><u>0.45</u></b>	<b><u>0.54</u></b>	<b><u>5,959.47</u></b>
Active Days: 10											
Building 08/15/2011-09/09/2011	0.81	2.75	14.11	0.02	0.08	0.18	0.25	0.03	0.16	0.19	1,786.53
Building Off Road Diesel	0.36	1.27	1.26	0.00	0.00	0.10	0.10	0.00	0.09	0.09	133.41
Building Vendor Trips	0.07	0.77	0.62	0.00	0.01	0.03	0.04	0.00	0.03	0.03	153.86
Building Worker Trips	0.38	0.72	12.23	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,499.26
Building 11/01/2010-09/02/2011	1.29	6.72	28.42	0.04	0.17	0.32	0.49	0.06	0.29	0.35	3,958.96
Building Off Road Diesel	0.12	0.89	0.57	0.00	0.00	0.05	0.05	0.00	0.05	0.05	98.10
Building Vendor Trips	0.41	4.42	3.56	0.01	0.03	0.19	0.22	0.01	0.17	0.18	884.72
Building Worker Trips	0.76	1.42	24.28	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,976.14
Coating 08/22/2011-09/09/2011	37.52	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98
Architectural Coating	37.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98
Time Slice 9/5/2011-9/9/2011 Active Days: 5	38.34	2.86	15.86	0.02	0.09	0.18	0.27	0.03	0.16	0.19	2,000.51
Building 08/15/2011-09/09/2011	0.81	2.75	14.11	0.02	0.08	0.18	0.25	0.03	0.16	0.19	1,786.53
Building Off Road Diesel	0.36	1.27	1.26	0.00	0.00	0.10	0.10	0.00	0.09	0.09	133.41
Building Vendor Trips	0.07	0.77	0.62	0.00	0.01	0.03	0.04	0.00	0.03	0.03	153.86
Building Worker Trips	0.38	0.72	12.23	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,499.26
Coating 08/22/2011-09/09/2011	37.52	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98
Architectural Coating	37.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.10	1.75	0.00	0.01	0.01	0.02	0.00	0.00	0.01	213.98

Phase Assumptions

Phase: Demolition 10/4/2010 - 12/10/2010 - Phase A Demolition

Building Volume Total (cubic feet): 776150.7

Page: 5

**6/15/2010 4:39:25 PM**

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Phase: Building Construction 11/1/2010 - 9/2/2011 - Phase A Construcion

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 8/15/2011 - 9/9/2011 - Phase A Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/22/2011 - 9/9/2011 - Phase A Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Urbemis 2007 Version 9.2.4

Combined Summer Emissions Reports (Pounds/Day)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseB.urb924

Project Name: Villa Venetia-Phase B Buildings-13904 13906 and 13908 13910

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2011 TOTALS (lbs/day unmitigated)	2.31	19.21	33.13	0.06	14.74	0.84	15.58	3.10	0.77	3.86	5,759.84
2012 TOTALS (lbs/day unmitigated)	36.74	17.24	40.71	0.06	14.74	0.75	15.49	3.10	0.68	3.78	5,786.65

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Summer Pounds Per Day, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------



**6/15/2010 4:36:27 PM**

Time Slice 1/2/2012-1/20/2012 Active Days: 15	2.11	<u>17.24</u>	30.69	0.06	<u>14.74</u>	<u>0.75</u>	<u>15.49</u>	<u>3.10</u>	<u>0.68</u>	<u>3.78</u>	5,759.31
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Demolition 10/10/2011- 01/20/2012	1.04	12.30	4.97	0.02	14.57	0.50	15.08	3.04	0.46	3.50	2,033.24
Fugitive Dust	0.00	0.00	0.00	0.00	14.51	0.00	14.51	3.02	0.00	3.02	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	1.04	12.30	4.97	0.02	0.07	0.50	0.57	0.02	0.46	0.48	2,033.24
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Time Slice 1/23/2012-9/3/2012 Active Days: 161	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Time Slice 9/4/2012-9/7/2012 Active Days: 4	35.98	5.03	27.24	0.04	0.17	0.25	0.42	0.06	0.22	0.29	3,925.16
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Coating 09/04/2012-10/05/2012	34.91	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Architectural Coating	34.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08

**6/15/2010 4:36:27 PM**

Time Slice 9/10/2012-9/14/2012	<b><u>36.74</u></b>	7.96	<b><u>40.71</u></b>	<b><u>0.06</u></b>	0.25	0.43	0.68	0.09	0.38	0.48	<b><u>5,786.65</u></b>
Active Days: 5											
Building 09/10/2012-10/05/2012	0.76	2.94	13.47	0.02	0.08	0.18	0.26	0.03	0.16	0.19	1,861.49
Building Off Road Diesel	0.31	1.25	1.22	0.00	0.00	0.09	0.09	0.00	0.09	0.09	133.41
Building Vendor Trips	0.10	1.02	0.85	0.00	0.01	0.04	0.05	0.00	0.04	0.04	229.09
Building Worker Trips	0.35	0.66	11.40	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,498.99
Building 11/07/2011-09/14/2012	1.07	4.94	25.72	0.04	0.16	0.25	0.41	0.06	0.22	0.28	3,726.07
Building Off Road Diesel	0.11	0.81	0.57	0.00	0.00	0.05	0.05	0.00	0.04	0.04	98.10
Building Vendor Trips	0.27	2.82	2.35	0.01	0.02	0.12	0.14	0.01	0.11	0.12	629.99
Building Worker Trips	0.70	1.31	22.80	0.03	0.14	0.08	0.22	0.05	0.07	0.12	2,997.99
Coating 09/04/2012-10/05/2012	34.91	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Architectural Coating	34.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Time Slice 9/17/2012-10/5/2012	35.67	3.02	14.99	0.02	0.09	0.18	0.27	0.03	0.16	0.20	2,060.57
Active Days: 15											
Building 09/10/2012-10/05/2012	0.76	2.94	13.47	0.02	0.08	0.18	0.26	0.03	0.16	0.19	1,861.49
Building Off Road Diesel	0.31	1.25	1.22	0.00	0.00	0.09	0.09	0.00	0.09	0.09	133.41
Building Vendor Trips	0.10	1.02	0.85	0.00	0.01	0.04	0.05	0.00	0.04	0.04	229.09
Building Worker Trips	0.35	0.66	11.40	0.02	0.07	0.04	0.11	0.03	0.03	0.06	1,498.99
Coating 09/04/2012-10/05/2012	34.91	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08
Architectural Coating	34.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.05	0.09	1.51	0.00	0.01	0.01	0.01	0.00	0.00	0.01	199.08

Phase Assumptions

Phase: Demolition 10/10/2011 - 1/20/2012 - Phase B Demolition

Building Volume Total (cubic feet): 1157625

Page: 5

**6/15/2010 4:36:27 PM**

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Phase: Building Construction 11/7/2011 - 9/14/2012 - Phase B Construcion

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 9/10/2012 - 10/5/2012 - Phase B Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 9/4/2012 - 10/5/2012 - Phase B Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseA.urb924

Project Name: Villa Venetia-Phase A Buildings-13900, 13902, and Leasing.

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2010 TOTALS (tons/year unmitigated)	0.06	0.55	0.84	0.00	0.37	0.02	0.39	0.08	0.02	0.10	139.92
2011 TOTALS (tons/year unmitigated)	0.40	0.62	2.64	0.00	0.02	0.03	0.05	0.01	0.03	0.03	365.88

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------



Page: 3

6/15/2010 4:39:54 PM

Phase Assumptions

Phase: Demolition 10/4/2010 - 12/10/2010 - Phase A Demolition

Building Volume Total (cubic feet): 776150.7

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Phase: Building Construction 11/1/2010 - 9/2/2011 - Phase A Construcion

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 8/15/2011 - 9/9/2011 - Phase A Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 8/22/2011 - 9/9/2011 - Phase A Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Urbemis 2007 Version 9.2.4

Combined Annual Emissions Reports (Tons/Year)

File Name: C:\Documents and Settings\MBJ\Application Data\Urbemis\Version9a\Projects\Villa Venita\PhaseB.urb924

Project Name: Villa Venetia-Phase B Buildings-13904 13906 and 13908 13910

Project Location: Los Angeles County

On-Road Vehicle Emissions Based on: Version : Emfac2007 V2.3 Nov 1 2006

Off-Road Vehicle Emissions Based on: OFFROAD2007

Summary Report:

CONSTRUCTION EMISSION ESTIMATES

	<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
2011 TOTALS (tons/year unmitigated)	0.06	0.52	0.72	0.00	0.44	0.02	0.46	0.09	0.02	0.11	135.53
2012 TOTALS (tons/year unmitigated)	0.53	0.58	2.57	0.00	0.13	0.03	0.15	0.03	0.03	0.05	380.91

Construction Unmitigated Detail Report:

CONSTRUCTION EMISSION ESTIMATES Annual Tons Per Year, Unmitigated

<u>ROG</u>	<u>NOx</u>	<u>CO</u>	<u>SO2</u>	<u>PM10 Dust</u>	<u>PM10 Exhaust</u>	<u>PM10</u>	<u>PM2.5 Dust</u>	<u>PM2.5 Exhaust</u>	<u>PM2.5</u>	<u>CO2</u>
------------	------------	-----------	------------	------------------	---------------------	-------------	-------------------	----------------------	--------------	------------



6/15/2010 4:36:45 PM

2012	0.53	0.58	2.57	0.00	0.13	0.03	0.15	0.03	0.03	0.05	380.91
Building 11/07/2011-09/14/2012	0.10	0.46	2.38	0.00	0.02	0.02	0.04	0.01	0.02	0.03	344.66
Building Off Road Diesel	0.01	0.07	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.07
Building Vendor Trips	0.02	0.26	0.22	0.00	0.00	0.01	0.01	0.00	0.01	0.01	58.27
Building Worker Trips	0.06	0.12	2.11	0.00	0.01	0.01	0.02	0.00	0.01	0.01	277.31
Demolition 10/10/2011-01/20/2012	0.01	0.09	0.04	0.00	0.11	0.00	0.11	0.02	0.00	0.03	15.25
Fugitive Dust	0.00	0.00	0.00	0.00	0.05	0.00	0.05	0.01	0.00	0.01	0.00
Demo Off Road Diesel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demo On Road Diesel	0.01	0.09	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25
Demo Worker Trips	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating 09/04/2012-10/05/2012	0.42	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.39
Architectural Coating	0.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coating Worker Trips	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.39
Building 09/10/2012-10/05/2012	0.01	0.03	0.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.61
Building Off Road Diesel	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.33
Building Vendor Trips	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.29
Building Worker Trips	0.00	0.01	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.99

Phase Assumptions

Phase: Demolition 10/10/2011 - 1/20/2012 - Phase B Demolition

Building Volume Total (cubic feet): 1157625

Building Volume Daily (cubic feet): 34539.7

On Road Truck Travel (VMT): 479.72

Off-Road Equipment:

Page: 4

**6/15/2010 4:36:45 PM**

Phase: Building Construction 11/7/2011 - 9/14/2012 - Phase B Constructiton

Off-Road Equipment:

1 Forklifts (145 hp) operating at a 0.3 load factor for 6 hours per day

Phase: Building Construction 9/10/2012 - 10/5/2012 - Phase B Landscaping

Off-Road Equipment:

1 Skid Steer Loaders (44 hp) operating at a 0.55 load factor for 8 hours per day

Phase: Architectural Coating 9/4/2012 - 10/5/2012 - Phase B Painting

Rule: Residential Interior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 100

Rule: Residential Interior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 50

Rule: Residential Exterior Coatings begins 1/1/2005 ends 6/30/2008 specifies a VOC of 250

Rule: Residential Exterior Coatings begins 7/1/2008 ends 12/31/2040 specifies a VOC of 100

Rule: Nonresidential Interior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

Rule: Nonresidential Exterior Coatings begins 1/1/2005 ends 12/31/2040 specifies a VOC of 250

# **APPENDIX “C”**

March 27, 2009

6342-01

Mr. Ernie M. Paez  
Lyon Apartment Companies  
Acquisition Development Management  
4901 Birch Street  
Newport Beach, CA 92660

**Subject:** *Arboricultural Study - Villa Venetia*

Dear Mr. Paez:

The following report focuses on the evaluation of 114 trees with an emphasis on four (4) trees that have historically been used as Great Blue Heron (*Ardea Herodias*) nesting trees ("heron trees"), all of which are located within the Villa Venetia Apartment complex property at 13900 Fiji Way, Marina Del Rey, California. The "heron trees" are in varying conditions, with two of the trees in notable decline. The remaining trees on the property include a variety of species, also in varying conditions, as detailed herein.

## ASSIGNMENT

Our Assignment was to:

- Evaluate four (4) declining Heron nesting/roosting trees.
- Estimate the expected life span for the "heron trees".
- Inspect other site trees for their general health, structural condition and integrity, size, appearance, pest presence, and preservation and/or relocation potential.
- Map trees for preparation of a tree location exhibit.
- Collect digital tree and site photographs.
- Develop a letter report documenting observations, recommendations, and pertinent tree planning information.

## GENERAL TREE AND SITE CONDITIONS

On March 17, 2009 Dudek International Society of Arboriculture (ISA) Certified Arborists examined 114 trees on the Villa Venetia property through a visual inspection process. The tree assessments focused on collecting tree information that could be used to determine the trees' current conditions, relocation potential, and to provide recommendations for tree disposition given the proposed site structure and landscape rehabilitation planned for Villa Venetia.

Initial site and tree information provided to Dudek by Lyon Apartment Companies included a Heron report (Califauna 2008) which included several exhibits of the “heron trees”. Attachment I, the site photograph log, presents relevant photographs and comments collected during Dudek’s site and tree evaluations.

There are a total of 114 trees located within the project survey area, including 25 tree species. In general, most of the trees, approximately 75%, are in fair condition, with the remaining 25% exhibiting poor health and poor structural condition. Table I provides a summary of the 25 species mapped and evaluated within the survey area.

**TABLE I**  
**Summary of Tree Species**

Species		
Scientific Name	Common Name	Number of Trees
<i>Araucaria heterophylla</i>	Norfolk Island Pine	1
<i>Callistemon spp.</i>	Bottlebrush	6
<i>Cupressus macrocarpa</i>	Monterey cypress	8
<i>Cupressus sempervirens</i>	Italian cypress	5
<i>Erythrina caffra</i>	Coral tree	1
<i>Eucalyptus citriodora</i>	Lemon scented gum	4
<i>Eucalyptus spp.</i>	Gum	2
<i>Ficus</i>	Fig	2
<i>Ficus benjamina</i>	Weeping fig	4
<i>Ficus macrocarpa</i>	Moreton bay fig	1
<i>Juniperus chinensis</i>	Hollywood juniper	3
<i>Juniperus spp.</i>	Juniper	1
<i>Melaluca quinquenervia</i>	Punk tree	1
<i>Olea europa</i>	Olive	8
<i>Palm spp.</i>	Palm	1
<i>Phoenix canariensis</i>	Canary island date palm	8
<i>Phoenix dactilifera</i>	Date palm	3
<i>Pinus canariensis</i>	Canary island pine	6
<i>Pinus radiata</i>	Monterey pine	2
<i>Pinus spp.</i>	Pine	1
<i>Podocarpus gracillior</i>	Fern pine	1
<i>Schinus terebinthifolius</i>	Brazilian pepper	13
<i>Syagrus romansoffiana</i>	Queen palm	1
<i>Washingtonia robusta</i>	Mexican fan palm	30
<i>Yucca spp.</i>	Yucca	1
<b>Total</b>		<b>114</b>

Trees on site are primarily distributed around the perimeter of the apartment complex with a small number of trees located within central court yards. The tree location exhibit in Attachment 2 presents the location of assessed trees.

## **Heron Tree Evaluations**

The four Heron nesting/roosting trees located on the project site were provided more thorough assessment based on their declining conditions and the associated nuisance created by the Heron (and other bird species) heavy use. Currently, three of the four trees include evidence that herons have nested within the trees. Additionally, two of the trees (Tree No's. 44 and 45), the two Monterey Cypress closest to the open water at the west side of the property, are heavily used by herons and other species and have been significantly affected by the excessive guano levels, which has reduced their vigor and canopy.

### Tree 44- Monterey Cypress

Tree number 44 is located on the northwest corner of the property, directly next to a pedestrian trail. The tree is a relatively large Monterey cypress reaching a height of 42 feet with a trunk diameter at 4 ½ feet above grade of 30 inches and a canopy spread of 32 feet. The tree exhibits poor and declining health, experiencing widespread dieback and loss of foliage throughout the crown. At the time of inspection an estimated 80% of the tree's normal crown was dead or dying, with only small clusters of live foliage. At the time of evaluation there were several herons perched in the tree. White wash guano was observed throughout the tree, directly beneath the tree, on the apartment complex some 15 to 20 feet east of the tree canopy, and even further from the tree on the ground. The volume of guano is very high and thick coatings of it on the branches and foliage and ground beneath the tree result in a very strong (and unpleasant) odor.

### Tree 45- Monterey Cypress

Tree number 45 is located on the northwest corner of the property approximately 20 feet to the North of tree number 44. Like tree number 44, this Monterey cypress tree is relatively large reaching a height of 36 feet with a trunk diameter at 4 ½ feet above grade of 24 inches and a canopy spread of 32 feet. Tree 45 also exhibits poor health and declining vigor, experiencing widespread dieback throughout the crown. At the time of inspection an estimated 75 - 80% of the tree's crown was dead or dying and there were several herons inhabiting the tree.

### Tree 22 – Lemon Scented Gum

Tree number 22 is located along the southern edge of the property, approximately 10 feet from the edge of the nearby apartment building and an estimated 5 feet from curbside. The Lemon scented gum is a medium to large sized eucalyptus tree reaching a height of 60 feet with a trunk diameter of 24 inches and canopy spread of 40 feet. The tree is currently in fair health and structural condition. However, the tree is planted in a very constrained planting area for it's potential mature size and consequently, we noted a street/root conflict that was occurring, causing both raising and cracking of the nearby street and curb. At the time of inspection, there were no Heron's roosting in the tree but the high presence of guano on the ground strongly suggest that it is frequently used for perching or other activities.

### Tree 91 – Monterey Cypress

Tree number 91 is located in the northeastern portion of the property, adjacent to the property's tennis courts. This tree is a large Monterey cypress reaching a height of 45 feet with a D.B.H of 40 inches and a canopy spread of 28 feet. The tree is currently considered to exhibit fair health and structural conditions. However, the cypress appeared to have been topped at some point in the past, perhaps due to a dead top or as a means to control height growth. Unfortunately, this type of activity is considered a poor practice that has negative impacts to the tree's long-term condition. At the time of inspection, there were no Heron's roosting in the tree.

### “Other” Trees

In addition to the four “heron trees” an additional 110 trees were evaluated and consisted of 25 different species. Provided tree assessments were consistent with that of the “heron trees”, although not as extensive due to the lack of a known outside agent causing decline. Most of the trees are in fair condition, including no outwardly signs of major structural issues or pest infestations. A smaller number of trees, approximately 25%, exhibit poor health and poor structural condition, either due to species characteristics, constrained planting sites, or useful life span. Attachment 3 provides a detailed summary of the 110 individual trees.

## **DISCUSSION/RECOMMENDATIONS**

As previously stated, the four “heron trees” located on site are the focus of this assessment and two of these trees are in a premature and accelerated state of decline. The two bay-side Monterey cypress exhibit canopies which are estimated to be nearly 80% dead. The loss of canopy results in tree stress as the normal physiological processes required to maintain growth, health, defense and energy, both above and below ground are compromised. As recently as 2007, an additional Monterey cypress was located at the site, near Trees 44 and 45. This tree declined and eventually failed and required removal. This type of failure is most often associated with root rot, the result of damaged or weakened roots and defense systems.

It is suspected that the massive quantities of nitrogen-rich guano is causing an increase in the soil pH level, resulting in excess hydrogen ions which in turn decrease the absorption of anions (e.g., nitrate, chloride, phosphate), slowing vegetation growth and inhibiting regeneration (Salisbury and Ross 1969). Additionally, it is likely that the surrounding soil is experiencing an increase in soluble salts, which is adversely affecting the water potential at the tree roots, predisposing the trees to a wide range of root disease and interfering with the roots' water uptake ability (Wiese 1978).

With both above and below ground factors affecting tree health and ability to recover, it is expected that Tree Nos. 44 and 45 will continue to decline, which over time will result in an increased potential hazard at the site and which may be from branch loss or tree failure. Based upon our assessment, the trees' current poor and declining health and irreversible damage that has occurred, the progression of decline over the last 2 to 3 years (Attachment 4), and given no changes to the current heron/bird use, it is expected that these two trees will be completely dead within as little as 2 to 3 years. If bird use of

these trees ceased now, the trees may live longer, in a declined state, but would not likely become vibrant, healthy trees again. Based on their conditions, these trees would not be considered key landscape trees for future planning purposes as they will likely be short-lived on the site.

Tree numbers 22 and 91 are both in fair health and structural condition and are not currently following the same steady rate of decline as the other two “heron trees”, primarily due to the fact that they are not used as heavily. As fair condition trees, they exhibit acceptable vigor, healthy foliage, adequate structure and lack of major canopy and trunk defects. However, if nesting and roosting increases, they both would be expected to follow the same decline as Trees 44 and 45, exhibiting signs of decline due to the direct effects of high guano saturation. Based on the current health, structure, and location of these two trees, it is recommended that Tree 22, the lemon-scented gum, be removed, or at least, not considered a high priority preserve tree for site rehabilitation planning purposes. Tree 91, the Monterey cypress, is in better condition and is a significant site tree. From a site planning perspective, this tree may be considered a tree worth preserving. However, based on its use by herons, and possible increase in usage once Trees 44 and 45 are dead and removed, this tree may become a primary nest site and would be expected to decline over time.

The remaining 110 trees located at Villa Venetia vary in their potential usage within the rehabilitated landscape at Villa Venetia. Most of the trees are considered unworthy of preservation due to species, condition, structural issues, lack of growing space, or existing infrastructure conflicts. Approximately 30 trees meet criteria for preservation or relocation candidate trees and may be utilized within a post-rehabilitation landscape. Refer to Attachment 3 for additional details for each tree and its recommended disposition.

Ultimately, tree removal or preservation and/or relocation will be at the discretion of Lyon Apartment Company or its designee. Dudek’s recommendations for tree removal, preservation and/or relocation are based upon the current health and structural conditions.

## CONCLUSION

This report provides conclusions and recommendations based on a visual examination of the trees and surrounding site by an ISA Certified Arborist. Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees.

Arborists cannot detect every condition that could possibly lead to the failure of a tree. Trees are living organisms that fail in unpredictable ways that are complex and not fully understood. Conditions are often hidden within trees and below ground. This evaluation did not include subterranean or internal tree examination. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific time period. There are no guarantees that a tree’s condition will not change over a short or long period due to climatic, cultural or environmental conditions. Trees provide many benefits to those who live near them. They also include inherent risks that can be minimized, but not eliminated.

Mr. Ernie M. Paez  
Subject: Arboriculture Study – Villa Venetia

---

Please note that any tree work occurring on the project must meet local, state, and federal regulations regarding the Migratory Bird Treaty Act. Accordingly, a biologist will likely need to be retained to provide surveys and clearances for tree pruning, removal, boxing, or other potential activities that can be defined as “take”.

I would be please to answer any questions or respond to any comments regarding this tree evaluation.

Sincerely,



---

Michael Huff  
Manager, Urban Forestry  
ISA Certified Arborist – WE-4276A

Att:     *Attachment 1: Site Photograph Log*  
          *Attachment 2: Tree Location Exhibit*  
          *Attachment 3: Tree Information Matrix*  
          *Attachment 4: Tree Decline Exhibit*

cc:     Tom Larson - Dudek

## REFERENCES

Salisbury, F.B. & C. Ross, 1969. Plant physiology, Wadsworth, Belmont.

Wiese., J.H. 1978. Heron nest-site selection and its ecological effects. pp.27-34 in  
Wading Birds (A. Sprunt IV, J.C. Ogden, & S. Winckler, eds.) Nat. Aud. Soc. Res.  
Rep. No. 7, New York.

Mr. Ernie M. Paez  
Subject: Arboriculture Study – Villa Venetia

---

**Attachment I**

**Photograph Log**

**Villa Venetia Apartments**

**Marina Del Rey, California**

**March 17, 2009**



Photograph 1: View of trees 1 - 4.



Photograph 2: View of trees 5 - 10.



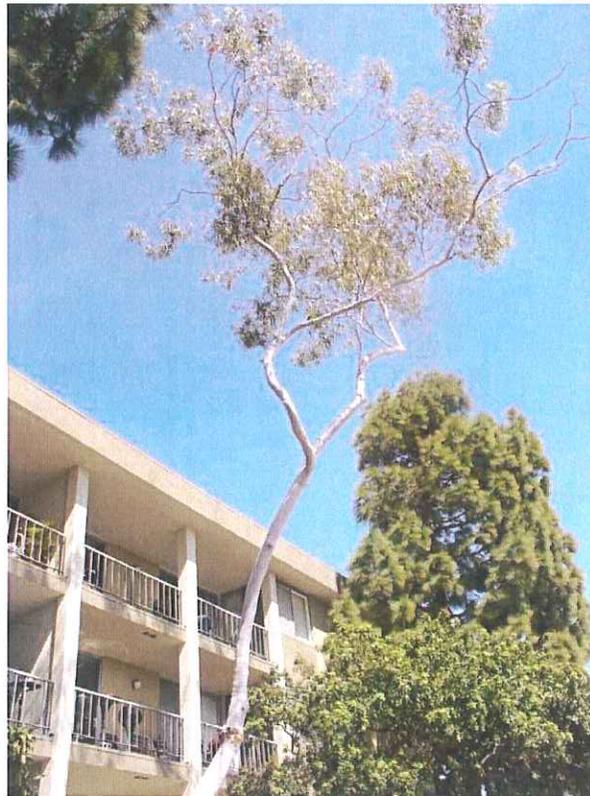
Photograph 3: Tree number 11 – Canary Island Pine (*Pinus canariensis*)



Photograph 4: Tree number 12 – Canary Island Pine (*Pinus canariensis*)



Photograph 5: Tree number 13 – Brazillian Pepper Tree (*Schinus terebinthefolius*)



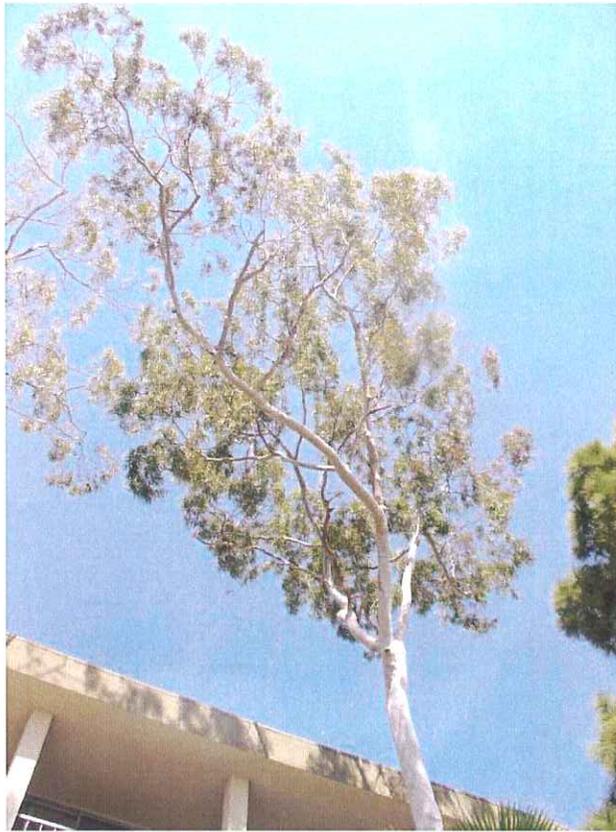
Photograph 6: Tree number 13 – Lemon Scented Gum (*Eucalyptus citriodora*)



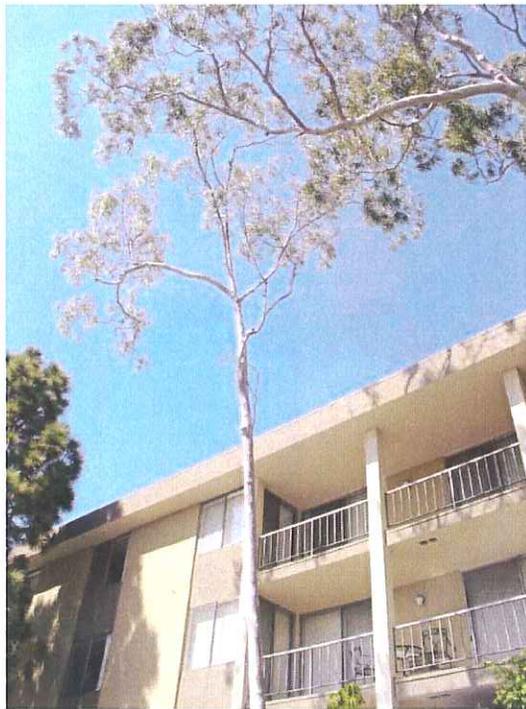
Photograph 7: Tree number 14 – Root / street conflict



Photograph 8: Tree number 16 – Excessive lean away from the nearby apartment complex



Photograph 9: Tree number 18 – Dieback in canopy



Photograph 10: Tree number 19 – Crown dieback



Photograph 11: Tree numbers 20, 21, 22, – Overcrowding of available growing space



Photograph 12: Tree number 22 – Herron nesting site evidence



Photograph 13: Tree number 23, 24 – *Ficus benjamina*, available growing space greatly limited



Photograph 14: Tree numbers 25,26 – Brazilian pepper exhibiting decline



Photograph 15: Tree numbers 29, 30, 31 – Overcrowding



Photograph 16: Tree numbers 30 - 35 – Parcel 65 palm trees



Photograph 17: Tree numbers 36, 37 – Limited growing space



Photograph 18: Tree number 38 – *Washingtonia robusta* (Mexican Fan Palm)



Photograph 19: Tree number 40 – *Cupressus macrocarpa* (Monterey cypress)



Photograph 20: Tree number 41 – *Cupressus macrocarpa* (Monterey cypress)



Photograph 21: Tree number 44 – *Cupressus macrocarpa* (Monterey cypress), Herron tree, 80% dead



Photograph 22: Tree number 45 – *Cupressus macrocarpa* (Monterey cypress), Herron tree, 80% dead



Photograph 23: Tree numbers 43 - 49



Photograph 24: Tree numbers 56 - 59



Photograph 24: Tree numbers 61 – 65



Photograph 25: Tree numbers 65 – 66



Photograph 26: Tree numbers 71 – 74



Photograph 27: Tree numbers 80 - 83



Photograph 28: Tree numbers 87 - 90



Photograph 29: Tree numbers 98 - 104



Photograph 30: Tree numbers 103 – 107



Photograph 31: Tree numbers 107 - 114



Attachment 3 - Villa Venitia Tree Data

Tree #	Species	Common Name	DBH	Height	Canopy Spread	Condition *	Relocation	Comments
1	Schinus terebintholius	Brazilian Pepper	18	30	24	2		Touchees building, sucker growth
2	Pinus canariensis	Canary Island Pine	19	45	20	1		Nearby light fixture
3	Schinus terebintholius	Brazilian Pepper	16	20	16	3		Dead, dying branches, near structure
4	Schinus terebintholius	Brazilian Pepper	26	24	26	3		Poor structure, galls, borers
5	Schinus terebintholius	Brazilian Pepper	21	30	34	2		Dieback, poor structure, light fixture
6	Schinus terebintholius	Brazilian Pepper	18	28	26	2		Poor branch architecture, surface roots
7	Schinus terebintholius	Brazilian Pepper	16	26	35	3		Dieback, dying, suckers/epicormic
8	Schinus terebintholius	Brazilian Pepper	25	35	35	3		Girdling roots, sparse canopy, surface roots
9	Schinus terebintholius	Brazilian Pepper	10	16	12	3		Stunted, dieback, girdled with tie and roots
10	Schinus terebintholius	Brazilian Pepper	23	30	30	2		Stake/tie overgrown, girdling roots
11	Pinus canariensis	Canary Island Pine	9	40	10	2		Asymetrical, crowded by neighboring tree
12	Pinus canariensis	Canary Island Pine	16	45	20	1		
13	Schinus terebintholius	Brazilian Pepper	9.10	20	24	3		Decline, dead branches, sparse
14	Eucalyptus citrodora	Lemon scented gum	12	50	18	3		Poor structure, dieback, sparse
15	Pinus canariensis	Canary Island Pine	15	52	20	1		
16	Pinus canariensis	Canary Island Pine	22	50	20	2		Excessive lean away from building
17	Washingtonia robusta	Mexican fan palm	20	15 b.t.h	10	1	Yes	Crowded by light fixture and neighboring tree
18	Eucalyptus citrodora	Lemon scented gum	16	52	24	3		Dieback, poor structure
19	Eucalyptus citrodora	Lemon scented gum	11	52	20	3		Dieback, poor structure, overgrown, stake tie, stressed
20	Pinus canariensis	Canary Island Pine	14	40	20	1		Root along curb
21	Ficus macrocarpa	Moreton bay fig	6.6	22	18	2		Root encroachment
22	Eucalyptus citrodora	Lemon scented gum	24	60	40	2		Stireel/root conflict, heron nest, dead branches, root conflict
23	Ficus benjamina	Weeping fig	Multi	24	20	2		Crowded (root and light), root damage on street
24	Ficus benjamina	Weeping fig	Multi	12	10	2		Poor structure, crowding
25	Schinus terebintholius	Brazilian Pepper	7	15	10	3		Too close to deck, declining, dieback, surface roots
26	Schinus terebintholius	Brazilian Pepper	19	18	16	2		Dieback, poor looking tree
27	Olea europa	Olive	4.6.5.4	24	20	2	Yes	Poor structure, close to apt., crowded by palms
28	Washingtonia robusta	Mexican fan palm	12	9 b.t.h	6	1		
29	Schinus terebintholius	Brazilian Pepper	4.2.2	9	10	3		No room to mature, half dying, too close to rail
30	Washingtonia robusta	Mexican fan palm	12	6 (b.t.h)	6	1		Crowded with fence
31	Washingtonia robusta	Mexican fan palm	10	6 (b.t.h)	6	1		Crowded with fence
32	Washingtonia robusta	Mexican fan palm	12	48 (b.t.h)	12	2		
33	Washingtonia robusta	Mexican fan palm	14	45 (b.t.h)	12	2		
34	Washingtonia robusta	Mexican fan palm	14	46 (b.t.h)	12	2		Herron nest, excessive leaning
35	Washingtonia robusta	Mexican fan palm	14	47 (b.t.h)	12	2		
36	Washingtonia robusta	Mexican fan palm	10	7 (b.t.h)	8	1		No room for maturity
37	Ficus	Ficus	multi	10	10	1		Will get to big for location
38	Washingtonia robusta	Mexican fan palm	14	35 (b.t.h)	12	1		remaining co-dominant, lower canopy dieback, crotch rot,
39	Phoenix dactylifera	Date palm	12	25 (b.t.h)	20	2	Yes	conk, wood decay
40	Cupressus macrocarpa	Monterey cypress	18	22	20	2		Cracked branches.
41	Cupressus macrocarpa	Monterey cypress	19	36	22	1		Dieback, split branch
42	Cupressus macrocarpa	Monterey cypress	14	30	20	2		
43	Washingtonia robusta	Mexican fan palm	18	22 (b.t.h)	10	2		
44	Cupressus macrocarpa	Monterey cypress	30	42	32	3		Herron nest, declining, 80% dead, white washed ground
45	Cupressus macrocarpa	Monterey cypress	24	36	32	3		Herron nest, declining, 80% dead, white washed ground
46	Washingtonia robusta	Mexican fan palm	12	30 (b.t.h)	10	2		
47	Washingtonia robusta	Mexican fan palm	11	31 (b.t.h)	10	2		
48	Washingtonia robusta	Mexican fan palm	11	32 (b.t.h)	10	2		

49	Washingtonia robusta	Mexican fan palm	10	33 (b.t.h)	10	2			Close to apartment
50	Washingtonia robusta	Mexican fan palm	14	24 (b.t.h)	15	2			Close to apartment
51	Washingtonia robusta	Mexican fan palm	8	14 (b.t.h)	8	2			Close to apartment
52	Washingtonia robusta	Mexican fan palm	10	20 (b.t.h)	10	2			Close to apartment
53	Cupressus macrocarpa	Monterey cypress	22	35	28	2			Heavy needle cast, browning, girdling roots, hazardous branches
54	Cupressus sempervirens	Italian Cypress	10	30	18	3			Suppressed, crowded, major dieback, topped/broken top
55	Pinus radiata	Monterey pine	16	36	20	3	Yes		Dieback, sparse foliage, crowded, dead branches
56	Phoenix dactylifera	Date palm	40	20 (b.t.h)	30	1			Excessive lean
57	Washingtonia robusta	Mexican fan palm	10	20 (b.t.h)	8	2	Yes		Lean
58	Washingtonia robusta	Mexican fan palm	40	20 (b.t.h)	8	1	Yes		Lean
59	Phoenix canariensis	Canary Island Palm	2	24 (b.t.h)	30	2	Yes		Lean
60	Washingtonia robusta	Mexican fan palm	12	20 (b.t.h)	10	1	Yes		Too close to apartment
61	Melaleuca quinquenervia	Pink tree	13	26	20	2			Crowded (Light fixture/palms)
62	Phoenix canariensis	Canary Island Palm	40	3 (b.t.h)	20	1	Yes		Poor branch architecture
63	Pinus radiata	Monterey pine	36	45	45	2			Cavities, decay, crowded, dieback, sparse, large tree.
64	Phoenix canariensis	Canary Island Palm	40	3 (b.t.h)	20	1	Yes		Overgrown
65	Washingtonia robusta	Mexican fan palm	10	10 (b.t.h)	12	1	Yes		Overgrown
66	Olea europaea	Olive	12:3:8.8	32	18	2	Yes		Poor structure, leans
67	Washingtonia robusta	Mexican fan palm	14	24 (b.t.h)	12	1	Yes		Poor structure, leans
68	Syagrus romanzoffiana	Queen palm	10	18 (b.t.h)	14	3	Yes		Poor leaf color, stressed
69	Juniperus chinensis	Hollywood Juniper	multi (avg. 5)	20	18	3			Declining, cavities, wounds, poor structure
70	Olea europaea	Olive	multi (avg. 6)	28	30	1	Yes		
71	Cupressus sempervirens	Italian Cypress	14	30	10	1			
72	Podocarpus gracillior	Fern Pine	13:10	32	32	2			Leans towards structure, health vigor
73	Juniperus spp.	Juniper	12	20	22	2			Excessive lean, slight soil heave
74	Olea europaea	Olive	4:5:4	12	14	2	Yes		Poor crotch
75	Palm	Palm	8	20 (b.t.h)	10	2	Yes		Needs maintenance
76	Olea europaea	Olive	9	22	20	2	Yes		Needs maintenance
77	Araucaria heterophylla	Norfolk Island Pine	6	30	10	2			Leans
78	Phoenix dactylifera	Date palm	10,11	12 (b.t.h)	8	1	Yes		Leans
79	Ficus benjamina	Weeping fig	4	15	9	2			Declining, too small space
80	Olea europaea	Olive	9	14	15	2	Yes		Poor structure
81	Washingtonia robusta	Mexican fan palm	20,10	12,6 (b.t.h)	12	1	Yes		Poor structure
82	Washingtonia robusta	Mexican fan palm	12	35 (b.t.h)	10	2			
83	Washingtonia robusta	Mexican fan palm	12	40	10	2			
84	Yucca spp.	Yucca	8	25	10	2			
85	Juniperus chinensis	Hollywood juniper	12,10,8,2	30	16	2			Poor structure, health o.k.
86	Juniperus chinensis	Hollywood Juniper	12,6,7	25	20	2			Excessive lean
87	Ficus benjamina	Weeping fig	multi (avg. 6)	24	20	2			Suppressed
88	Callistemon spp.	Bottlebrush	8	12	15	2			Suppressed
89	Callistemon spp.	Bottlebrush	6	16	20	2			Suppressed
90	Washingtonia robusta	Mexican fan palm	15	25 (b.t.h)	10	2	Yes		Topped
91	Cupressus macrocarpa	Monterey cypress	40	45	28	2			Topped
92	Phoenix canariensis	Canary Island date palm	7	3,5 (b.t.h)	15	1	Yes		Poor pruning
93	Erythrina cafra	Coral tree	7	12	14	2			Poor pruning
94	Callistemon spp.	Bottlebrush	5	12	16	2	ok		ok
95	Callistemon spp.	Bottlebrush	5	12	16	2	ok		ok
96	Callistemon spp.	Bottlebrush	5	12	16	2	ok		ok
97	Callistemon spp.	Bottlebrush	5	12	16	2	ok		ok
98	Phoenix canariensis	Canary Island date palm	40+	7 (b.t.h)	20	1	Yes		Crowded
99	Cupressus sempervirens	Italian Cypress	9	25	10	1			Crowded

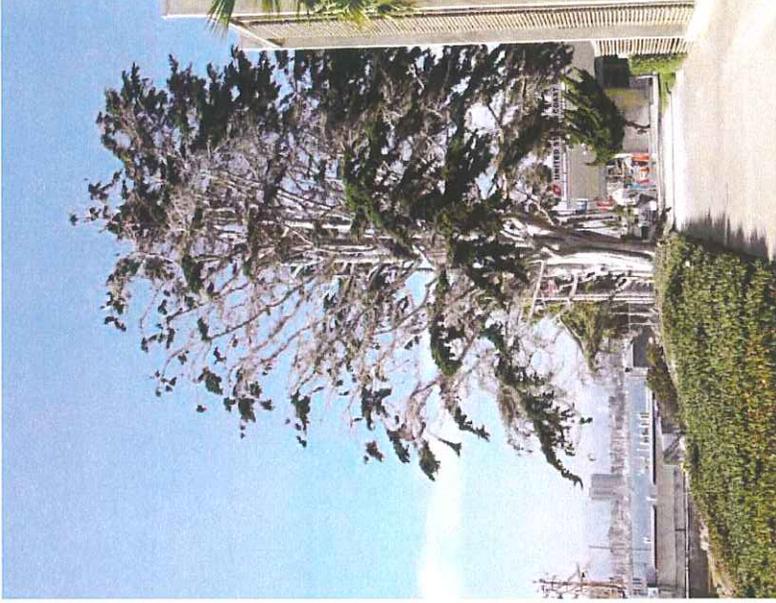
100	Olea europaea	Olive	multi (9)	20	22	2	Yes	Basal wounds, crotch wounds
101	Cupressus sempervirens	Italian Cypress	5	16	9	1		
102	Olea europaea	Olive	mult (avg. 6)	28	20	2	Yes	Basal wounds, crotch wounds
103	Phoenix canariensis	Canary Island date palm	40	4 (b.t.h)	20	1	Yes	Crowded by tennis fence
104	Cupressus sempervirens	Italian Cypress	4	16	8	1		Crowded by tennis fence
105	Phoenix canariensis	Canary Island date palm	40	5 (b.t.h)	20	1	Yes	Crowded by tennis fence
106	Phoenix canariensis	Canary Island date palm	40+	7 (b.t.h)	20	1	Yes	Too close to street curb
107	Washingtonia robusta	Mexican fan palm	13	30 (b.t.h)	10	1		Crowded by Monterey cypress
108	Eucalyptus spp.	Gum	12	35	20	2		
109	Cupressus macrocarpa	Monterey cypress	24	38	20	1		Good condition
110	Ficus spp.	Ficus	7	30	18	2		Crowded
111	Washingtonia robusta	Mexican fan palm	10	16 (b.t.h)	8	2	Yes	Crowded
112	Eucalyptus spp.	Gum	10	35	22	2		Crowded
113	Washingtonia robusta	Mexican fan palm	14	38 (B.T.H)	10	2		
114	Pinus spp.	Pine	10	20	20	1		Corrected lean

\* 1 - Good, 2 - Fair, 3 - Poor

# ATTACHMENT 4 “HERON TREE” DECLINE OVER 2 YEAR PERIOD



Photograph 1. View of Tree 44 in 2007.



Photograph 2. View of Tree 44 in 2008.



Photograph 3. View of Tree 44 in 2009.

# **APPENDIX “D”**

**VILLA VENETIA**

**INFRASTRUCTURE SUMMARY REPORT OF EXISTING AND  
PROPOSED DRAINAGE, SEWER AND WATER**

Psomas Project No: 1LYO010100  
Prepared: July 9, 2009  
Updated: March 29, 2010

Prepared at the request of:

**Phil Martin Associates**

Prepared for:

Lyon Capital Ventures  
4901 Birch Street  
Newport Beach, CA 92660

Prepared by:

Albert Prieto, PE  
**PSOMAS**  
555 South Flower Street, Suite 4400  
Los Angeles, California 90071  
Telephone: (213) 223-1400  
Fax: (213) 223-1444

**1.0 OVERVIEW**

This infrastructure summary report documents the results of Psomas drainage, water quality, water, and sewer utility research regarding the proposed rehabilitation of the Villa Venetia project which will keep the existing 224 apartments.

Psomas' research included a review of the existing County of Los Angeles drawings for utilities within the project area. Plan and substructure maps were obtained from the County of Los Angeles Department of Public Works, Waterworks Districts, and other utility companies that service this project. Psomas also held meetings and coordinated with the staff of County of Los Angeles Department of Public Works, and Waterworks Districts.

**2.0 SITE DRAINAGE**

The existing 6.47-acre site currently drains into both the Marina Del Rey Channel and the Ballona Flood Control Channel. A hydrologic analysis has been performed to calculate the flows in both the existing and proposed conditions. In the existing condition, the project site has a percent impervious of 86%, as per the land use description of "Low-Rise Apartments, Condominiums and Townhouses" in Appendix D of the Los Angeles County Department of Public Works Hydrology Manual dated January 2006. In the proposed condition, the percent impervious is reduced to 85% due to the increase in landscape areas. A table for these calculations is included (Attachment 1). Also included are exhibits of both the existing and proposed hydrology conditions (Attachment 2). A 3.06-acre portion of the site drains into the Ballona Flood Control Channel, and the remaining 3.41-acre portion drains into the Marina Del Rey Channel either toward Fiji Way into a catch basin which connects to an 18" storm drainage system outletting into the Marina Del Rey Channel, or directly into the Marina Del Rey Channel. The total existing 25-year frequency storm runoff is estimated to be 11.9 cfs. The proposed site improvement will not significantly affect the existing drainage condition, and the runoff will remain 11.9 cfs (Attachments 1 and 2), although some minor reduction could be expected from the stormwater quality treatment facilities to be installed as explained in the next paragraph. Calculations are not provided for this since the site is so small that the calculation difference would be negligible.

The rehabilitation of the project will be required to meet current stormwater runoff water quality standards. Current Statewide stormwater quality standards require that the first  $\frac{3}{4}$  inch of runoff from any storm event is collected and treated for a number of constituents including turbidity, PH, minor oils and grease expected from parking areas, etc. The standards also require retention and infiltration of the volume calculated for the first

¾ inch of any storm event to the greatest extent practicable. Exceptions to this are made for some conditions such as contaminated soils conditions where infiltration could result in spread of the contamination, a high groundwater table where infiltration cannot be provided because of physical limitations or will not provide a recharge benefit (One of the primary goals of infiltration), or other physical or environmental constraints. This project is in an area of high groundwater due to its proximity to the Marina and therefore is not required to infiltrate. However, some infiltration will be provided through the installation of vegetated swales for treatment purposes. Installation of water quality treatment facilities will include these vegetated treatment swales as well as two Filterra treatment planters. These will be the two primary treatment methods for the proposed development and meet the requirements for stormwater quality treatment (Exhibits A and B).

The project is within the Ballona Creek Watershed which is underlain by the groundwater formation known as the West Basin (comprised of the Hollywood and Santa Monica sub-basins) and a small portion of the Central Basin as defined by the California Regional Water Quality Control Board. These two basins are used as sources for domestic water use and are replenished primarily through percolation of rainwater and stream flow. Within these two basins there are point source groundwater contamination that have been identified related to specific uses such as gas stations, airports, etc. Because the underlying groundwater basins are used for domestic water production, and no potential point source of contamination is known to have occurred on or adjacent to the site, the project is considered to be in an area with no known groundwater quality problems. No long term or cumulative groundwater quality impacts are anticipated since no water wells or private sewerage treatment systems exist or are proposed.

Per the PCA report (Phase 1 Environmental Site Assessment, dated December 18, 2003), an evaluation to determine whether oil wells existed on the property, or immediately adjacent to the property that might cause an impact was completed. This report determined that there were no wells on the site and that the two nearest wells are located 1) across the marina channel to the west and 2) approximately 350 feet to the northeast. They determined that neither well has the possibility of impacting the site (see exhibit).

**3.0 SANITARY SEWER**

The existing Villa Venetia Apartment complex of 224 units discharges approximately 0.19 cfs of sewage into an existing 8” Los Angeles County sewer main that is located within the site along the northerly property line (Attachment 3). The sewer main continues adjacent to the Marina Del Rey Channel sea wall and services the existing developments along Fiji

Way, the western portion of Mindanao Way, Bali Way and the south portion of Admiralty Way. The combined flow then enters the Marina Pump Station. The existing onsite 8" County sewer main has adequate capacity to service the existing apartment complex (Attachment 4). Downstream portions of the 8" sewer main, while physically having capacity to convey existing sewage, do not comply with current requirements in that the flows are greater than half the diameter of the existing sewer pipes. However, they do have capacity within the full use of the pipes. Psomas has been told by Mr. Abed Mohsen, Design Division of the Los Angeles County Department of Public Works, that there will be no new upgrades to this system as a requirement of this rehabilitation effort. The proposed rehabilitation effort will reduce the current rate of sewage generation. Tryco Consulting Inc. has evaluated the impact of the proposed renovation and has concluded that there will be a sewage generation reduction based on a reduction in water usage (Attachment 8).

On March 2, 2009, Psomas spoke with Mr. Abed Mohsen regarding the status of the proposed Sewer construction on Fiji Way. He informed us that the project design and construction had not been funded by Department of Beaches and Harbors. The County Design Division only completed sewer capacity and alignment studies. They have not been authorized by the Department of Beaches and Harbors to begin the preparation of construction plans.

#### **4.0 Water**

Based on the Water Demand Evaluation Study prepared by Tryco Consulting Inc. (Attachment 8), the existing domestic peak water demand is calculated to be 460 gallons per minute (gpm). The proposed domestic peak water demand is calculated to be 430 gpm. A net reduction of 30 gpm will result of the rehabilitation of the existing apartment complex.

According to the Los Angeles County Waterworks District the existing public water system serving the Marina may need improvements to meet the current required fire and domestic water flows of the area. The County is planning to remove an existing 10" water main that is under the Marina Del Rey channel. This planned 10" water line removal will contribute to the need for the upsizing of the existing 8" and 12" water mains in Fiji Way from the project site to Admiralty Way. The Waterworks District is planning the required upgrading of the existing water system in three to five years.

According to a Fire Flow Availability Report prepared by the County of Los Angeles Fire Department (Fire Dept.), a physical flow test was performed on October 13, 2009 at 9:00 a.m. (Attachment 5). This flow test determined that an available flow rate from the public system at the cul-de-sac of Fiji Way of 3,548 gallon per minute (gpm) for a three-hour duration can be provided. In discussions with Fire Dept. Inspector Juan

Padilla, he has indicated that since the apartment complex is an existing use, the Fire Dept. will accept the existing flow rate (Attachment 6). The typically desired flow rate for this development would be 3,750 gpm which is calculated based on a 5,000 gpm flow rate due to the largest building size of over 35,000 square feet with a reduction of 25% since the buildings are Type 5, 1 hour rated. Per Los Angeles County's typical process, formal approval of this flow rate will occur during the building plan check process prior to permit.

The Fire Dept. has also reviewed the site conditions and indicated that existing fire access is adequate to meet their needs with the possible exception of a pinch point next to an existing tree where the Fire Dept. may want a 20 foot width to be provided which could be either a paved area, or only clear of obstructions area (Attachment 6). An exhibit has been prepared (Attachment 7) showing the tree locations. The 20 foot width can be provided if ultimately determined as a requirement during plan check with the reduction of the landscape area and reconfiguration of the parking spaces. No parking spaces would be lost in providing this.

The existing domestic water meter and backflow preventer serving the apartment complex is in a vault within the property. With the proposed reconfiguration of the parking area adjacent to Fiji Way, the meter will be relocated approximately 30 feet to the west of its current location. With this reconfiguration, a new backflow preventer will be required behind the meter in an above ground level configuration to meet current health department standards.

## 1.5 CONCLUSIONS

Existing and proposed hydrology results for the 25-year (24-hour) storm event are summarized in Tables 1 and 2. Detailed model outputs are provided in Section 3.

**Table 1: Existing Hydrology, 25-year Storm Event**

Sub-area	Area (acre)	TC (min)	% Imp	Q25 (cfs)
1A	1.44	6	86	3.1
2A	1.62	12	86	2.5
A Subtotal	3.06	--	86	5.6
3B	1.78	10	86	3.0
4B	0.26	5	86	0.6
B Subtotal	2.04	--	86	3.6
5C	1.37	7	86	2.7
Total	6.47	--	86	11.9

**Table 2: Proposed Hydrology, 25-year Storm Event**

Sub-area	Area (acre)	TC (min)	% Imp	Q25 (cfs)
1A	1.44	6	83	3.1
2A	1.62	12	83	2.5
A Subtotal	3.06	--	83	5.6
3B	1.78	10	86	3.0
4B	0.26	5	86	0.6
B Subtotal	2.04	--	86	3.6
5C	1.37	7	86	2.7
Total	6.47	--	85	11.9

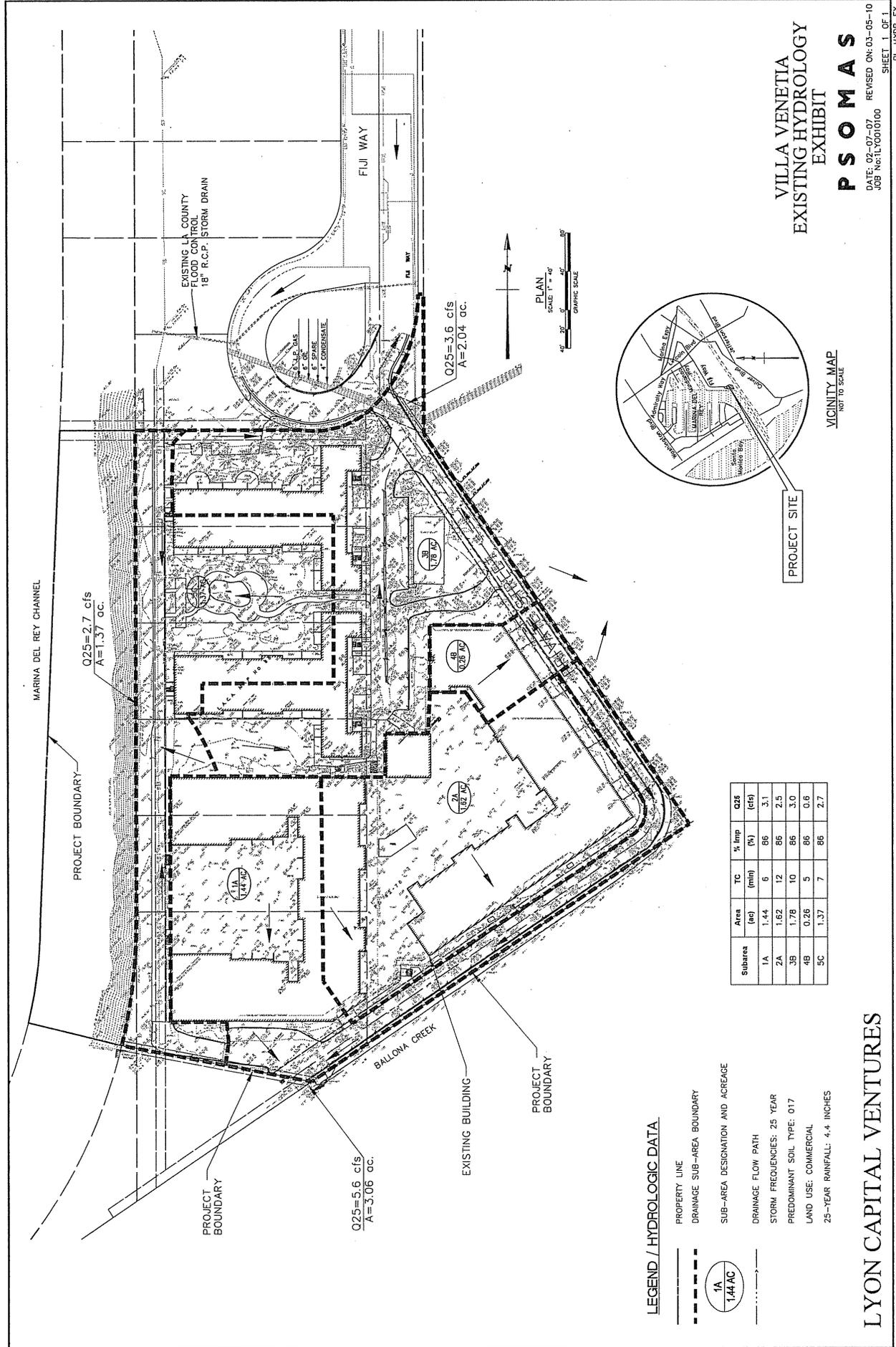
A comparison between the existing and proposed conditions for each major drainage area is shown in Table 3.

Villa Venetia Existing 25-year Tc Calculations

Project	Subarea	Area (acres)	%imp	Frequency	Soil Type	Length (ft)	Slope (ft/ft)	Isohyet (in.)	Tc-calculated (min.)	Intensity (in./hr)	Cu	Cd	Flowrate (cfs)
Ex	1A	1.44	0.86	25	17	350	0.02	4.4	6	2.41	0.86	0.89	3.1
Ex	2A	1.62	0.86	25	17	800	0.01	4.4	12	1.74	0.80	0.89	2.5
Ex	3B	1.78	0.86	25	17	650	0.01	4.4	10	1.90	0.83	0.89	3.0
Ex	4B	0.26	0.86	25	17	160	0.01	4.4	5	2.63	0.87	0.90	0.6
Ex	5C	1.37	0.86	25	17	360	0.01	4.4	7	2.24	0.85	0.89	2.7

Villa Venetia Proposed 25-year Tc Calculations

Project	Subarea	Area (acres)	%imp	Frequency	Soil Type	Length (ft)	Slope (ft/ft)	Isohyet (in.)	Tc-calculated (min.)	Intensity (in./hr)	Cu	Cd	Flowrate (cfs)
Pr	1A	1.44	0.83	25	17	350	0.02	4.4	6	2.41	0.86	0.89	3.1
Pr	2A	1.62	0.83	25	17	800	0.01	4.4	12	1.74	0.80	0.88	2.5
Pr	3B	1.78	0.86	25	17	650	0.01	4.4	10	1.90	0.83	0.89	3.0
Pr	4B	0.26	0.86	25	17	160	0.01	4.4	5	2.63	0.87	0.90	0.6
Pr	5C	1.37	0.86	25	17	360	0.01	4.4	7	2.24	0.85	0.89	2.7



**LEGEND / HYDROLOGIC DATA**

- PROPERTY LINE
- - - DRAINAGE SUB-AREA BOUNDARY
- 1A  
1.44 AC SUB-AREA DESIGNATION AND ACREAGE
- DRAINAGE FLOW PATH
- STORM FREQUENCIES: 25 YEAR
- PREDOMINANT SOIL TYPE: 017
- LAND USE: COMMERCIAL
- 25-YEAR RAINFALL: 4.4 INCHES

Subarea	Area (ac)	TC (min)	% Imp	Q25 (cfs)
1A	1.44	6	86	3.1
7A	1.62	12	86	2.5
7B	1.78	10	86	3.0
8B	0.26	5	86	0.6
8C	1.37	7	86	2.7

**VILLA VENETIA  
EXISTING HYDROLOGY  
EXHIBIT**

**PSOMAS**  
 DATE: 02-07-07  
 JOB No: 11Y0001000  
 REVISION: 03-05-10  
 SHEET 1 OF 1  
 PL-HYDR-EX

VICINITY MAP  
NOT TO SCALE

PROJECT SITE

PLAN  
SCALE: 1" = 40'  
GRAPHIC SCALE

Q25=3.6 cfs  
A=2.04 ac.

Q25=2.7 cfs  
A=1.37 ac.

Q25=5.6 cfs  
A=3.06 ac.

MARINA DEL REY CHANNEL

BALLONA CREEK

FIJI WAY

EXISTING L.A. COUNTY  
FLOOD CONTROL  
18" R.C.P. STORM DRAIN

2" I.P. GAS  
8" OR  
6" SPARE  
4" CONCRETE

**LYON CAPITAL VENTURES**





**Sewerage Existing Flow Comparison to Capacity**

Street Name	Segment		Pipe		Capacity Full (CFS)	1/2 (CFS)	Existing Flow (CFS)
	MH #	MH #	Size (in)	Slope (%)			
Fiji	190	189	8	0.4	0.34		0.19

\* Calculated using Kutter's Formula with  $n=0.013$  (as in S-C4 graph in PC Procedural Manual)



FORM 196  
Rev. 04/03

**COUNTY OF LOS ANGELES FIRE DEPARTMENT  
FIRE PREVENTION DIVISION**

Fire Prevention Engineering  
5823 Rickenbacker Road  
Commerce, CA 90040  
Telephone (323) 890-4125 Fax (323) 890-4129

**Information on Fire Flow Availability for Building Permit**

**For All Buildings Other Than Single Family Dwellings (R-3)**

**INSTRUCTIONS:**

Complete parts I, II (A) when.

Verifying fire flow, fire hydrant location and fire hydrant size.

Complete parts I, II (A), & II (B) when:

For buildings equipped with fire sprinkler systems, and/or private on-site fire hydrants.

**PROJECT INFORMATION  
(To Be Completed By Applicant)**

**PART I**

Building Address: 13900 Fiji Way

City or Area: Marina Del Rey, CA 90292

Nearest Cross Street: Admiralty Way

Distance of Nearest Cross Street: 0.8 miles

Applicant: Lyon Capital Ventures Telephone: (449) 838-1244

Address: 4901 Birch Street

City: Newport Beach, CA 92660

Occupancy (Use of Building): Apartments Sprinklered Yes  No

Type of Construction: Type S, I have rating

Square Footage: Total of 98,309 sq ft for 5 Buildings Number of Stories: 3

Present Zoning: SP

[Signature]  
Applicant's Signature

10.7.09  
Date

**PART II-A INFORMATION ON FIRE FLOW AVAILABILITY**  
(To be completed by Water Purveyor)

Location fire hydrant at the cul-de-sac of Fiji Way  
 Hydrant Number             
 Distance from Nearest Property Line 150-ft Size of Hydrant 6x4x2 1/2 Size of Water main 10-inch  
 Static PSI 90 Residual PSI 45 Orifice size 2.5" + 4" Pitot 25 ± 15 psi  
 Fire Flow at 20 PSI 3528 Duration 3 hr Flow Test Date / Time 10-13-09 9am

Location fire hydrant south west of cul-de-sac in the Coast Guard parking area  
 Hydrant Number             
 Distance from Nearest Property Line 0-ft Size of Hydrant 6x4x2 1/2 Size of Water main 6-inch  
 Static PSI 90 Residual PSI 72 Orifice size 2.5" Pitot 40 psi  
 Fire Flow at 20 PSI 2457 gpm Duration 3hr Flow Test Date / Time 10-13-09 9am

Location fire hydrant at the southwest corner of the Villa Venetia building  
 Hydrant Number             
 Distance from Nearest Property Line 0-ft Size of Hydrant 6x4x2 1/2 Size of Water main 6-inch  
 Static PSI 90 Residual PSI 72 Orifice size 2.5" Pitot 40 psi  
 Fire Flow at 20 PSI 2457 gpm Duration 3hr Flow Test Date / Time 10-13-09 9am

**PART II-B SPRINKLERED BUILDINGS/PRIVATE FIRE HYDRANTS ONLY**

Detector Location (check one)  Above Grade  Below Grade  Either  
 Backflow Protection Required (Fire Sprinklers/Private Hydrant) (check one)  Yes  No  
 Minimum Type of Protection Required (check one)  Single Check Detector Assembly  
 Double Check Detector Assembly  Reduced Pressure Principle Detector Assembly

Los Angeles County Waterworks Districts  
 Water Purveyor  
10-15-09  
 Date

[Signature]  
 Signature  
Associate Civil Engineer  
 Title

**This Information is Considered Valid for Twelve Months**

Fire Department approval of building plans shall be required prior to the issuance of a Building Permit by the jurisdictional Building Department. Any deficiencies in water systems will need to be resolved by the Fire Prevention Division only prior to this department's approval of building plans.

ATTACHMENT 6 (Pg 1 of 1)

Project: Villa Venetia 1LYO010100

Date: March 1, 2010

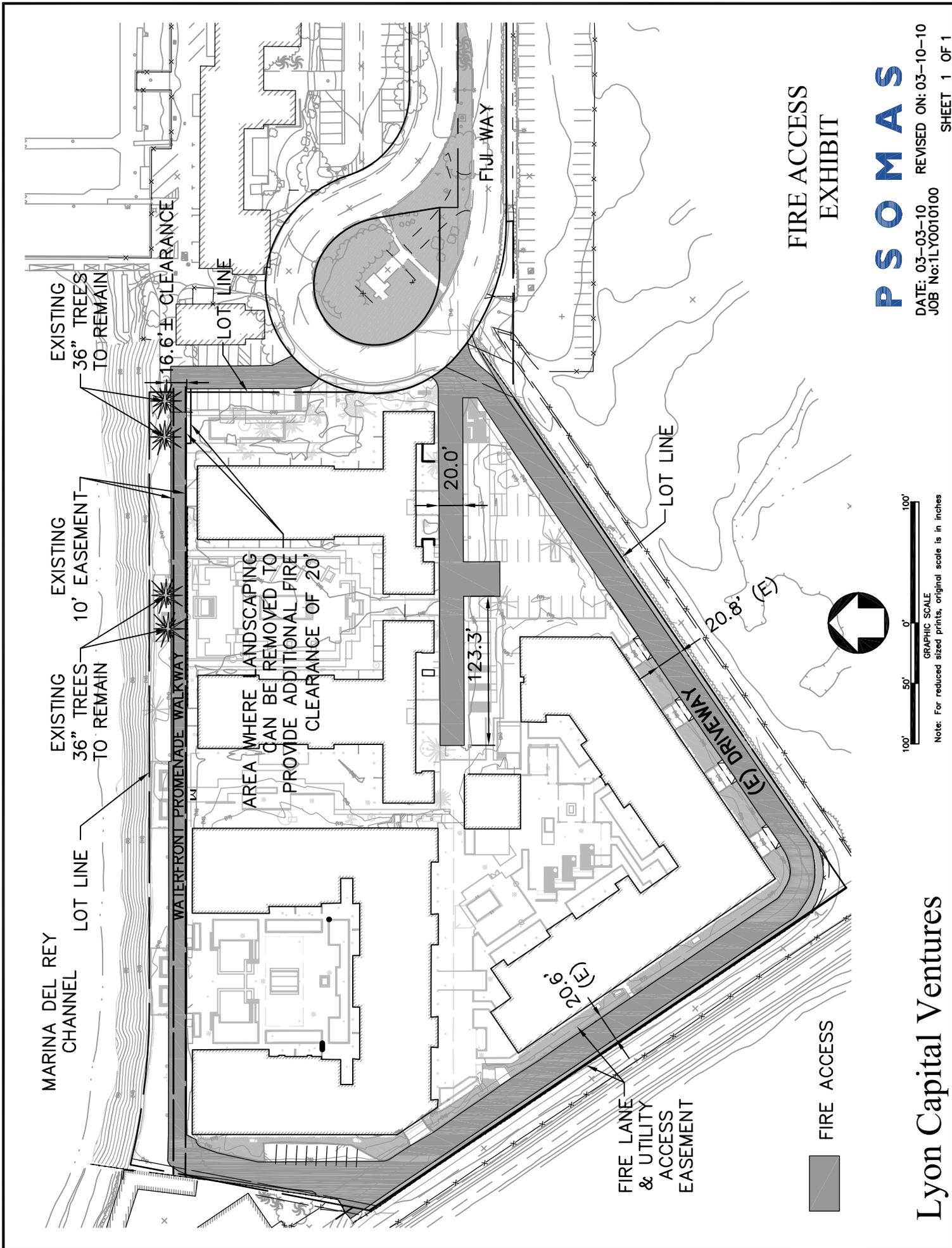
Memo to file:

This morning I spoke via the phone with Inspector Juan Padilla, Fire Prevention Division, Land Development Unit, Los Angeles County Fire Department, 323-890-4243 regarding the required fire flow and fire access for the proposed renovation of the existing apartment complex at 13900 Fiji Way, Marina Del Rey.

He said that the existing fire flow of 3,500 psi would be acceptable to his department to serve the renovated apartment complex. He said that the existing fire access around the project will be acceptable also with the one exception that the width of the fire lane along the waterfront, which is now only about 17 feet wide next to an existing tree, will have to be increased to 20' wide.

Inspector Padilla stated that his department would not issue a written set of conditions of approval until plans are submitted to the department for review and approval.

End of Memo.



FIRE ACCESS EXHIBIT

PSOMAS

DATE: 03-03-10 REVISED ON: 03-10-10  
JOB No: 1LY0010100 SHEET 1 OF 1

Lyon Capital Ventures



March 8, 2010

**LYON APARTMENT COMMUNITIES**

4901 Birch St.  
Irvine, Calif. 92660  
Attn.: Bill McKibbin

Re: **Villa Venetia Apts. - Marina Del Rey, Ca.**  
Project No. 1002

Dear Bill,

As requested, I have evaluated the impact of the proposed renovation on the estimated domestic water use for the project. Based on the current design, clotheswashers are being added to each of the living units and the central laundries are being removed. In addition, there are a number of bar sinks being removed from the living units in buildings U & V. Based on the Uniform Plumbing Code and adjusted values for current water conserving fixtures the water demand calculates as follows:

Existing demand = 3,248 fixture units = 460 gallons per minute peak demand

New demand = 2,948 fixture units = 430 gallons per minute peak demand

Based on the above, the overall water usage should be less after the renovation than with the current demands. In addition, the sewage generation should also see a reduction based on the reduced water usage. If you need any additional information please contact my office.

Sincerely,



Jack M. Rexroat  
Tryco Consulting, Inc.



## Filterra® Overview

### Stormwater Bioretention Filtration System



Save valuable space with small footprint for urban sites

Improve BMP aesthetics with attractive trees or shrubs

Reduce lifetime cost with safer and less expensive maintenance

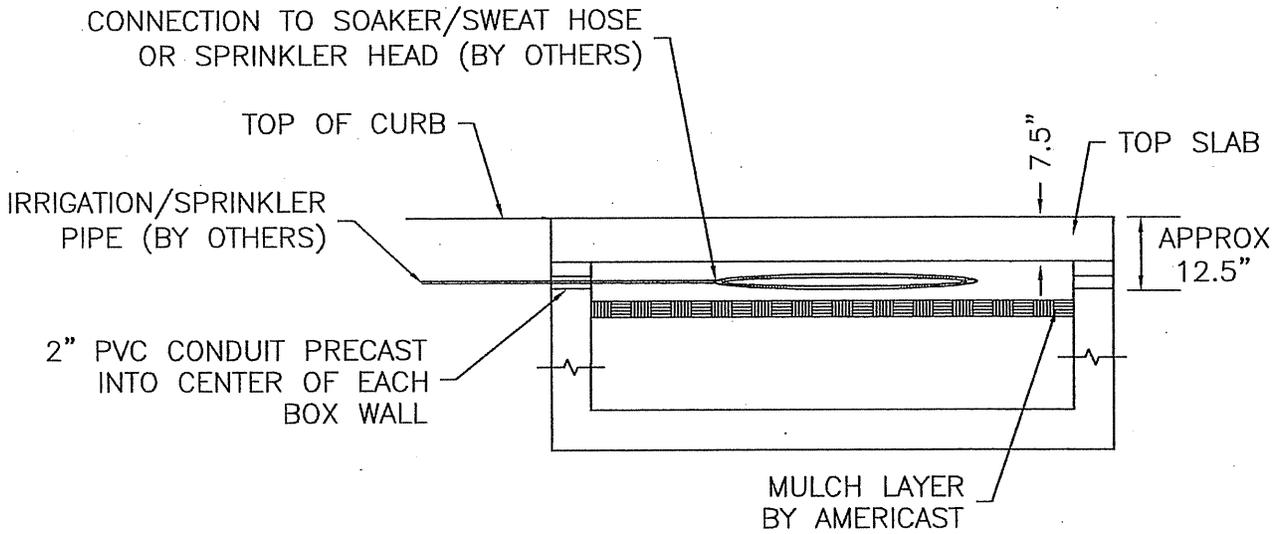
Remove Pollutants and Comply with NPDES

Filterra® is well-suited for the ultra-urban environment with high removal efficiencies for many pollutants such as petroleum, heavy metals, phosphorus, nitrogen, TSS and bacteria. Filterra® is similar in concept to bioretention in its function and applications, with the major distinction that Filterra® has been optimized for high volume/flow treatment and high pollutant removal. It takes up little space (often 0.2% Filter Surface Area/Drainage Area) and may be used on highly developed sites such as landscaped areas, green space, parking lots and streetscapes. Filterra® is exceedingly adaptable and is the urban solution for Low Impact Development.

Stormwater flows through a specially designed filter media mixture contained in a landscaped concrete container. The filter media captures and immobilizes pollutants; those pollutants are then decomposed, volatilized and incorporated into the biomass of the Filterra® system's micro/macro fauna and flora. Stormwater runoff flows through the media and into an underdrain system at the bottom of the container, where the treated water is discharged. Higher flows bypass the Filterra® via a downstream inlet structure, curb cut or other appropriate relief.

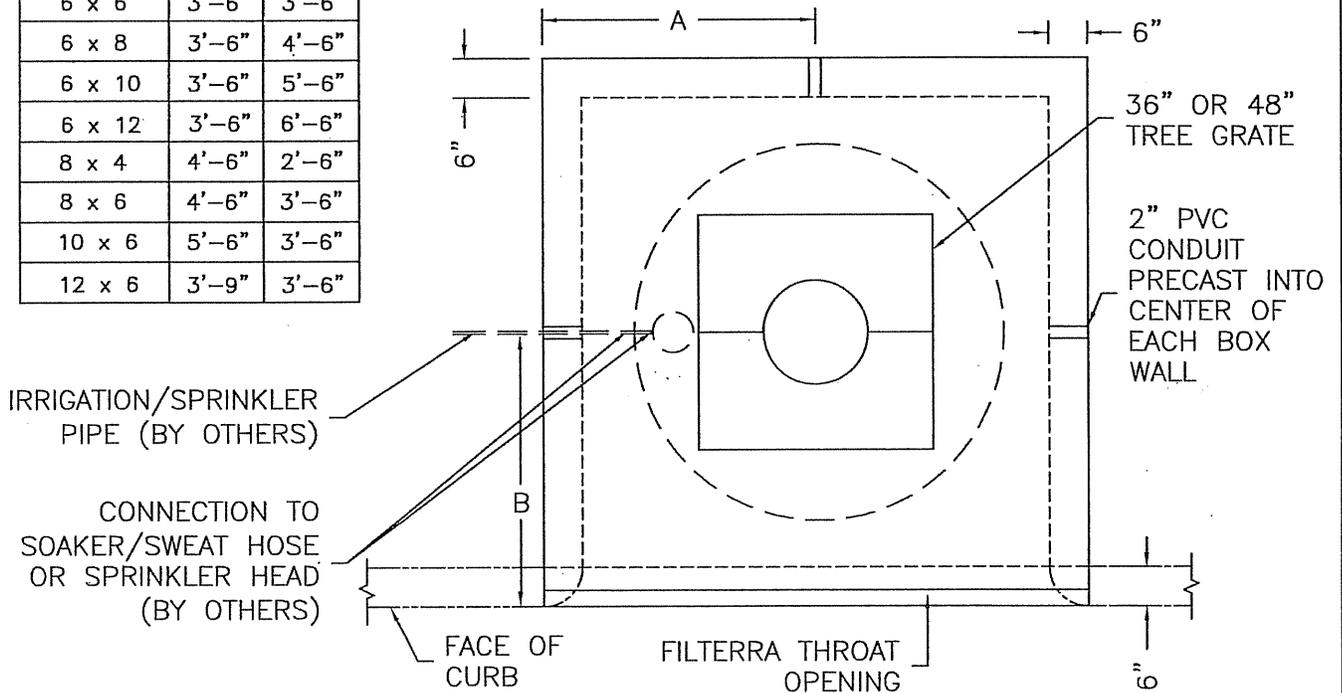
Expected Average Pollutant Removal Rates  
(Ranges Varying with Particle Size, Pollutant Loading and Site Conditions)

TSS Removal	85%
Phosphorous Removal	60% - 70%
Nitrogen Removal	43%
Heavy Metal Removal	33% - 82%
Predicted Oil & Grease	> 85%



ELEVATION VIEW

UNIT SIZE	A	B
4 x 4	2'-6"	2'-6"
4 x 6.5	2'-6"	3'-9"
4 x 8	2'-6"	4'-6"
6.5 x 4	3'-9"	2'-6"
6 x 6	3'-6"	3'-6"
6 x 8	3'-6"	4'-6"
6 x 10	3'-6"	5'-6"
6 x 12	3'-6"	6'-6"
8 x 4	4'-6"	2'-6"
8 x 6	4'-6"	3'-6"
10 x 6	5'-6"	3'-6"
12 x 6	3'-9"	3'-6"



PLAN VIEW

MODIFICATIONS OF DRAWINGS ARE ONLY PERMITTED BY WRITTEN AUTHORIZATION FROM FILTERRA

DRAWING AVAILABLE IN TIF FILE FORMAT.



Copyright © 2007 by Americast

DATE: 03-17-09

DWG: WZ FTIRR-3

**FILTERRA® IRRIGATION  
PLANNING LAYOUT  
WESTERN ZONE**



**filterra®**

US PAT 6,277,274  
AND 6,569,321

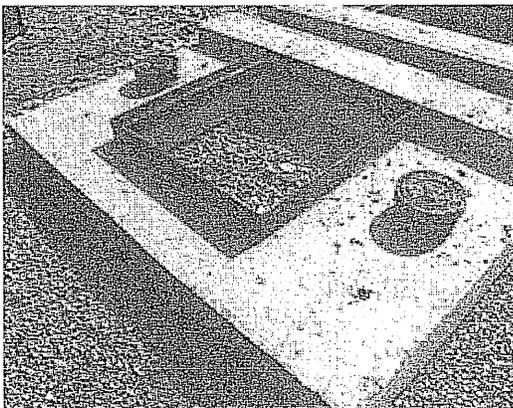
## Filterra® Modified Options: Recessed Tops



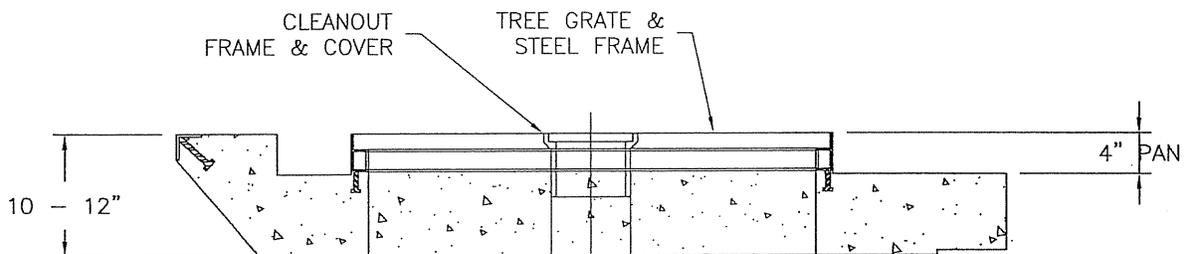
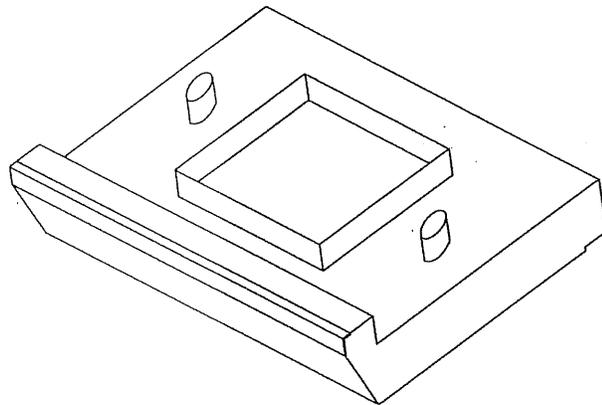
Modified recessed top with mulch

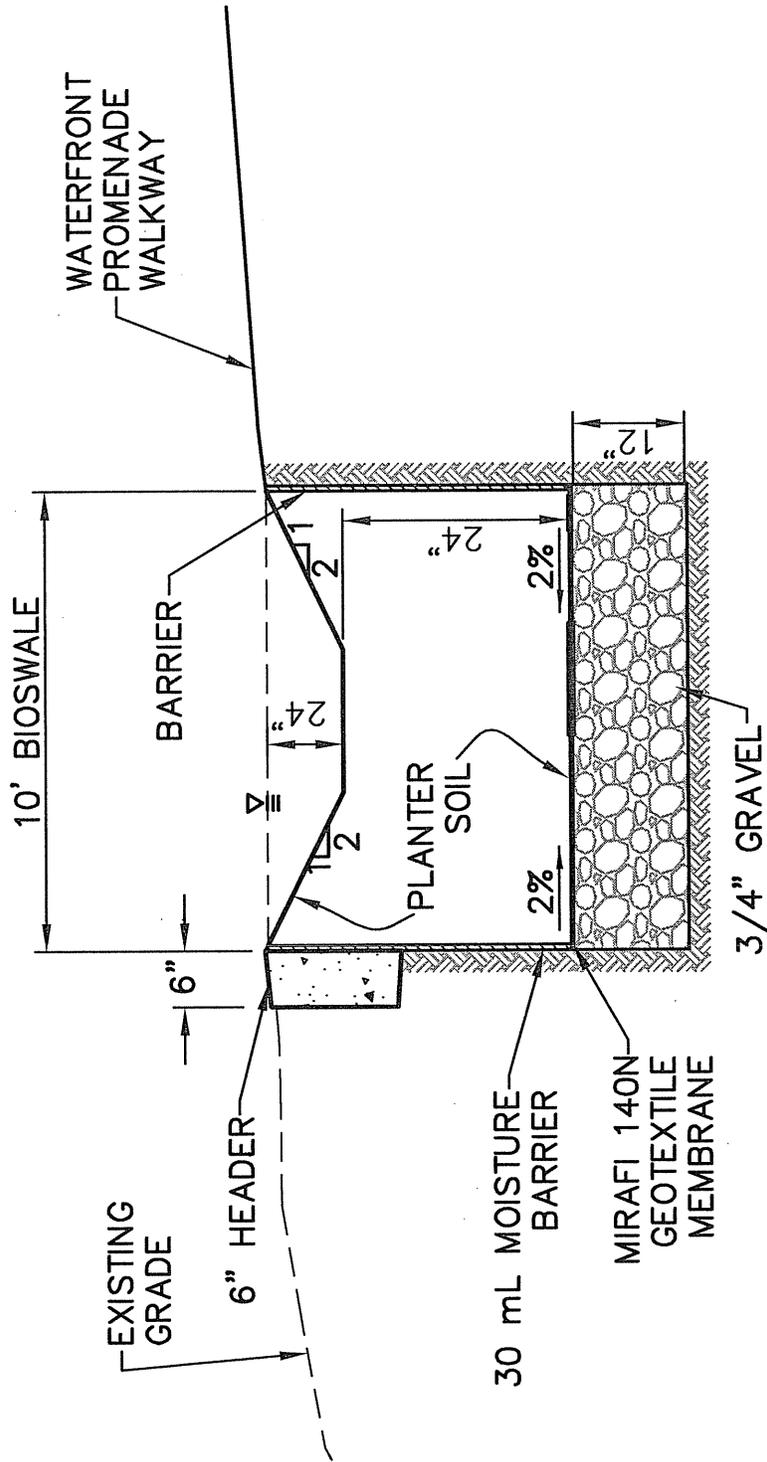
Filterra® modified recessed tops allow a seamless integration using pavers, mulch or sod.

NOTE: Modified recessed tops increase the depth of the Filterra® invert out.



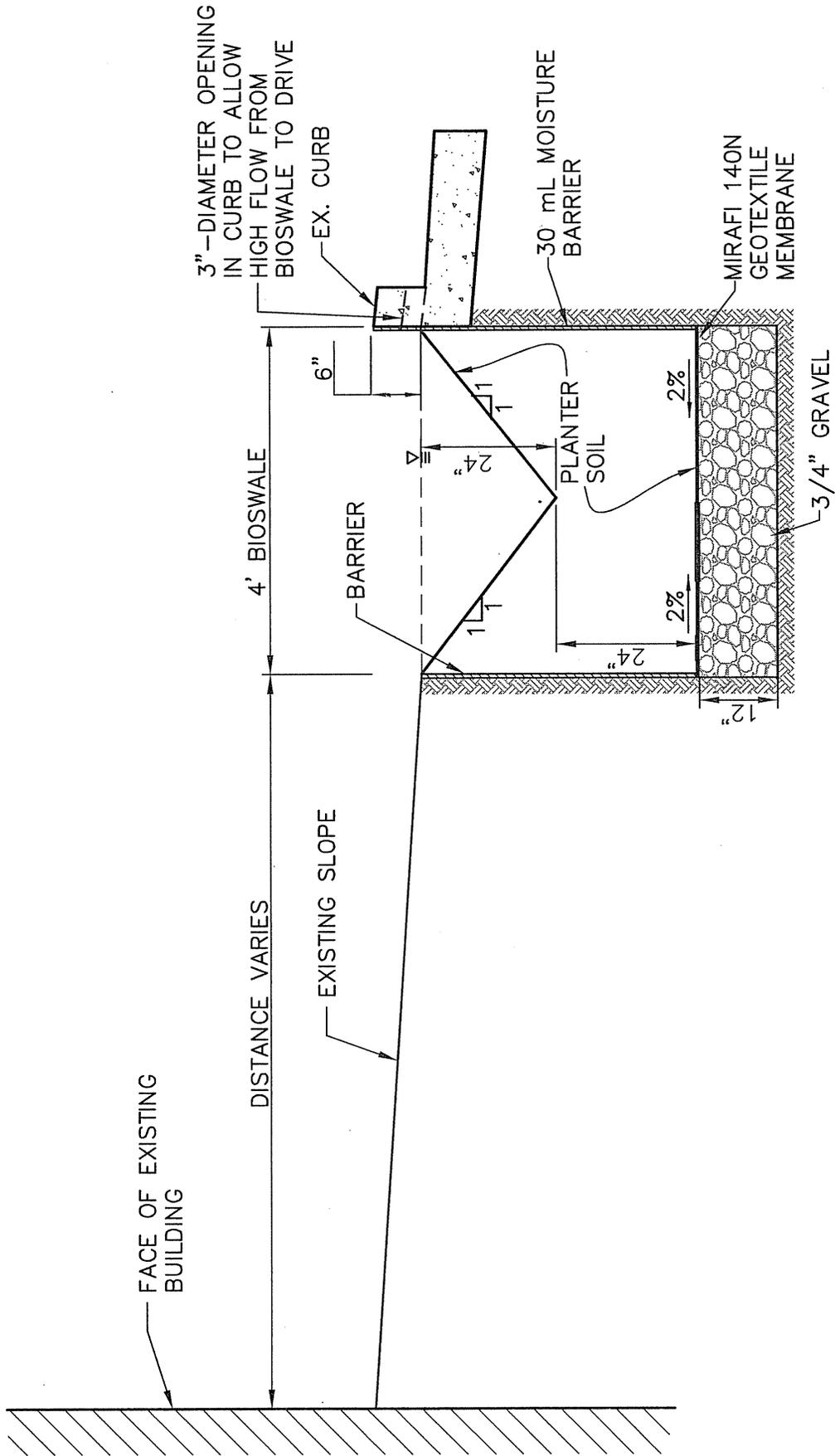
Modified recessed top prior to shipping





1 BIOSWALE DETAIL  
SCALE: NTS

ADJACENT TO WATERFRONT



**2** BIOSWALE DETAIL  
SCALE: NTS

ADJACENT TO BUILDING STRUCTURES

# **APPENDIX “E”**



California Nevada Colorado Maryland

March 15, 2010

**Subject:** Energy Saving Before and After Rehabilitation

**Rehabilitation Project:** Villa Venetia Apartments  
13900-13912 Fuji Way  
Marina Del Rey, California

To Whom It May Concern:

The Villa Venetia Apartments project is located in the Climate Zone 6 listed in the California Title 24 Joint Appendices. In the city of Marina Del Rey, the design cooling dry bulb 1% is 83°F during Summer time and the design heating dry bulb for Winter Median of extremes is at 38°F.

The Villa Venetia Apartments project shall be replacing all the existing single metal framed windows and patio doors with the new double panes vinyl framed low-e windows and patio doors. Roof insulation will be upgraded to R-30 from R-19. Wall insulation will be added to a minimum of R-13.

LDI Mechanical, Inc. has performed the load calculation and the energy usages for each individual unit before and after all the Glazing improvement. Below is one of the calculations:

**UNIT D: Before the Glazing Improvement:** See attached chart in the proposed design-Space Heating

Energy use summary (Heating only) = 26.8 [kbtu/Sqft-year]\*[1,000btu/Kbtu]\*[692 sq-ft]

This unit alone would consume on the average of 18,545,600 Btu annually just for heating

**UNIT D: After the Glazing Improvement:** See attached chart in the proposed design-Space Heating

Energy use summary (Heating only) = 5.60 [kbtu/Sqft-year]\*[1,000btu/Kbtu]\*[692 sq-ft]

This unit alone would consume on the average of 3,875,200 Btu annually just for heating

Energy Saving on 1 unit D would be: 18,545,600 Btu annually - 3,875,200 Btu annually = 14,670,400 Btu annually. It equates to 14,670 Kbtu/year.

With all the improvements to the building envelope from replacing all new Low-e Windows, Low-e Glass doors to adding more insulation to roof & wall in this project, we are consuming approximately 36% less energy each year. The calculation is similar for all other units in this project.

Should you have any further questions, please do not hesitate to contact me.

Regards,

**Chinh Nguyen**  
Project Manager  
1587 Bentley Dr.  
Corona, CA 92879  
951-340-9685 (Direct)  
951-340-9688 (Facsimile)  
<http://www.ldimechanical.com>

**PERFORMANCE CERTIFICATE OF COMPLIANCE** (Part 2 of 3) **PERF-1C**

Project Name: *Villa Venetia Apts/Unit D AFTER* Date: 3/9/2010

**ANNUAL TDV ENERGY USE SUMMARY (kBtu/sqft-yr)**

Energy Component	Standard Design	Proposed Design	Compliance Margin
Space Heating	3.33	5.60	-2.27

<b>PERFORMANCE CERTIFICATE OF COMPLIANCE</b>		(Part 2 of 3)	<b>PERF-1C</b>
Project Name <i>Villa Venetia Apts/Unit D BEFORE</i>			Date 3/9/2010
<b>ANNUAL TDV ENERGY USE SUMMARY (kBtu/sqft-yr)</b>			
Energy Component	<b>Standard Design</b>	<b>Proposed Design</b>	<b>Compliance Margin</b>
Space Heating	6.55	26.80	-20.26

# **APPENDIX “F”**

July 7, 2009

**Analysis of Proposed Electrical System**  
**Villa Venetia**  
13900 Fiji Way  
Marina del Rey, California

### **1. Introduction**

The purpose of this document is to validate the assertion on reduction in energy consumption and to quantify the quantity of proposed lighting for the referenced project. This is to show that there will be no increase in the consumption of electricity, and that the project will be more energy efficient than the existing installation. This will be done by reviewing the new apartment unit electrical load calculations versus the existing calculated loads (based upon the "as-built" drawings), and by comparing common area lighting systems.

### **2. Unit Electrical Load Calculations**

The unit electrical load calculations have been made for the new units. The new units will incorporate new, energy efficient appliances, such as electric ranges, electric ovens, dishwashers, disposals, as well as Title 24 compliant air conditioning systems. The existing apartments had electric strip heating, electric water heating and inefficient appliances.

The new electrical load calculations are attached. Below the new calculated load, we indicate the existing calculated load based upon the existing, "as-built" drawings. These calculations show a decrease in calculated load from 6 to 18 percent, with an average decrease of 12 percent.

Due to the diversity in the usage of the load, this does not translate directly into energy savings by itself. However, the elimination of strip heating, and the addition of energy efficient appliances, will insure the overall electrical usage will be less.

### **3. Common Area Lighting**

The existing common area lighting systems are as follows: Corridors are illuminated by recessed, incandescent downlight fixtures with lenses, and the garages are illuminated by strip fluorescent fixtures utilizing inefficient, 40-watt, T-12 lamps. The new corridor lighting system will consist of recessed, compact fluorescent downlights and compact fluorescent wall sconces. The new garage lighting will consist of energy efficient, strip fluorescent fixtures utilizing electronic ballasts and 32-watt, T-8 lamps. The difference in connected loads between the two systems is approximately 21.5kW, which will result in annual savings of 188,875 kWh (see calculation below).

Site and Landscape lighting will be designed utilizing compact fluorescent lamps, electronic ballasts, linear fluorescent lamps and EISA legislation compliant, metal halide lamps. Again, this will provide an energy efficient site and landscape lighting system keeping the project well below previous electrical consumption levels.

#### 4. Conclusions

Based upon these calculations, we conclude that the installation of new kitchen appliances which are more energy efficient than the existing appliances will decrease electrical power consumption. We further conclude that the use of these appliances, and the use of low energy consuming lighting, the project will have a positive impact to energy supplies and will not place an increased demand on local electrical utilities.

#### Common Area Lighting Calculations

24 Hours per day operation:

##### Connected Loads

Total wattage of existing garage lighting	23,331 Watts
Total wattage of existing corridor lighting	32,940 Watts
Total wattage of existing systems	56,271 Watts
Total wattage of new garage lighting	19,440 Watts
Total wattage of new corridor lighting	15,270 Watts
Total wattage of new systems	37,710 Watts
<b>The difference in connected load</b>	<b>(21,561 Watts)</b>

##### Energy Use Savings

Total savings = (21,561 watts) x (365.25 days / year) x (24 hours / day)

**Total Energy Savings Annually**                      **188,875 kW-hours**

MRC Engineering, Inc.

Randall V. Moss, P.E.  
President

UNIT AREA = 415 SQUARE FEET

GENERAL LOADS:

415 SQUARE FEET	AT	3 W./SQ.FT. =	1,245 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 24,395 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	5,758 WATTS

GENERAL LOAD TOTAL = 15,758 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	416 W. EA. =	416 WATTS
1 CONDENSING UNIT CIRCUIT	AT	2,500 W. EA. =	2,500 WATTS

MECHANICAL LOAD SUBTOTAL: 2,916 WATTS

MECHANICAL LOAD TOTAL

2,916 WATTS

UNIT TOTAL LOAD

18,674 WATTS @ 120/240V, 1PH. 3W.

18,674 WATTS

= 77.8 AMPS

EXISTING CALCULATED LOAD = 90 AMPS

LOAD CALCULATION UNIT TYPE "A"

UNIT AREA =

934 SQUARE FEET

GENERAL LOADS:

934 SQUARE FEET	AT	3 W./SQ.FT. =	2,802 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 25,952 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,381 WATTS

MECHANICAL LOAD GENERAL LOAD TOTAL = 16,381 WATTS

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	3,500 W. EA. =	3,500 WATTS

MECHANICAL LOAD SUBTOTAL: 4,124 WATTS

MECHANICAL LOAD TOTAL 4,124 WATTS

UNIT TOTAL LOAD = 20,505 WATTS

20,505 WATTS @ 120/240V., 1PH. 3W. = 85.4 AMPS

EXISTING CALCULATED LOAD = 92.5 AMPS

LOAD CALCULATION UNIT TYPE "B"

UNIT AREA =

940 SQUARE FEET

GENERAL LOADS:

960 SQUARE FEET	AT	3 W./SQ.FT. =	2,880 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 26,030 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,412 WATTS

MECHANICAL LOAD GENERAL LOAD TOTAL = 16,412 WATTS

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	3,500 W. EA. =	3,500 WATTS

MECHANICAL LOAD SUBTOTAL: 4,124 WATTS

MECHANICAL LOAD TOTAL 4,124 WATTS

UNIT TOTAL LOAD = 20,536 WATTS

20,536 WATTS @ 120/240V., 1PH. 3W. = 85.6 AMPS

EXISTING CALCULATED LOAD = 90.8 AMPS

LOAD CALCULATION UNIT TYPE "C"

UNIT AREA =

976 SQUARE FEET

GENERAL LOADS:

976 SQUARE FEET	AT	3 W./SQ.FT. =	2,928 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 26,078 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,431 WATTS

GENERAL LOAD TOTAL = 16,431 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	3,500 W. EA. =	3,500 WATTS

MECHANICAL LOAD SUBTOTAL:

4,124 WATTS

MECHANICAL LOAD TOTAL

4,124 WATTS

UNIT TOTAL LOAD

20,555 WATTS

@ 120/240V., 1PH. 3W.

= 85.6 AMPS

*EXISTING CALCULATED LOAD = 94.7 AMPS*

LOAD CALCULATION UNIT TYPE "D"

UNIT AREA =

1,082 SQUARE FEET

GENERAL LOADS:

1,082 SQUARE FEET	AT	3 W./SQ. FT. =	3,246 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 26,396 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,558 WATTS

MECHANICAL LOAD GENERAL LOAD TOTAL = 16,558 WATTS

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	3,500 W. EA. =	3,500 WATTS

MECHANICAL LOAD SUBTOTAL: 4,124 WATTS

MECHANICAL LOAD TOTAL 4,124 WATTS

UNIT TOTAL LOAD = 20,682 WATTS

20,682 WATTS @ 120/240V, 1PH. 3W. = 86.2 AMPS

EXISTING CALCULATED LOAD = 95.3 AMPS

LOAD CALCULATION UNIT TYPE "E"

UNIT AREA =	1,221 SQUARE FEET		
GENERAL LOADS:			
1,221 SQUARE FEET	AT	3 W./SQ.FT. =	3,663 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS
		GENERAL LOAD SUBTOTAL =	26,813 WATTS
FIRST 10,000 WATTS	AT	100 % =	10,000 WATTS
REMAINDER	AT	40 % =	6,725 WATTS
		GENERAL LOAD TOTAL =	16,725 WATTS
MECHANICAL LOAD			
1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS
		MECHANICAL LOAD SUBTOTAL:	5,074 WATTS
MECHANICAL LOAD TOTAL			5,074 WATTS
		UNIT TOTAL LOAD	21,799 WATTS
		21,799 WATTS @ 120/240V., 1PH. 3W.	90.8 AMPS
			=
			EXISTING CALCULATED LOAD = 100.4 AMPS

**LOAD CALCULATION UNIT TYPE "F"**

UNIT AREA = 1,221 SQUARE FEET

GENERAL LOADS:

1,221 SQUARE FEET	AT	3 W./SQ.FT. =	3,663 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 26,813 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,725 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS

MECHANICAL LOAD SUBTOTAL: 5,074 WATTS

MECHANICAL LOAD TOTAL 5,074 WATTS

UNIT TOTAL LOAD 21,799 WATTS  
21,799 WATTS @ 120/240V, 1PH, 3W. = 90.8 AMPS

EXISTING CALCULATED LOAD = 101 AMPS

LOAD CALCULATION UNIT TYPE "G"

UNIT AREA = 1,339 SQUARE FEET

GENERAL LOADS:

1,339 SQUARE FEET	AT	3 W./SQ.FT. =	4,017 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 27,167 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,867 WATTS

GENERAL LOAD TOTAL = 16,867 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS

MECHANICAL LOAD SUBTOTAL: 5,074 WATTS

MECHANICAL LOAD TOTAL

5,074 WATTS

UNIT TOTAL LOAD  
21,941 WATTS @ 120/240V., 1PH. 3W. = 21,941 WATTS  
91.4 AMPS

*EXISTING CALCULATED LOAD = 110 AMPS*

LOAD CALCULATION UNIT TYPE "H"

UNIT AREA = 1,329 SQUARE FEET

GENERAL LOADS:

1,329 SQUARE FEET	AT	3 W./SQ.FT. =	3,987 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 27,157 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,855 WATTS

MECHANICAL LOAD GENERAL LOAD TOTAL = 16,855 WATTS

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS

MECHANICAL LOAD SUBTOTAL: 5,074 WATTS

MECHANICAL LOAD TOTAL 5,074 WATTS

UNIT TOTAL LOAD 21,929 WATTS  
21,929 WATTS @ 120/240V., 1PH. 3W. = 91.4 AMPS

*EXISTING CALCULATED LOAD = 104.2 AMPS*

LOAD CALCULATION UNIT TYPE "J"

UNIT AREA = 1,480 SQUARE FEET

GENERAL LOADS:

1,480 SQUARE FEET	AT	3 W./SQ.FT. =	4,440 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 27,590 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	7,036 WATTS

GENERAL LOAD TOTAL = 17,036 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS

MECHANICAL LOAD SUBTOTAL: 5,074 WATTS

MECHANICAL LOAD TOTAL

5,074 WATTS

UNIT TOTAL LOAD = 22,110 WATTS  
22,110 WATTS @ 120/240V, 1PH. 3W. = 92.1 AMPS

*EXISTING CALCULATED LOAD = 104.6 AMPS*

LOAD CALCULATION UNIT TYPE "K"

UNIT AREA = 1,379 SQUARE FEET

GENERAL LOADS:

1,379 SQUARE FEET	AT	3 W./SQ.FT. =	4,137 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 27,287 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,915 WATTS

MECHANICAL LOAD GENERAL LOAD TOTAL = 16,915 WATTS

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS

MECHANICAL LOAD SUBTOTAL: 5,074 WATTS

MECHANICAL LOAD TOTAL 5,074 WATTS

UNIT TOTAL LOAD = 21,989 WATTS  
21,989 WATTS @ 120/240V., 1PH. 3W. = 91.6 AMPS

*EXISTING CALCULATED LOAD = 103.9 AMPS*

LOAD CALCULATION UNIT TYPE "L"

UNIT AREA = 1,291 SQUARE FEET

GENERAL LOADS:

1,291 SQUARE FEET	AT	3 W./SQ.FT. =	3,873 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 27,023 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	6,809 WATTS

GENERAL LOAD TOTAL = 16,809 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	624 W. EA. =	624 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,450 W. EA. =	4,450 WATTS

MECHANICAL LOAD SUBTOTAL: 5,074 WATTS

MECHANICAL LOAD TOTAL

5,074 WATTS

UNIT TOTAL LOAD = 21,883 WATTS  
 21,883 WATTS @ 120/240V., 1PH. 3W. = 91.2 AMPS

*EXISTING CALCULATED LOAD = 101.1 AMPS*

LOAD CALCULATION UNIT TYPE "M"

UNIT AREA = 1,716 SQUARE FEET

GENERAL LOADS:

1,716 SQUARE FEET	AT	3 W./SQ.FT. =	5,148 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 28,298 WATTS

FIRST 10,000 WATTS	AT	100 %	=	10,000 WATTS
REMAINDER	AT	40 %	=	7,319 WATTS

GENERAL LOAD TOTAL = 17,319 WATTS

MECHANICAL LOAD

1 FORCED AIR UNIT CIRCUIT	AT	832 W. EA. =	832 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,514 W. EA. =	4,514 WATTS

MECHANICAL LOAD SUBTOTAL:

5,346 WATTS

MECHANICAL LOAD TOTAL

5,346 WATTS

UNIT TOTAL LOAD = 22,665 WATTS  
22,665 WATTS @ 120/240V, 1PH, 3W. = 94.4 AMPS

*EXISTING CALCULATED LOAD = 113.7 AMPS.*

LOAD CALCULATION UNIT TYPE "N"

UNIT AREA =	1,642 SQUARE FEET			
GENERAL LOADS:	1,642 SQUARE FEET	AT	3 W./SQ.FT. =	4,926 WATTS
	2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
	1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
	1 DISPOSAL	AT	900 W. EA. =	900 WATTS
	1 MICROWAVE	AT	950 W. EA. =	950 WATTS
	1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
	1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
	1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS
			GENERAL LOAD SUBTOTAL =	28,076 WATTS
	FIRST 10,000 WATTS	AT	100 % =	10,000 WATTS
	REMAINDER	AT	40 % =	7,230 WATTS
			GENERAL LOAD TOTAL =	17,230 WATTS
MECHANICAL LOAD				
	1 FORCED AIR UNIT CIRCUIT	AT	832 W. EA. =	832 WATTS
	1 CONDENSING UNIT CIRCUIT	AT	4,514 W. EA. =	4,514 WATTS
			MECHANICAL LOAD SUBTOTAL:	5,346 WATTS
MECHANICAL LOAD TOTAL				5,346 WATTS
			UNIT TOTAL LOAD	22,576 WATTS
			22,576 WATTS @ 120/240V., 1PH. 3W.	= 94.1 AMPS
				<i>EXISTING CALCULATED LOAD - 108.6A</i>
<b>LOAD CALCULATION UNIT TYPE "P"</b>				

UNIT AREA = 1,580 SQUARE FEET

GENERAL LOADS:

1,580 SQUARE FEET	AT	3 W./SQ.FT. =	4,740 WATTS
2 SMALL APPLIANCE CIRCUIT	AT	1,500 W. EA. =	3,000 WATTS
1 DISHWASHER CIRCUIT	AT	1,200 W. EA. =	1,200 WATTS
1 DISPOSAL	AT	900 W. EA. =	900 WATTS
1 MICROWAVE	AT	950 W. EA. =	950 WATTS
1 WASHER / DRYER	AT	5,000 W. EA. =	5,000 WATTS
1 RANGE TOP	AT	7,600 W. EA. =	7,600 WATTS
1 SLIDE IN OVEN	AT	4,500 W. EA. =	4,500 WATTS

GENERAL LOAD SUBTOTAL = 27,890 WATTS

FIRST 10,000 WATTS	AT	100 %	10,000 WATTS
REMAINDER	AT	40 %	7,156 WATTS

MECHANICAL LOAD GENERAL LOAD TOTAL = 17,156 WATTS

1 FORCED AIR UNIT CIRCUIT	AT	832 W. EA. =	832 WATTS
1 CONDENSING UNIT CIRCUIT	AT	4,514 W. EA. =	4,514 WATTS

MECHANICAL LOAD SUBTOTAL: 5,346 WATTS

MECHANICAL LOAD TOTAL

5,346 WATTS

UNIT TOTAL LOAD  
22,502 WATTS @ 120/240V., 1PH. 3W. = 22,502 WATTS  
93.8 AMPS

*EXISTING CALCULATED LOAD = 113.2 AMPS*

LOAD CALCULATION UNIT TYPE "R"

# **APPENDIX “G”**



*To enrich lives through effective and caring service*



**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

March 25, 2010

Peter D. Zak  
Vice President, Development  
Lyon Realty Advisors  
4901 Birch Street  
Newport Beach, CA 92660

Dear Mr. Zak:

**CONFIRMATION OF CONSTRUCTION PARKING – PARCEL 64**

This letter is being sent as a notification of the Department of Beaches and Harbors intent to accommodate the construction worker parking needed during your planned construction period for the rehab of the Villa Venetia Apartment Project on Parcel 64.

Per our communication with the Department of Regional planning, we suggested the following options to accommodate your requirements for off-site parking.

<b>Parking Lot</b>	<b>Location</b>	<b>Parking Spaces</b>
UR	Admiralty/Bali	220
53	Fiji Way	20
Parcel 49M	Admiralty/Mindanao	124
Parcel 150	Lincoln/Admiralty	50

Since our submission to the Department of Regional Planning, the master-lessee for parcel 53 has completed a sublease agreement for Parcel 53 and we do not consider that location an option at this time. You should focus your efforts on the three County-controlled parcels (UR, 49M, and 150) at this time.

Based on our communication with the Department of Regional Planning, we are prepared to notify the Department of Regional planning that the parking locations as outlined above (UR, 49M, and 150) are acceptable to us under terms to be finalized upon your request for use of one or more of the locations.

If conditioned in the environmental finding following public review and comments, we will then negotiate in good faith for reasonable terms to accommodate your parking requirements at any of the three sites outlined above.

Please call me at (310) 305-1439 if you have any questions.

Very truly yours,

SANTOS KREIMMAN, DIRECTOR

A handwritten signature in black ink, appearing to read 'Matthew Kot', with a horizontal line extending to the right.

Matthew Kot  
Lease Specialist

ccopy: Gary Jones  
Paul Wong

# **APPENDIX “H”**

March 23, 2010

Mr. Peter D. Zak  
Vice President, Development  
Lyon Realty Advisors  
4901 Birch Street  
Newport Beach, California 92660

Subject: Villa Venetia Apartments Renovation, Marina Del Rey, California

Dear Pete:

Pursuant to your request, we have conducted an evaluation of the traffic and circulation characteristics of the proposed renovation project to address the Initial Study questions related to Traffic and Access. The following is a summary of the methodology we used for conducting our analysis and our findings.

### **General Findings**

The proposed project consists of renovations to an existing 224-unit apartment project which is currently open and occupied. Therefore, the before and after trip generating characteristics of the project will be the same. Upon completion of the renovations the project will not be generating any more trips than it currently generates. Additionally, any traffic associated with the construction activity during the renovation project will be off set by the fact that the units being improved will be vacant. Additionally, construction traffic will be temporary in nature and usually occurs outside the daily peak periods.

### **Does the project contain 25 dwelling units or more and is it located in an area with known congestion problems (roadways and intersections)?**

No. The project will not add any dwelling units to the site. The proposed project will renovate an existing 224-unit apartment complex which is currently open and occupied. The project is located in the Marina Del Rey Specific Plan area which has an adopted Transportation Improvement Program (TIP) to address the transportation and circulation needs of this area through operational and physical improvements at various locations. The proposed renovation project will not generate any new trips since the total dwelling unit count will remain unchanged and no other trip generating features are being added to the site in conjunction with the proposed renovation project. The project will not adversely impact or interfere with the implementation of the circulation improvements included in the Marina Del Rey TIP. The project will fully comply with any applicable provisions of the TIP as adopted by the County.

Mr. Peter D. Zak  
Page 2  
March 23, 2010

**Will the project result in any hazardous traffic conditions?**

Maybe. Based on our review of the site plan, adequate access is provided for the project and we are not aware of any recurring hazardous conditions on site. Access to the project site is provided by a driveway at the end of Fiji Way. The proposed renovation project will widen the driveway from its existing width of 22 feet to approximately 36 feet and provide enhanced entry and landscaping features at this driveway.

It should be noted any construction activity involving ingress and egress to a project could create temporary hazardous conditions. Therefore, it is recommended that a construction phasing and staging plan be prepared for review and approval by the County to ensure adequate access and traffic control measures are implemented during the construction phase to ensure the safety of the residents and visitors to the site. Furthermore, enhanced way finding signs should be placed on site to direct the residents away from the construction activity areas while providing access to parking garages and other destinations. Additionally, a construction delivery route plan should be developed to minimize any potential conflict between construction related traffic and resident traffic within the project site.

The proposed renovation work does not involve heavy construction equipment using any public roadways in the vicinity of the project. Thus, no unusual traffic conditions are anticipated which would result in hazardous conditions on these roadways.

**Will the project result in parking problems with a subsequent impact on traffic conditions?**

No. Arrangements have been made with the County of Los Angeles to utilize identified existing public parking facilities with excess capacity for temporary use by the construction crew. Additionally by implementing the parking management plan agreed upon with the County to address the construction activities, no adverse traffic impacts will be created by the proposed project. It should be noted that construction related traffic, which is typically generated outside the typical peak hours is a temporary occurrence and not a traffic demand which would cause or justify circulation system mitigations.

**Will inadequate access during an emergency (other than fire hazard) result in problems for emergency vehicles or residents/employees in the area?**

No. The project will always provide adequate access during the renovation work. A construction phasing and staging plan be prepared for review and approval by the County to ensure adequate access and traffic control measures are implemented during the construction phase to ensure the safety of the residents and visitors to the site. This plan will further ensure adequate access will be available at all times for emergency vehicles responding to calls at the project site.

Mr. Peter D. Zak  
Page 3  
March 23, 2010

Upon completion of the renovation work the site access and circulation plan will be returned to existing conditions with enhance entry and landscaping features.

**Will the congestion management program (CMP) Transportation Impact Analysis thresholds of 50 peak hour vehicles added by project traffic to a CMP highway system intersection or 150 peak hour trips added by project traffic to mainline freeway link be exceeded?**

No. The proposed project consists of renovations to an existing 224-unit apartment project which is currently open and occupied. Therefore, the before and after trip generating characteristics of the project will be the same. Upon completion of the renovations the project will not be generating any more trips than it currently generates.

**Will the project conflict with adopted policies, plans, or programs supporting alternative modes of transportation (e.g., bus turnout, bicycle racks)?**

No. The project does not alter any existing or planned improvements on public streets which may support alternatives modes of transportation. Furthermore, the project has an internal circulation system and pedestrian pathways which would support access to adjacent public streets for residents wishing to utilize alternative modes of transportation. Additionally, on-site bicycle racks are provided within the project site.

Please call me if you have any questions regarding our findings, or if you require additional information.

Sincerely,



Peter K. Pirzadeh, P.E.  
Principal

# **APPENDIX “I”**

March 3, 2010  
Project G6604-04

Lyon Apartment Companies  
4901 Birch Street  
Newport Beach, California 92660

Attention: Mr. Bill McKibbin

Subject: **GEOTECHNICAL STUDY REPORT**  
Review of Responses to Items b, d and g  
Of the Mitigated Negative Declaration  
Proposed Villa Venetia Remodeling  
13900 Fiji Way  
Marino Del Rey, California

Reference: Geotechnical Study Report  
Proposed Villa Venetia Development  
Project No.64366, Dated June 14, 2006  
By Kleinfelder, Inc.

Gentlemen:

As per your request, we have reviewed the referenced 250 page report. We reviewed the subsurface exploration from geotechnical reports prepared by R. T. Frankian & Associates for the project site; including:

“Report of Foundation Investigation, Proposed Addition to Villa Venetia, Fiji, Way, Playa Del Rey, California,” prepared by R. T. Frankian & Associates, dated June 11, 1968.

“Report of Geotechnical Investigation, Proposed Villa Venetia Apartment Project, 13900 Fiji Way, Marina Del Rey, California,” prepared by R. T. Frankian & Associates, dated June 12, 1997.

“Report of Geotechnical Investigation, Proposed Villa Venetia Apartment Project, 13900 Fiji Way, Marina Del Rey, California,” prepared by R. T. Frankian & Associates, dated June 23, 2000.



**Field Exploration:**

Also reviewed were the subsurface conditions at the site that were explored by Kleinfelder, Inc. that drilled 7 borings and advanced 8 Cone Penetration Tests (CPTs). The borings were drilled to depths of approximately 81 to 101 feet below the existing ground surface (bgs). The CPTs were advanced to depths of approximately 70 to 100 feet bgs. Also obtained were shear wave velocities from one of the CPTs. In addition to the most recent field exploration program, 13 borings were drilled, 6 CPTs were advanced, and 2 piezometers were installed to depths ranging between approximately 20 to 90 feet bgs by R. T. Frankian & Associates and others as part of past geotechnical studies (R. T. Frankian & Associates, 2000). Copies of the borings and CPT tests by others are also attached.

The purpose of our review was to evaluate and/or verify three items of the geotechnical section of the Mitigated Negative Declaration, specifically Sections b, d and g.

**Section b:**

The project site is on flat level ground and, not being a hillside, is thereby not located in an area containing major landslides. The project site is regarded to not be impacted by a major landslide.

**Section d:**

The project site is subject to potential high subsidence, high ground water level, liquefaction and hydro-consolidation. The proposed remodeling will not change the existing exposure to such potential hazards.

**Section g:**

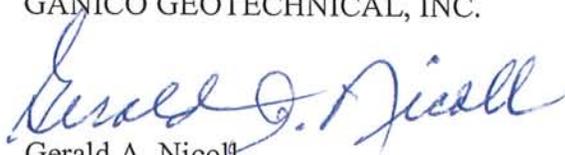
The project site is not located on highly expansive soil. The referenced report data indicates the potential presence of low to moderately expansive alluvial and fill soils. Their presence is not regarded consequential to being the source of any substantial risk to the project residents or the existing structures.

Lyon Apartment Companies  
March 3, 2010  
Project G6604-04  
Page 3

We appreciate the opportunity to be of service. Please contact us if you have questions or if we may be of further service.

Very truly yours,

GANICO GEOTECHNICAL, INC.

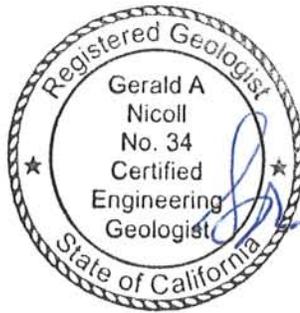


Gerald A. Nicoll  
President, Engineering Geologist  
CEG 34  
(Exp. 12/31/11)



Wallace G. Nelson  
Geotechnical Engineer  
RGE 631  
(Exp. 12/31/11)

GAN/WGN:cw

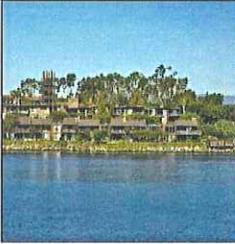
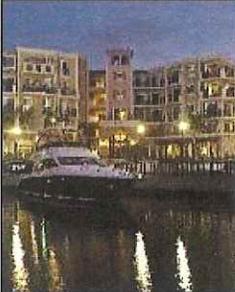


# **APPENDIX “J”**

## Marina del Rey Apartment Availability & Pricing

Prepared by: Hayes Consulting Services

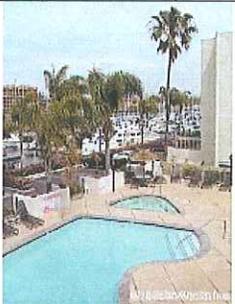
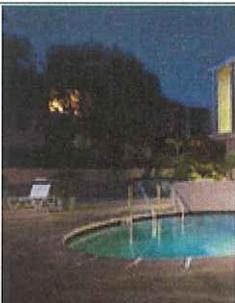
Updated: 06/09/10

Photo	Community & Location	Starting Rents	Current Specials	Current Occupancy/ #Available Units	Building Notes	Views	Website & Amenities / Distance from Villa Venetia
	<b>Villa Venetia</b> 13900 Fiji Way, MDR, CA 90292  (310) 823-4658	1x1 \$1,813 2x2 \$2,125		91%	3 Floors 224 Units Built 1964	Ocean & Sunset	<a href="http://www.LyonVillaVenetia.com">www.LyonVillaVenetia.com</a> 2 Pools, Tennis Court, Bike Path, Basketball, Sundeck, Courtesy Patrol
	<b>Mariners Village</b> 4600 Via Marina, MDR, CA 90292  (310) 803-9750	1x1 \$1,645 2x2 \$2,060	½ Month free on 1x1/den	94% - 58 units available	2 Floors 981 Units Built 1967 Renovated 1999	Ocean & Sunset	<a href="http://www.MarinersVillage.com">www.MarinersVillage.com</a> Pool, Spa, Sauna Laundry, Fitness Center, Sundeck, Night Patrol, Elevator, Hi-Speed Internet, Recreation Room, Clubhouse, Sports Courts, Controlled Access  Distance : 3.68 miles
	<b>Villas at Marina Harbor</b> 4500 Via Marina. MDR, CA 90292  (310) 578-5200	1x1 \$1,902 2x2 \$2,707	1 month free - 13 month lease	96% - 5 units available	5 Floors Low Rise 126 Units Built 2005 Anchorage	Ocean, Sunset, Marina, City Lights, Mountain	<a href="http://www.TheVillaApts.com">www.TheVillaApts.com</a> Pool, Spa, 2 Tennis Courts, Fitness Center, Lounge, Business Center, In-Home Alarm, Stainless Appliances, M/W, Maple Cabinets, Central Air/Heat  Distance: 3.68 miles

## Marina del Rey Apartment Availability & Pricing

Prepared by: Hayes Consulting Services

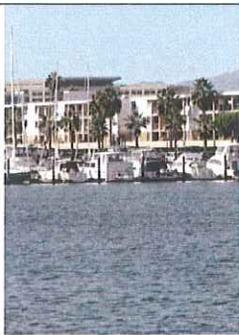
Updated: 06/09/10

	<p><b>Bay Club</b> 14015 West Tahiti Way, MDR, CA 90292</p> <p>(310) 821-8881</p>	<p>1x1 \$1,550 2x2 \$1,220</p>	<p>\$1,000 off mo. rent – 12 month lease</p>	<p>99% - 1 unit available</p>	<p>3 Floors 204 Units Built in 1973</p>	<p>Marina</p>	<p><a href="http://www.BayClubAptsMarina.com">www.BayClubAptsMarina.com</a> 2 Pools, Guest Parking, BBQ's, Elevator, select W/D, Fitness Center, Laundry, Accent Paint, Interiors Upgrades</p> <p>Distance: 2.96 miles</p>
	<p><b>Villa del Mar</b> 13999 Marquesas Way MDR, CA 90292</p> <p>(310) 823-4644</p>	<p>1x1 \$1,705 2x2 \$2,465</p>	<p>\$350 off monthly rent - 12 month lease</p>	<p>94% - 7 units available</p>	<p>3 Floors 196 Units Built in 1972 Anchorage-210 Boat Slips</p>	<p>Marina &amp; Mountain</p>	<p>*No website Tennis Court, Basketball Court, Guest Parking, Pool, Spa, 24-Hour Gym, Clubhouse, BBQ's</p> <p>Distance: 2.91 miles</p>
	<p><b>Bar Harbor</b> 4242 Via Marina MDR, CA 90292</p> <p>(310) 823-4689</p>	<p>1x1 \$1,572 2x2 \$2,229</p>	<p>None</p>	<p>97% - 8 units available</p>	<p>2 Floors 288 Units Built in 1969</p>	<p>Marina &amp; Pool</p>	<p><a href="http://www.BarHarborApts.com">www.BarHarborApts.com</a> Pool, Spa, 24-Hour Gym, Laundry Facilities</p> <p>Distance: 3.01 miles</p>
	<p><b>Marina Pointe</b> 13603 Marina Pointe Drive, MDR, CA 90292</p> <p>(310) 822-6807</p>	<p>1x1 \$1,434 2x2 \$2,089</p>	<p>\$350 off monthly rent on two bedrooms</p>	<p>97% - 17 units available</p>	<p>4 Floors 583 Units Built in 1994 Partial renovation in 2004</p>	<p>Mountain &amp; City</p>	<p><a href="http://www.TheMarinaPointeApts.com">www.TheMarinaPointeApts.com</a> Media Center, Conference Facilities, Clubhouse, Elevator, Fitness Center, Laundry, Pool, Sauna, Spa, Controlled Access, A/C, Granite, Internet, Cable, D/W, Storage, Fireplace, Garages</p> <p>Distance: 1.61 miles</p>

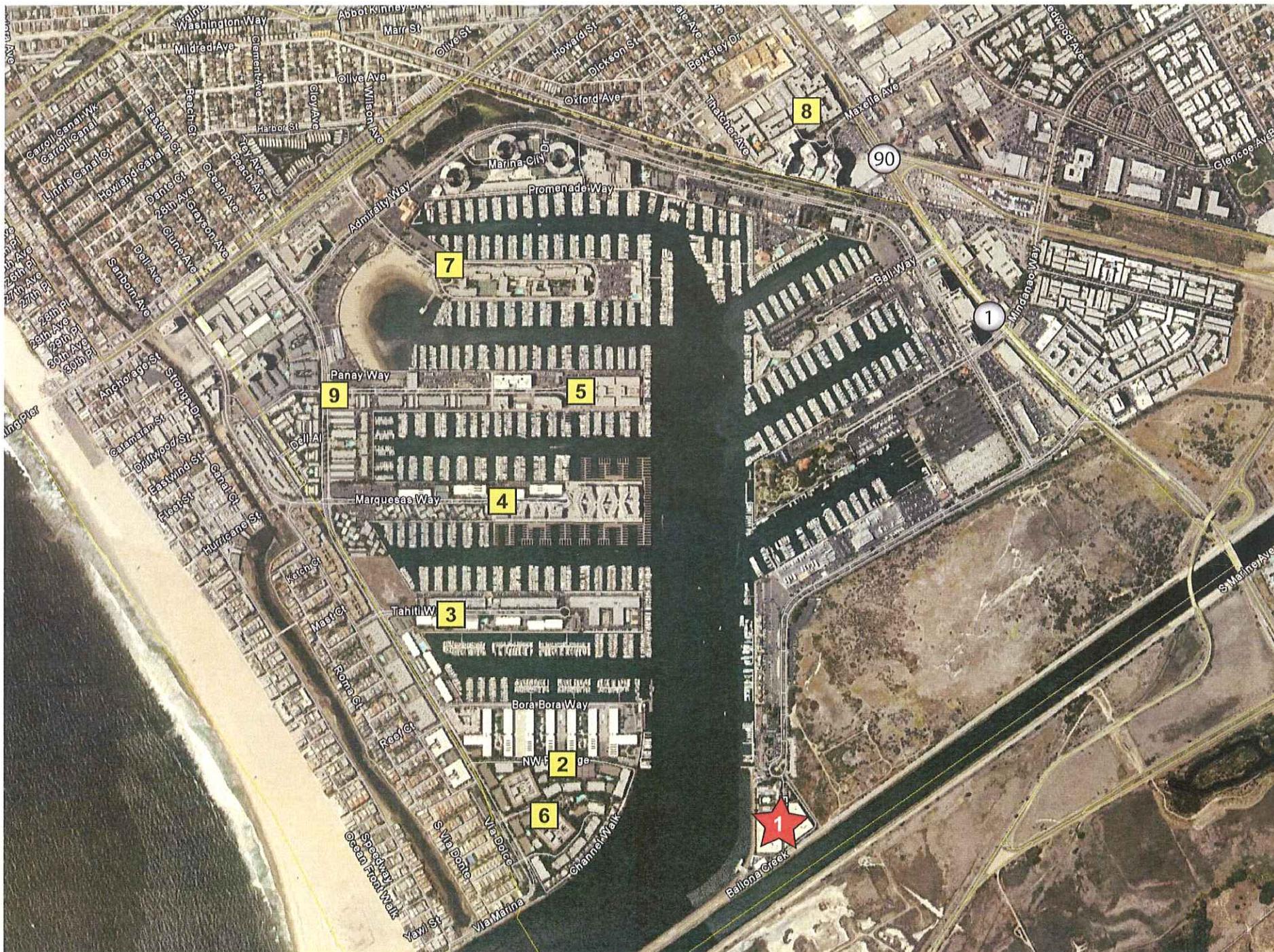
## Marina del Rey Apartment Availability & Pricing

Prepared by: Hayes Consulting Services

Updated: 06/09/10

	<p><b>Mariners Bay</b> 14000 Palawan Way, Suite B, MDR, CA 90292</p> <p>(310) 822-2001</p>	<p>1x1 \$1,399 2x2 \$2,250</p>	<p>3 months free - 14 month lease</p>	<p>93% - 24 units available</p>	<p>3-4 Floors 350 Units Built in 1975 Anchorage 200 Boat Slips</p>	<p>Courtyard &amp; Marina</p>	<p><a href="http://www.MarinersBay.com">www.MarinersBay.com</a> Laundry Facilities, Clubhouse, Gym, Pool, Spa, Secured Parking</p> <p>Distance: 2.21 miles</p>
	<p><b>Dolphin Marina</b> 13900 Panay Way, Venice, CA 90292</p> <p>(310) 578-6666</p>	<p>1x1 \$1,795 2x2 \$2,575</p>	<p>One month free - 12 month lease</p>	<p>92% - 16 units available</p>	<p>3 Floors 204 Units Built in 1965 Renovated in 1988 &amp; 2005</p>	<p>Marina</p>	<p><a href="http://www.GKind.com">www.GKind.com</a> Clubhouse, Gym, Spa, Pool, Outdoor Fireplace, BBQ's, Courtesy Patrol, Gated Parking</p> <p>Distance: 2.87 miles</p>

\* Total available units: 136



- 1. Villa Venetia
- 2. Villas at Marina Harbor
- 3. Bay Club
- 4. Villa del Mar

- 5. Dolphin Marina
- 6. Mariners Village
- 7. Mariners Bay
- 8. Marina Pointe

- 9. Bay Harbor

# **APPENDIX “K”**



## **SUMMARY OF THE 2005-2006 REPORT ON MARINA DEL REY HERONRY**

The present study examines the nesting circumstances of a population of three resident heron species that breed colonially in Marina del Rey, Los Angeles County, California (MdR). The study group includes the Great Blue Heron (*Ardea herodias*), Black-crowned Night-Heron (*Nycticorax nycticorax*), and Snowy Egret (*Egretta thula*). A fourth locally nesting heron, the Green Heron (*Butorides virescens*) is a solitary nester that does not habitually associate with the colonial birds. The Great Egret (*Ardea alba*) is a colonial-breeding heron that is discussed in this report, but that currently does not nest in the Marina del Rey environment.

This report will interpret to readers the herons' reproductive site and habitat relationships within the context of the entire marina and its urban environs. In so doing, broader geographic attributes will be explored to reveal the birds' place-associations, such as patterns of local foraging and roosting; and a comparative analysis also will be made of heronries found elsewhere in Los Angeles County and Southern California.

This study is being conducted under the direction of the County of Los Angeles, with funding provided by an MdR lessee. Impetus for the study, which began in July 2005, derived from a particular need to understand the future (post-development) nesting prospects of a colony of Great Blue Herons (GBH) on MdR Parcel 64 (*Villa Venetia*), considering a condominium development proposal which would remove all trees on site. Together with an ongoing study of a multi-species heronry at Channel Islands Harbor (Froke 2004), the writer believes that the present surveys constitute the most comprehensive geographic examination of heronries in Southland.

### **Multi-year Study, Serial Document**

As stated, this study was initiated during July 2005, which was in the middle of an ongoing nesting season. Two months after that season finished in late August or early September, the first in a series of what would be consecutively updated reports was completed. The 2005 Marina del

Rey Heronry Report was drafted in November 2005, then published online in draft form in May 2006 to ensure public access. The present document is the second in the series of updates.

*This document entirely supersedes the 2005 document* and does so, in part, by clarifying data interpretations, incorporating additional data and observations made by the writer and others during the 2006 nesting season, and by acknowledging other pertinent scientific and management information and informants.

## **Document Format**

This document starts by making a biological introduction of the three study herons, based on published information. For example, the *Species Profiles* review literature for each species and highlight knowledge from research and reports that originated in other parts of their ranges. The *Findings* present original information that was gathered in the field as part of this study.

Next, the combined information base and additional insights are evaluated according to the report's objectives. The report concludes with a series of recommendations for managing the immediate and long-range conservation prospects of Great Blue Herons inside and nearby the Marina. The premise of the Great Blue Heron management proposal is as compensation for the loss of colony resources should the proposed development of the Villa Venetia property (Mdr Parcel 64), as proposed, be approved.

## **Summary of Findings**

Findings from this study confirm the presence of a thriving multi-species heronry in Marina del Rey. Although the presence of the heronry is general knowledge to public agencies, local naturalists, and casual observers, the present data from the past 2005 and 2006 nest seasons are the first to describe fundamental attributes such as habitat selection, nest locations, and breeding numbers.

## **Nest Site Selection**

Whereas Black-crowned Night-Herons and Snowy Egrets nested predominantly in eucalyptus trees, the local Great Blue Herons selected a group of cypress trees, a Monterey Pine and several

palms in the immediate vicinity for nesting. This pattern is familiar to the multi-species heronry that presently exists in and near Channel Islands Harbor: There, the majority of night-herons and all egrets most recently nested in a grove of Monterey Pines while the Great Blue Herons, in two separate colonies, nested in eucalyptus, pines, cypresses and fan palms. One of the two colonies of Great Blue Herons is considerably larger (12 + pairs, 2005) and inhabits a linear roadside grove of tall Blue Gum trees next to the Ventura Marina and a petroleum storage facility.

In both the Los Angeles and Ventura County heronries, Great Blue Herons have opted for the taller and more sturdy trees available in the respective heronry environments, forsaking the inter-specific communality that otherwise attracts the species in any number of other heronries where the nest structures are otherwise sturdy and sufficient. Put another way, where suitable tall trees are limited, Great Blue Herons are obliged to nest in those; whereas Black-crowned Night-Herons and Snowy Egrets can more readily accommodate themselves to nest in a wider range of trees and tree species, allowing more opportunities for mixed-species colonies to establish. During 2003 and 2004, and evidently before, two pairs of Great Blue Herons at Channel Islands Harbor had nested side-by-side in the amassed treetops of two adjacent Monterey Cypress trees. After one of the nest trees was toppled during a winter storm in 2004, only one pair nested in the surviving tree the following season (2005). Simultaneously, an additional pair nested in a nearby Monterey Pine that previously had been occupied by two pairs of Great Blue Herons, at least during 2003 and 2004.

As has also been observed and reported for other heron species, this event suggests that Great Blue Herons are resilient to the loss of nest trees in colonial groves and stands; and further suggests why nest tree fidelity (in typically open and wind-swept environments) does not appear as an evolved trait in the species. The case of GBH in Long Beach, where nesting pairs have taken to build in super cranes and super tall light towers offers an extreme case of adaptability and adventurism in the species, especially when an undisturbed tree grove with  $\pm 20$  pairs of GBH was currently located < 1 mile away from the steel alternatives. Besides height and stability of selected nest trees, Great Blue Herons in Marina del Rey exhibited another known habit of the species: to nest high and in plain view of the surrounding airspace and the neighboring colony, and within a short distance to water. Conversely, Black-crowned Night-Herons and Snowy Egrets, while also nesting in vicinity of the water and foraging resources, appear to prefer more foliar cover above and surrounding their nests, and locally may nest as low as 20 ft above ground-level.

## **Tree Condition & Maintenance**

An adverse effect of heron nesting, i.e., guano deposition and accumulation, is taking a toll on cypress trees (nos. 4, 5, 6) recently used by nesting Great Blue Herons. Significant portions of the affected trees are dying-back because of the use; and the future welfare of the two live trees is questionable. Three adjacent cypress trees (nos. 7, 8, 9) that are approximately the same age and nearly as tall size as those that are deteriorating, and that have identical environmental exposure but are not used by herons, are in very good condition. These trees probably are not used by herons because they are not contiguous and do not inter-branch and therefore are not as attractive to nesting herons.

## **Foraging**

Heron foraging is widespread but unevenly distributed in the context of the entire marina-wetlands environment, inclusive of the urban canals and lagoons. Specifically, during July through October the summer-dry wetlands and associated uplands are relatively unimportant to herons that focus instead on the shallows and muddy edges of watered sites such as the canals, and on fishing and crabbing inside the marina proper. In view of identified heronries in Los Angeles, Orange and Ventura counties, it is increasingly evident that foraging conditions provided within the developed marinas, i.e., perennial prey bases (fish and crabs), artificial hunting platforms, clearwater shorelines, open bait tanks, and nighttime lighting represent important resources for the three species of predatory herons.

## **Conclusion: Villa Venetia and the Heronry**

Development of the Villa Venetia property, including removal of the existing cypress, palm and pine trees, will altogether preclude future onsite nesting by Great Blue Herons, which is the only heron species nesting onsite. The local population will adjust and recover from the loss of these trees, but with uncertainty as to where, when and to what extent said recovery (*successful reproduction and natural recruitment*) will take place. Improved certainty and assurance of success will depend on the immediate and sustained availability of necessary resources (suitable setting and structures) for pair formation and secure nesting. On the other hand, it is sensible to

expect that development of the property will not have deleterious effects on populations of Black-crowned Night-Herons and Snowy Egrets that are all offsite but within the same heronry.

### **Manager's Case Statement**

The GBH colony on the Villa Venetia property (Parcel 64) is in need of management. This is true regardless of whether the proposed redevelopment project moves forward and the existing nest trees are left standing or are removed. The existing trees are disintegrating and their usefulness to the herons is exceptionally limited. Presently available nest opportunities are limited in scope and number, and this condition is constraining the size and future welfare of the colony. Compounding the effect of the nesting birds on the three principal onsite trees is the year-round roost of Double-crested Cormorants (*Phalacrocorax auritus*) which add to the load of guano affecting the trees and compete with adult herons for perches and potentially prey on heron nestlings.

### **Final Summary**

Great Blue Herons that inhabit the Marina del Rey and Ballona Wetlands Ecological Reserve presently rely for nesting on a scattered small array of cypress, palm and pine trees in the Fiji Way area near the border of the wetlands and marina. In recent years, the majority of nests have been constructed by the birds in a trio of disintegrating cypress trees that are next to the Villa Venetia apartments and the main channel of the marina harbor. The life expectancy of the cypress trees is not known, but the downward trend is certain; and one of the three trees is mortified if not already dead. The principal cause of the tree decline appears to be from excessive guano deposition by the herons and large numbers of roosting Double-crested Cormorants.

This report includes a management element that specifically recommends replacement by relocating and rebuilding the heronry infrastructure at a dedicated offsite location. The recommended location would be inside the ecological reserve (best place, most suitable) or alternatively a wetland open space inside the marina (second best place, also suitable). Although any plan for heronry management would be tied to the proposed Villa Venetia

Redevelopment, the point is made for emphasis that the conservation work is justified per the *status quo* of the heron nesting resources onsite.

A handwritten signature in blue ink, appearing to read 'J. Froke', with a long horizontal line extending to the right.

Jeffrey B. Froke, Ph.D.



Recorded by 31 December 2007

## **2007 Summary Report for Marina del Rey Heronry: Villa Venetia**

During the 2007 nesting period, Great Blue Herons nested in the following trees on Parcel 64, the Villa Venetia property: Trees 1, 3, 4, 6 and the palm P1. Tree 5, the middle of the two decadent cypresses on the westside walkway had fallen over in January of this year.

Nesting was underway in early February and by 23 April there was a total of five (5) active nests in the onsite colony. As of 31 May there were eight (8) active nests, and as both fledging and failure had occurred before 24 June, there were only three (3) still active nests (in trees 4 and 6). On 15 July, two (2) of the same nests remained active, and on 12 August one of the two from July still supported nestlings. On 22 September, there were two (2) fledged siblings that returned to a nest in tree 6. All other signs of nesting were concluded sometime between the August and September dates.

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line that extends to the right.

## 2008 Summary Report for Marina del Rey Heronry: Villa Venetia



*Prepared for*

Peter Zak, VP-Development  
Lyon Companies  
4901 Birch Street  
Newport Beach, CA 92660  
949-838-1244

*Prepared by*

Jeffrey B. Froke, Ph.D.  
3158 Bird Rock Road  
Pebble Beach, CA 93953  
831-224-8595

Tuesday, 17 February 2009, rev 03 March 2009

## I. INTRODUCTION

### A. Report Background

This report summarizes observations and evaluates a place-specific group of Great Blue Herons (*Ardea herodias*) in Marina del Rey, Los Angeles County, California (MdR). The study group of herons comprises part of a larger multi-species urban heronry in the marina. This is the third MdR Heronry (MdRH) report prepared by the author on the subject of MdRH, the first having been prepared in November 2005, then made available to the public in May 2006<sup>1</sup>. The second report, prepared in 2006 was revised and released in February 2007<sup>2</sup>. Throughout this document the two prior reports and the current report will be referred to as: 2006 Report, 2007 Report and 2008 Report.

All three reports (2006-2008) were prepared at the behest of the County of Los Angeles Department Beaches and Harbors and the Lyon Apartment Companies, which owns the Villa Venetia Apartments (LACo Lease Parcel 64). Great Blue Herons nested in trees located inside MdR Parcel 64 during each nesting season of the full study period (July 2005 - December 2008).

The 2006 Report, which covered just the second half of 2005 and thereby less than half of the 2005 heron nesting season, had a broader geographic coverage (all of Marina del Rey) and included site and nest (numbers of nests) data for each of the three colonial heron species that were known to have nested during 2005 study period inside the marina environment. The three colonial nesting species include Great Blue Heron, Black-crowned Night-Heron (*Nycticorax nycticorax*) and Snowy Egret (*Egretta thula*).<sup>3</sup> Among herons, only Great Blue Herons had nested inside MdR Parcel 64 during the total 3.5-year study period.

---

<sup>1</sup> **Froke, J.B.**, 2006. Preliminary Report on the Marina del Rey Heronry, 2005. Report to LACo and Lyon Companies. (May), 97 pp.

<sup>2</sup> **Froke, J.B.**, 2006. Report on the Marina del Rey Heronry for 2005-2006. Report to LACo and Lyon Companies. (submitted 1 February 2007), 97 pp.

<sup>3</sup> The **Great Egret**, *Ardea alba*, a colonial species, is a resident (or visitor) inside the MdR environment, but the species' nesting status in the area has not been fully determined, and nesting has not been confirmed to date. The **Green Heron**, *Butoroides virescens*, which is solitary and does not nest colonially, may nest inside the marina; but, the closest known nesting pairs occupy deeper and denser foliar cover including that found around Oxford Slough and probably Ballona Wetlands (see record *in* Cooper 2006).

The 2007 Report expanded on major topics developed in the 2006 Report and added, for example: more detailed *species and ecological profiles* and historical and contemporary *descriptions of reported heron breeding* in the Marina del Rey - Los Angeles County region. Further, the second report highlighted the *management of heronry resources* and specifically, potential opportunities for physically enhancing heron nest spaces inside MDRH.

## B. Notice to Readers

Persons who are interested in herons within the Marina del Rey neighborhood may find this report -- and its two predecessors -- to be informative. All readers are asked to accept this report with an open mind, and to read it carefully to avoid a misunderstanding or misinterpretation of its intent and scientific value. The data and findings presented herein are accurate. Errors of omission, i.e., an overlooked heron nest or nest tree certainly are not purposeful. People who are opposed to redevelopment of property inside the marina are asked to view this document as it is intended, i.e., to share an authentic description of the heronry, in whole or part, and its participant birds. An aim of this report was to be politically neutral, particularly concerning marina developments.

## C. Objectives

The 2008 field study and report should accurately and completely identify every heron nests inside MDR Parcel 64 that was active during 2008. Each tree that was occupied by nesting pairs needs to be identified and mapped. The nesting calendar ought to be known, at least at an outline level.

## II. STUDY SPECIES

Whereas the 2006 and 2007 reports treated the Great Blue Heron, Black-crowned Night-Heron and Snowy Egret together, the 2008 Report focused on Great Blue Herons, exclusively.

### III. STUDY AREA

The street address for Parcel 64, the principal study area, is 13900 Fiji Way, Marina del Rey, CA 90292. Marina del Rey is an unincorporated area of the County of Los Angeles (Figure 1). Parcel 64 fronts the main channel of the marina at the West terminus of Fiji Way. The study area is located within the *Venice* USGS 7.5-minute quadrangle. Figure 2 is the base aerial image used for mapping. The geographic center of Parcel 64 is,

© lat 33.969282° \ lon -118.445911°

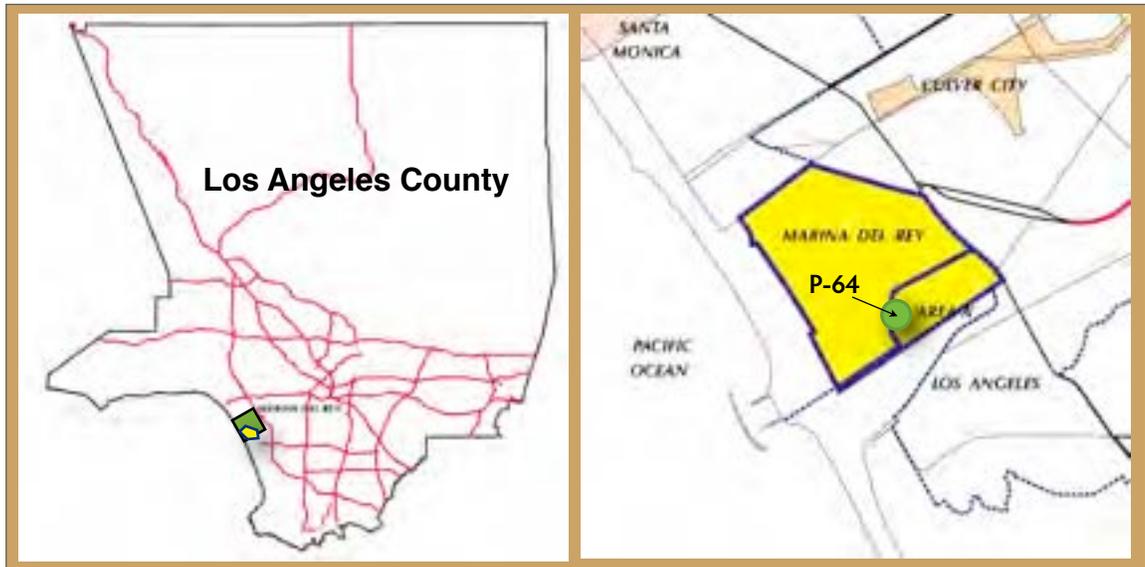
Parcel 64 measures 6.40 acres. The site borders a U.S. Coast Guard (USCG) Patrol Station and Los Angeles County Sheriff's (LASD) Station on the North. LACo Department of Beaches & Harbors (DBH) administrative offices, Fisherman's Village shopping center and marine commercial uses are located in proximity to the project site, just north of the government facilities. Ballona Creek abuts Parcel 64 to the South and the Ballona Wetlands Ecological Reserve is located east of the site. The South Bay Bicycle Trail travels along that eastern perimeter of the site. The main channel of the marina abuts Parcel 64 to the West.

The University of California Marina Aquatic Center (*UCLA/MAC*) is located on MdR Parcel 65 and is contiguous with MdR Parcel 64 at its southwest corner: thereupon, four (4) Mexican Fan Palms (*Washingtonia robusta*) are located on the UCLA property at its border with MdR Parcel 65.

### IV. METHODS

#### A. Searching & Watching

Since 2005, the chief method used to locate active heron nests has been to slowly walk across and around the study parcel, maintaining familiarity with the site and the distribution of its potential nest-trees, then to frequently revisit the area at different times of day to observe and track the status of confirmed heron nests, nests in the making, and/or the status and development of chicks. During 2005-2006, when the studied area included all of Marina del Rey, the use of a bicycle was perfectly suited for traveling and searching.



**FIGURE 1.** *Nested maps depicting the regional (L) and local (R) position of Parcel 64 and Marina Del Rey, Los Angeles County, CA. Not to Scale*

Inspections and surveys consisted of at least 12 monitoring days per year, a minimum of one per month: Sixteen visits were made to Parcel 64 during 2008, emphasizing the breeding period. Observations outside of the active nesting ‘season’ were useful to document and understand possible pairings of adults, then to track the presence and possible post-fledging behavior of young-of-the-year (YOY) and older juveniles that may include standing and resting in old nests. Tracking in late fall is essential to determine the outside time that the heronry stays in action, i.e., until the last chick has fledged or otherwise is gone from the nest.

**B. Optical Viewing & Recording**

Photography is an essential tool to use for identifying and recording a wide range of pairing and nesting activities. Photographs are valuable for recording and evaluating pair and extra-pair behaviors and other signs that are telltale of *active* nesting by adult pairs and chick-development over the nesting period. All photography in this study is digitally recorded, and photographs were taken with a *Leica Digilux-2* or *Digilux-3* SLR camera, typically mounted with *Leica* lenses ranging from 280 to 560 mm (effective > 1000 mm). All heron study requires binoculars at the ready, and *Leica Trinovids* (10x42 HD) were used.



**FIGURE 2.** Aerial view of MDR Parcel 64 study site and surrounding properties at the distal end of Fiji Way, Marina del Rey, CA. Data overlay identifies the principal sites and features on the local portion of the Marina del Rey Heronry and the study site. Dashed blue line = approximate boundary of Parcel 64 (6.4 ac). Orange triangle is the geographic center of the parcel (see text). Base photograph is taken from GooglePro® (ca 2009).

## V. OBSERVATIONS

### A. Information Base

As stated, this report was written to convey information and specific findings regarding one subset of MDRH activities, including nesting, from 2008: The specific subset encompasses all of Parcel 64 and its border with Parcel 65.

### B. Findings

#### 1. Nest-Tree Locations

Only trees growing or left standing on Parcel 64 and the contiguous portion of Parcel 65 were studied for purposes of the 2008 Report. Whereas incidental observations of herons nesting in other parts of the MDR Heronry were noted, including sites and trees northward and next to Parcel 64, these offsite data are not included in this report.

Great Blue Herons, exclusively, accounted for all pairing and active nests in the study area; and, all heron nests inside the study area were constructed in trees that included Monterey Pine (*Pinus radiata*), Monterey Cypress (*Cupressus macrocarpa*), and Mexican Fan Palm. Figure 3 presents the locations of all nest-trees that were found bearing active nests inside the study area during the 2008 nesting period.

#### 2. Nesting & Active Nests

A total of six (6) nests were *confirmed to be active* at some point during the overall nesting period (FE-SE 2008). Nesting and egg-laying among the six pairs was not synchronized, and there was as much as a 60-day spread among the different pairs' nest starts. Two of the nestings were abandoned early in the cycle and are discounted, hereon. The completed nests held at least twelve (12) chicks, compounded for some time of the period; however, the details of chick mortality and fledging (how many



**FIGURE 3.** Image overlay showing the location of six (6) heron nest-trees (orange circles) occupied by pairs which either did (4) or did not (2) complete their nesting efforts. Nest trees were located inside Parcel 64 (5) and Parcel 65 (1: UCLA), Marina del Rey, Los Angeles County, CA. Nest-building was initiated by a pair in a 7th tree (red dot), but was not completed and no further nesting took place therein.

 **Legend:** Yellow polygons point to 2008 nest-tree locations, all of which are in previously used (2005-2007) and numbered trees (P-# signifies nest-trees that are palms).

died and when) were not achievable due to the restrictions on viewing from the ground and on time in the field.

*Confirmed Active and Completed Nests in Nest-trees:*

Tree No. 3 -- one (1) GBH

Tree No. 4 -- one (1) GBH1 GBH, 2 DCC

Tree No. 6 -- two (2) GBH

The aforementioned two trees w/ incomplete nests were Palm-1 and Palm-7 (UCLA Parcel 65).

See Figure 4 for a numbered map of all Parcel 64 trees, current (2008) and past (2005-2007).

3. Estimated Heron Numbers During Nesting Season

However elementary, the presence and number of active nests in a heronry is the first measure of a minimum heron population: In this case *at least eight adults* (Pair X 4 nests)<sup>4</sup> and 12 observed nestlings were present onsite during the nesting period of February through September. That also is the extent of the known (successful) reproductive population on Parcel 64 during 2008.

Offsite, through May - August, there were large aggregations of herons, up to 17 adult GBH at one time, ground-roosting and hunting within a single patch of iceplant (~3,000 sf) inside Ballona Area A. Therein, heron prey likely included Botta's Pocket Gopher (*Thomomys bottae*) and California Voles (*Microtus californicus*). In addition, there were up to 3 Great Egrets, *Ardea alba*, present at any one time among the GBH. It is possible that a number of the GBH in Area A were the same as nested inside Parcel 64; however, during use of Area A there were still brooding parents on their respective nests inside Parcel 64. A third association of birds is present year-round on the bait barge across from Fisherman's Village; and there, herons frequently perch on the roof-ridges on the South end of the complex.

---

<sup>4</sup> In the event of an aborted or abandoned nest-effort by a heron pair, and depending on how early or late the nest loss takes place in the nesting period, it is possible that the established nest will be taken over by a separate replacement pair, and that pair may or may not include one of the pair from the first, unsuccessful nest.



**FIGURE 4.** Mapped locations of numbered study trees, not all of which were used for nesting, over Parcel 64, Marina del Rey, Los Angeles County, CA.

4. Change of Tree-usage and Nesting Levels

Table 4 demonstrates the change in the use of trees for nesting, and the level of nesting (active nests) by Great Blue Herons in Parcel 64 between 2005 and present. The overall diminishment of tree-use by nesting herons inside Parcel 64 has taken place at the same time the nest trees (Trees 4 & 6) have disintegrated or done so then fallen over (Tree No. 5 in 2007; Figure 5). During 2007, a recently active nest, with young, in Tree 4 was lost when a group of dead branches broke and dropped with the nest from a high part the cypress.

5. Change of Foliar Cover

Also diminishing is the number of live leaves on two onsite cypresses, Trees 4 and 6, both central to the Parcel 64 sub-colony of herons in the sense that multiple-nests have been built at the time other onsite trees hosted 1-2 at a time. The foliage (as

*percent of foliar cover*), has dropped from approximately 70 pct (2005) to 35 pct (2007), and 15 pct (2008). The advancing senescence of these trees, which was instigated by guanotrophy -- specifically from feces dropped from perched GBH and Double-crested Cormorants -- are beyond recovery. Figure 5 illustrates the one-year change in the foliar condition of the cypresses between 2006 and 2007.

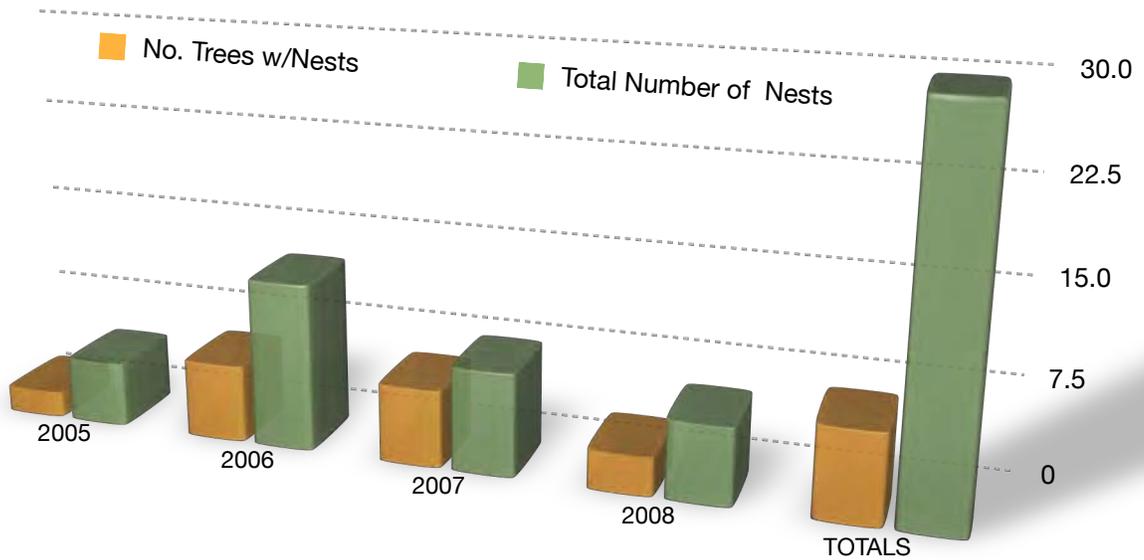
## 6. Population Change

The overall GBH population of MdrH is expanding, as was noted in 2007. In particular, there were at least ten (10) nests occupied by GBH and comprising a sub-colony on the North side of the marina during 2007, and 14 in 2008. However, conterminous with the demise of cypresses 4 and 5, and the nonuse of once-used and available trees on Parcel 64, the breeding portion of the southern sub-colony appears to be on the decline.



**FIGURE 5.** Change in foliar cover of a Parcel 64 tree (No. 6), one of a pair of the tallest cypresses onsite (foreground). Calculated change in cover is from 60 pct in 2006 (L) to 35 pct in 2007 (R). The pattern of defoliation and extent of senescence in Tree No. 4, second of the pair (background) has been identical to the pictured tree.

TABLE 1. Data with chart summarizing the number of trees used by nesting GBH, and the number of nests that were active and completed by nesting pairs in years 2005 (second half of season, only) through 2008. Parcel 64, Marina del Rey, Los Angeles County, California.



MdR Parcel 64	2005	2006	2007	2008	TOTALS
No. Trees w/Nests	3	6	5	3	6
Total Number of Nests	6	9	10	6	31
Specific Trees Used	4, 5 <sup>A</sup> , 6	1, 3-6, P2	P1, 1, 3, 4, 6	3, 4, 6	1, 3, 4, 5 <sup>B</sup> , 6 P1, P2

NOTES: (A)(B): During 2005-2006, herons nested in Tree No. 5, a senescent Monterey Cypress that succumbed to guantrophism and fell in January 2007.

## EVALUATION

### *Declining Heron Population*

Great Blue Herons have nested inside Parcel 64 since at least 2002 when 10 nests were observed in February; then during March 2004, eight (8) nests were counted<sup>5</sup>. Local residents have related that nesting pairs before 2005 and the start of this study occupied the three principal waterside cypress trees (Nos. 4, 5, 6) as well as an unreported number of palms. Because the reported two prior observations were made in just the first two months of the nesting period, it is likely that a greater number of pairs nested onsite before the estimated fledging period of mid-August to early September (footnotes 1 & 2).

Great Blue Herons continue to nest inside Parcel 64, although the counted number of onsite breeding pairs has declined 70 pct over the recent three-year period of 2006 to 2008, and the total number of reported nests has ranged from 10 in 2002 to four (4) in 2008.

As noted, while the nesting herons' commitment to Parcel 64 appears to have waned, the size and distribution of the sub-colony on the North side of the marina has continued to increase. At least 14 GBH nests on the northside - in direct view of the Parcel 64 nests - and four on the South side were active in 2008. In 2008, the minimum nesting population of 18 pairs, plus their uncounted progeny<sup>6</sup>, represents a growing marina-wide heronry.

### *Suitability of Parcel 64 to Nesting Herons*

There are two related factors that have contributed to the decline of nesting GBH inside Parcel 64: (1) the continuing defoliation and senescence of the central cypresses that has been due to increased deposits of guano from both herons and cormorants; and (2) the physical loss of cypress no. 5, the first of the three grouped cypresses to suffer and succumb to the toxic effects of *guanotrophication*. Predictably, at the observed rate of senescence in trees 4 and 6, one or both may die during 2009-2010.

---

<sup>5</sup> Cooper, D.C., 2006. Annotated Checklist of Birds of Ballona Valley, Los Angeles County, CA.

<sup>6</sup> Assuming an average clutch size of three (3 was most common), and predicting chick mortality in year-one to have been 50 pct, the estimated population of GBH throughout the marina in 2008 immediately at the end of the breeding period (before dispersal of young) was 63, minus the number of birds that may have double-clutched or been part of two pairs in the same season.

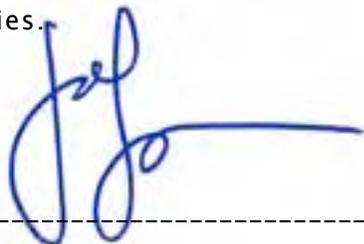
## VII. CONCLUSION & MANAGEMENT RECOMMENDATION

Whereas, the total Great Blue Heron population in Marina del Rey has increased from 10 and 4 reported nesting pairs in 2002 and 2004, respectively, to at least 18 pairs in 2008, the contribution of the Parcel 64 sub-colony to the marina-wide GBH heronry has progressively waned over the past three (3) years. The reduced number of reproductive adults inside Parcel 64 is attributed, in part, to the natural disintegration of a principal tree group used by the nesting herons. Factors including brittleness of branches, loss of nests from crashing branches, the overall scant condition of the live foliage, and increasing competition and crowding by cormorants have influenced the trees' reduced attractiveness to reproductive herons.

If to conserve and encourage nesting herons in Marina del Rey, heron management ought to actively take a hand in the shifting focus and distribution of the heronry. Nature's own course in this matter may not be adequate to sustain the bird colonies in a welcomed manner, as mounting aggregations of nesting birds in and among apartment and condominium complexes may be counterproductive to publicly supported, long-term and effective conservation.

Further, as it is a predictable feature of heronries that the birds therein will overcome their nesting environs with scalding guano, enough to eventually kill and fell their nesting supports, management should carefully locate and plant in advance a sufficiency of young trees to eventually rise to the satisfaction of nesting herons, and thereby be on-hand when previously used trees and stands have deceased and dropped to the ground.

As has been proved effective elsewhere, management also has the opportunity to augment the MdR heronry by creating future colony locations and constructing appropriate 'artificial' structures that would invite herons and more strongly support their accretive nests. Again, new sites would be better tolerated if not planted or assembled in close quarters with residential facilities.



-----  
Jeffrey B. Froke, Ph.D., 01 March 2009; rev 23 Feb/03MR 2010



Monday, 14 September 2009

## **2009 Summary Report for Marina del Rey Heronry: Villa Venetia**

This report includes an account of nesting Great Blue Herons (GBH) and Double-crested Cormorants (DCC) inside Marina del Rey (MdR) during 2009.

### Great Blue Heron

Seasonal nesting operations, including courtship and pairing at prospective nest sites, were initiated by GBH pairs in early February 2009, and by 07 March there were three (3) confirmed active nests inside P-64, one of which held recently hatched young. In late May, there was a total of nine (9) GBH nests in P-64 + P-65, two of which were continued from April, and the same two (2) held a total of 5-6 nestlings. Three (3) of the GBH nest trees were in woody trees and six (6) were in palms. See attached "Tree-use summary for 2005-2009."

In mid-June there was one (1) active nest out of the nine accounted for in May, and it contained 3 yy @ approximately 40 dd. The absence of young in five (5) nests indicated nest failure (for unknown reasons; all were in palms); yet, the absence of young from three nests of the season could be accounted for by either failure and/or (more likely) fledging (GBH yy fledge @  $\approx$  80 dd). No remains of GBH yy were discovered inside the heronry during the period.

In late July and August, there was one active GBH nest, one of the three accounted for in June; and, in August a single nestling was branching near the nest, indicating approximately 0-4 wks from fledging.

By mid-September, all GBH nests were empty; and several were destroyed in place, both by winds and cormorants that were observed earlier in the season usurping and pillaging heron nests for their sticks.

By my estimate, the 2009 nesting season within the Fiji sub-colony of GBH was completed between early August and mid-September, and probably around 07-09 September.

Double-crested Cormorant

A high of 19 individual DCC nests, each with young, was confirmed during 2009, essentially during the same period as nesting GBH (March through August). All cormorant nests were constructed -- or usurped from GBH -- in the two senescent cypresses (nos. 4 & 6) next to Villa Venetia and the US Coast Guard patrol station. It was not possible to track individual pairs' use and occupancy of specific nests; therefore, it was not possible to determine whether nineteen was the minimum or total number of DCC nest-efforts during the season (probably somewhere in-between).

-o:o-

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line extending to the right.



Thursday, 01 April 2010

## **2010 April -- Monitoring Report for Marina del Rey Heronry: Villa Venetia**

### MdR Heronry -- Summary of ongoing 2010 nesting at Parcel-64, Villa Venetia

Monthly site checks and nest monitoring at Villa Venetia for 2010 have thus far extended through 04 March, and will continue in April and run throughout the nesting period.

As of the March date, no nesting or paired DCC have been detected onsite, which is as expected. DCC nesting, if it takes place in 2010, would be expected to begin during April-May.

Hérons started nesting sometime between 17 February and 04 March. On the March date, there were four (4) GBH pairs occupied with completed nests in one each of four (4) Villa Venetia trees: nos. 4, 6, 10, and 11. This was the first observed nest use of tree 11, a Monterey Pine, by herons since the start of this program in 2005. No other active or pre-active nests or pairs were evident onsite. A single GBH pair was present in the group of four (4) palms (P3-P7) on UCLA's parcel 65.

-- JBF

# **APPENDIX “L”**

# BIORESOURCE CONSULTANTS

P.O. Box 1539 310 E. Matilija Street Ojai, CA 93024-1539 805.844-5820 805.646.3870 fax CT@BioRC.com

17 March 2010

Jeff Froke, Ph.D.  
Califauna  
3158 Bird Rock Road  
Pebble Beach, CA 93953

Dear Dr. Froke:

Per your request, I have reviewed materials provided by you with respect to the biological assessment of the Marina Del Rey heronry referred to as Parcel 64 in relation to the proposed Villa Venetia project.

I and a colleague, Peter Cantle (Wildlife Ecologist, VP, BRC, Inc.) reviewed the materials and concur on the following assessment.

(1) Is the impact evaluation properly questioned and reasonably answered? Yes, we find that the author(s) sufficiently framed the proper questions with respect to the resources in question. The possible impacts were properly identified and treated with objectivity. The assessment is thoroughly documented with sufficient reliance on scientific information to conclude that the assessment is reasonable.

3) Does the assessment pass the test for the application of best professional judgment? Yes, given the level of detail provided, the thoroughness of the topics covered, the relevance of the topics covered, and the reliance on all available information sources on the topic.

(4) Do the proposed avoidance and mitigation measures reflect the accepted aims and standards associated with wildlife biology and conservation? Yes, the proposed measures meet or exceed the generally accepted standards for conducting biological assessments, documenting possible impacts, addressing the significance of those impacts, and for proposing sufficient mitigation to offset known or expected impact.

(5) Will the proposed rehabilitation project successfully avoid causing nest failures and/or disruption of the local heronry? Based on the information provided for review, and based on my professional judgment, it is not possible to predict whether nest failures or disruption to the heronry will occur. There are too many confounding variables affecting the outcome of any given nesting season to make such a prediction. With that said, it is reasonable to

conclude that the measures proposed are consistent with professional standards applied under such circumstances. It is my experience that both species are opportunistic and adaptable when it comes to finding suitable nesting locations where suitable and exploitable food resources are available. If sufficient food resources remain available in the region then it is reasonable to conclude that both species will continue to nest in a wide variety of environmental settings and with varying degrees of tolerance for nearby human activity. It appears to me that there is no effect on food resources by the proposed project; therefore, I would conclude that the nesting adults for each species will seek nesting sites and attempt to reproduce, either at their historical locations or, when those are modified either naturally or unnaturally, at new locations that provide suitable nesting conditions.

I hope this assessment is useful to your process.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl Thelander". The signature is fluid and cursive, with a large initial "C" and "T".

Carl G. Thelander  
Wildlife Biologist



## HAMILTON BIOLOGICAL

---

March 24, 2010

Jeff Froke  
Califauna  
3158 Bird Rock Road  
Pebble Beach, CA 93953

**SUBJECT: REVIEW OF HERON & CORMORANT MATERIALS  
PARCEL 64 PROPOSED REDEVELOPMENT PROJECT**

Dear Jeff,

At your request, and that of Lyon Capital Management, this letter and attached copy-edits provide my independent review of items that you have transmitted to me via e-mail:

- A Microsoft Word file entitled, "Mdr Parcel 64, MND / Resources - 3. Biota."
- A PDF file with a graphic depicting "Locations of All known Great Blue Heron and Double-crested Cormorant Nest Trees inside MDR Parcel 64 & 65/2005-2009."
- A PDF file entitled, "A Report on the Marina Del Rey Heronry: Heron Use Of Parcel 64 During 2008" and subsequent revisions to this report under the running header of "Additions and revisions to MND Hazards and Resources sections (JBF): Tuesday 23MR10."

I do not have any comments on the 2008 report, which appears to be a thorough and appropriate summary of your observations of Great Blue Herons at Parcel 64 during 2008. I did not study the herons at Parcel 64 or elsewhere in Marina del Rey in 2008, and so do not have anything to add to your report.

The graphic showing nesting trees 2005-2009 is a little confusing in that readers may expect the summary table to cover both Parcels 64 and 65. That is, it is not clear why the nesting trees on Parcel 65 would be shown on your graphic but no summary of nesting in those trees would be provided. The palms in question are located very close to Parcel 64, within the 200-foot zone that your biota report indicates as being important for nesting herons, and so a reader might expect data to be provided for those trees.

The rest of my comments will focus on the biota report. By way of background, Dan Cooper and I conducted a total of 19 surveys of Marina del Rey and nearby areas in spring/summer 2009 as part of effort to develop a Conservation & Management Plan for

Marina del Rey under contract to the County of Los Angeles. I have transmitted to you a download link to our draft plan, which is being released today for public review. The purpose of our plan is outlined as follows:

1. To catalog all native bird species that regularly occur, or that are known to have historically occurred regularly at Marina del Rey, focusing on documenting the historical and current status of species of conservation concern.
2. To describe the current and historical status of colonial waterbirds (herons, egrets, and cormorants) that nest at Marina del Rey.
3. To document and describe how colonial waterbirds are utilizing habitats in Marina del Rey and surrounding areas, including the adjacent Ballona Wetlands.
4. To evaluate the range of effects that nesting populations of colonial waterbirds at Marina del Rey could have upon other species that occur in the local area.
5. To identify known or potential conflicts that have arisen, or that may arise, between wildlife and existing or planned human uses of Marina del Rey.
6. To identify areas within Marina del Rey where the potential exists to restore or re-establish appropriate native habitats.
7. To provide a management strategy that encourages the perpetuation of Marina del Rey's existing colonial waterbird populations at self-sustaining and ecologically appropriate levels, recognizing (a) that state and/or federal resource agencies may have valid reasons to place limits on the size and/or location of a given waterbird colony, and (b) that colonies are likely to naturally shift and fluctuate over time for reasons outside of human control.
8. To establish a planning framework that takes into account relevant information about and analyses of wildlife at Marina del Rey, and that establishes best management practices appropriate for its unique landscape, resources, and surrounding land uses.

A secondary focus of our colonial waterbird assessment was to determine the locations and at least the approximate sizes of other waterbird colonies on the coastal slope of Los Angeles County, to serve as a comparison to the Marina del Rey colonies. We accomplished this with field visits to known or likely areas during July and August 2009, and by making inquiries (including posts on the Los Angeles County birding listserv) with colleagues and birders in the Los Angeles County area who may have monitored colonies, or who may have had knowledge of colonies not known to us. Through this process, we believe that we obtained a reasonably complete understanding of the current status and distribution of colonial-nesting herons, egrets, and cormorants on the coastal slope of Los Angeles County.

Following is selected text and data from our plan that may be of use to you as background information. Also, my comments draw upon the observations that Dan and I made in 2009, and upon the draft policy recommendations contained in our plan.

## Information on Regional Heronries/Rookeries

First, let me provide information on the nesting colonies that Dan and I identified on the coastal slope of Los Angeles County in 2009. Although it was beyond the scope of our work to list every nesting colony of herons, egrets, and/or cormorants in the entire region, the following table provides a reasonably complete summary for the coastal slope of Los Angeles County. Table 1, below, lists the waterbird nesting colonies in the county that are known to us, from south to north; Figure 1, on Page 5 of this letter, shows their locations.

**TABLE 1: NESTING SUMMARY FOR COLONIAL HERONS, EGRETS, AND CORMORANTS IN LOS ANGELES COUNTY, EXCLUDING MARINA DEL REY**

Species	Pairs (approx.)	Location	Year/Citation
Great Blue Heron	14	Naples/Alamitos Bay, Long Beach	2009/RAH pers. obs.
	3	Port of Long Beach/Navy Mole	2009/RAH pers. obs.
	5	Port of Los Angeles/Pier 400	2009/RAH pers. obs.
	2	Port of Los Angeles/Signal Street	2009/RAH pers. obs.
	9	Pico Rivera/San Gabriel River	2009/L. Schmahl, via email
	10	Sepulveda Basin/Encino G.C.	2009/DSC pers. obs.
	4	Los Angeles/Echo Park Reservoir	2009/J. Raskin, via email
	35	Legg Lake	2009/DSC, pers. obs.
	3	Cogswell Res. (San Gabriel Mtns.)	2009/M. San Miguel
Great Egret	10 <sup>1</sup>	Malibu Country Mart Parking Lot	2009/m. obs.
Snowy Egret	55	Belmont Shore/Ocean Blvd.	2009/RAH pers. obs.
Black-crowned Night-Heron <sup>2</sup>	1	Alamitos Bay	2009/RAH pers. obs.
	55	Belmont Shore/Ocean Blvd.	2009/RAH pers. obs.
	35	Shoreline Drive, Long Beach	2009/RAH pers. obs.
	22	Queen Mary, Long Beach	2009/RAH pers. obs.
	20	Terminal Island/Customhouse	2009/RAH pers. obs.
Double-crested Cormorant	10	Sepulveda Basin/Encino G.C.	2009/DSC, pers. obs.
	89	vic. Heim Bridge, Terminal Island	2008/K. Keane pers. comm.
	20	Sepulveda Basin Wildlife Area	2009/DSC, pers. obs.
	15	Legg Lake	2009/DSC, pers. obs.

<sup>1</sup> Possibly many more nests, including different species, just north of parking lot site at Malibu. An apparently large colony of Great Egrets at Legg Lake in South El Monte observed on Google Maps aerial image but not confirmed in field (DSC pers. obs.).

<sup>2</sup> Possibly also nests at Malibu Country Mart, in a grove of tall eucalyptus north of the parking lot, based on whitewash and juveniles in the area in fall, 2009 (DSC pers. obs.).

Most of these colonies have become established within the past 10 years (K. L. Garrett, Los Angeles County Breeding Bird Atlas, unpubl. data), following a similar pattern of recent expansion in San Diego County and Orange County. Additional colonies undoubtedly exist in Los Angeles County, particularly on golf courses and around reservoirs that are off-limits to the general public. We also have more detailed maps of nesting and roosting areas, as well as photos of some of these locations.

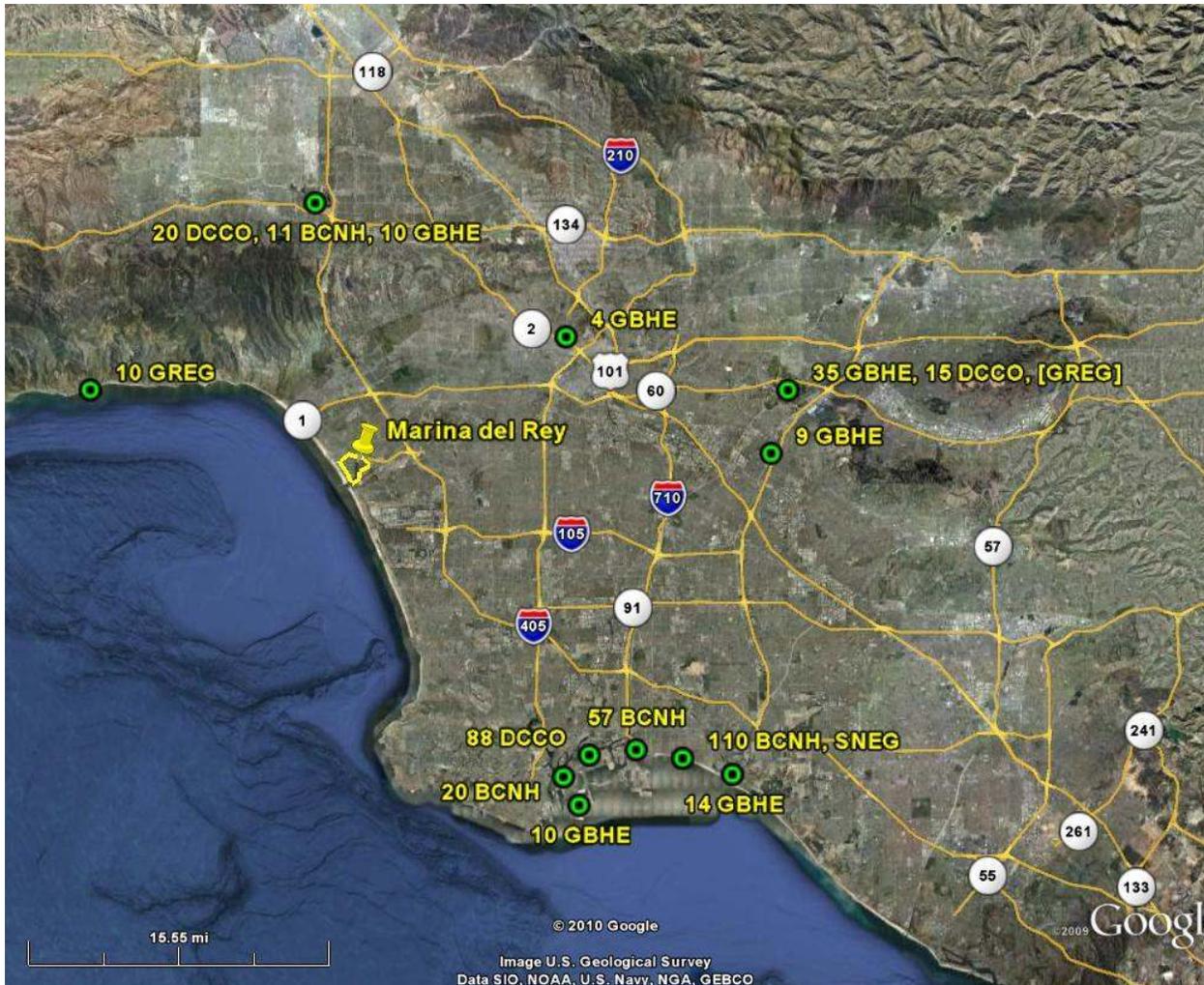


Figure 1. Locations and approximate numbers of pairs at known nesting colonies of Double-crested Cormorants (DCCO), Great Blue Herons (GBHE), Great Egrets (GREG), Snowy Egrets (SNEG), and Black-crowned Night-Herons (BCNH) on the coastal slope of Los Angeles County in 2009.

## Information on Heronries/Rookeries in Marina del Rey, 2009

The following Table 2, below, provides summary information on the waterbird colonies that Dan and I studied in Marina del Rey during 2009.

**TABLE 2: NESTING SUMMARY FOR COLONIAL HERONS, EGRETS, AND CORMORANTS IN MARINA DEL REY, 2009**

Species	Pairs (approx.)	Nesting Substrate	Main Nesting Locations
Great Blue Heron	33	palms, pines, eucalyptus	Bora Bora Way, Mariner's Village, Villa Venetia
Great Egret	5	eucalyptus, pines	Admiralty Way, Bora Bora Way
Snowy Egret	35	figus, eucalyptus, coral tree	Admiralty Way
Black-crowned Night-Heron	45	eucalyptus, ficus, melaleuca, coral tree	Admiralty Way, Marquesas Way
Double-crested Cormorant	19	cypress snags	Villa Venetia

I also saw a Green Heron at a nest in Burton Chace Park.

We did not start our surveys until the last part of May, so it's likely we missed some nests early in the season. In some cases it was not possible to determine the species responsible for certain nests, as no bird was present, but we attempted to discern between nests that were likely used in 2009 versus old nests through such cues as whitewash beneath this year's nests and cobwebs in old nests. You may not have any particular use for this information in your biota report, but I provide it in case you do have a use for it.

**NOTE:** I am going to simply copy all of the Literature Cited section into the back of this letter, rather than going through and trying to pick out just those sources cited in the following sections. I have PDF copies of most of the literature cited and would be happy to provide copies of anything listed there (if I have it).

## Information on Human Disturbance of Herons

A substantial body of research exists around the topic of human disturbance of colonial waterbirds (e.g., Parnell et al. 1988, Rodgers and Smith 1995, Carney and Sydeman 1997, Skagen et al. 2001, Naylor and Watt 2004). Nearly all studies have evaluated colonies in wilderness areas, natural parks, and other non-urban areas, and they have generally found that human intrusions near colonies adversely affect nesting birds. The impact of pedestrians is reportedly greater than the impact of vehicles, and disturbances early in the nesting season generally have greater impacts compared with disturbances later in the season. In a lengthy and detailed commentary, however, Nisbet (2000) discussed various lines of evidence indicating that nesting waterbirds generally tolerate various forms of disturbance in

areas where humans are regularly present without posing an immediate threat of harm. He argued that previous studies and overviews concerning putative human disturbance of nesting colonial waterbirds generally lacked scientific rigor, and one of his conclusions was that, "Contrary to prevailing opinions, there is little or no scientifically acceptable evidence that gulls or herons are substantially affected by human disturbance."

In a study by Grubb (1979), existing noise levels were measured in a large mixed species heron rookery in St. Paul, Minnesota. As summarized on Page 53:

A small plane then flew over the rookery at elevations ranging from 150 to 800 feet above the ground. Calculated maximum noise levels from this plane were 9 dBA greater than calculated existing maximum noise levels from aircraft and 20 dBA greater than measured existing maximum noise levels. There was no response from the nesting birds to either the increased noise levels or the presence of the aircraft. The fact that these birds are currently residing in an urbanized environment may have resulted in their habituation to noise disturbances.

Traut and Hostetler (2003) reported significantly less alert/fleeing behavior for Great Blue Herons and other waterbirds along developed versus undeveloped shorelines in central Florida, indicating habituation to human presence.

The Great Blue Heron colonies of southern coastal British Columbia have been the subject of the most detailed studies and ongoing monitoring programs anywhere on the Pacific coast of North America<sup>3</sup>. Vennesland (2000) was the first to show experimentally that herons habituate to non-threatening human activity near breeding areas through the season (i.e, herons become more difficult to disturb as the nesting season wears on, presumably reflecting increased investment of time and resources toward nesting). This had been suggested earlier by Vos et al. (1985), who studied Great Blue Heron response to human disturbance in Colorado.

Vennesland (2000) and Vennesland and Butler (2004) studied the effects of disturbances from humans and predators (mainly Bald Eagles *Haliaeetus leucocephalus*) at 35 Great Blue Heron breeding colonies in the Vancouver area during 1998 and 1999. As noted by Vennesland (2000:82), "Most colonies were located away from roadways, so the dominant form of human disturbance at heron colonies was therefore of a pedestrian nature." Breeding abandonment accounted for 96% of the variation in productivity among colonies, and was due to eagle disturbance and, to a lesser degree, human disturbance. The level of response varied significantly among colonies, indicating different perceptions of risk, and varied significantly with the level of urbanization near colonies. Only a few episodes of nest abandonment were identified as being human-caused, or were indirectly related to novel human activities near colonies:

[Colony 10] was disturbed by chain sawing and lawn mowing on 31 March, 6 April and 27 May, 1999, and breeding herons abandoned the site for the remainder of the season when

---

<sup>3</sup> See, for example: <http://www.stanleyparkecology.ca/programs/conservation/urbanWildlife/herons/monitoringReports/SPHeronryReport2008.pdf>

heavy land-clearing machinery was operated within 50m of the colony edge on 30 June. Novel human disturbance was indirectly linked to the abandonment of one colony in 1998 (Colony 33, Appendix 1) and one colony in 1999 (Colony 4, Appendix 1). A golf course was built within 100m of Colony 33 in 1996 and 1997, and this event was followed by colony abandonments in 1997 and 1998 (directly linked to eagles in 1998). At Colony 4 in 1999, the cutting of trees occurred within 50m of the colony edge in the week prior to the abandonment of the colony, although this event was not directly observed, and eagles attacked the colony closer to the date of abandonment. Two other novel disturbances were documented, but the original response of the herons to the disturbance was not witnessed. Propane powered bird scare devices were set up within 100m of Colony 14 in 1999, and dike repairs were conducted within 100m of Colony 27 in 1998. In both cases the herons apparently habituated to these repeated and mechanical disturbances because they continued to breed after these events. Apart from Colony 10, no nest abandonment due directly to human disturbance was documented. Other human disturbances that had no obvious impact, beyond provoking a response from herons, included gunshots (n=3), a rock concert, and low flying planes (n=2). (Vennesland 2000:32).

Discussing a more focused investigation of the effects of human pedestrians upon ten Great Blue Heron nesting colonies in the same part of British Columbia, Vennesland (2000:70) reported that the herons at one colony “never responded to any human disturbance, presumably due to the continuous human presence below and around the colony.”

All of the waterbird colonies at Marina del Rey are located near busy roads, apartment complexes, and other distinctly urban features, and the area lacks Bald Eagles or other comparable predators on adult or nestling tree-nesting waterbirds. Thus, conditions at Marina del Rey are much different than the typical conditions in British Columbia or in most other areas that have been selected for scientific evaluation of disturbance effects upon waterbird colonies.

A thorough review of the literature shows that the great majority of studies have examined the typical situation of people influencing bird behavior at nesting colonies outside of urban areas. For example, Carney and Sydeman (1997) “reviewed 64 published investigations concerning effects of human disturbance on nesting colonial waterbirds” and identified “three main categories of human disturbance”: scientific investigators, ecotourists, and recreators. In addition to several pointed criticisms of their review by Nisbet (2000), we note that the categories identified by Carney and Sydeman make sense only because the studies in their review were limited to evaluating disturbances resulting from people intruding upon largely natural areas. The inclusion of urban-adapted colonies would necessitate identification of a fourth category of potential human disturbance, from people going about their normal business in an urban setting. As discussed by Nisbet (2000), there is no reason to suspect that such routine, non-threatening activities represent significant sources of disturbance to urban-adapted colonies (at least not in coastal southern California, where such colonies are generally thriving and proliferating, and where such serious heron predators as Bald Eagles are absent).

In San Diego County, Unitt (2004) noted that “the Great Blue Heron has become thoroughly integrated into the domesticated environment. Many colonies are directly over places heavily trafficked by people, the nesting birds being indifferent to human activity

below.” With respect to the Black-crowned Night-Heron, Unitt noted, “All the major colonies are in planted trees in areas heavily used by people [and] the night-herons are surprisingly indifferent to people, especially while they are foraging at night.” In a monitoring report on the Great Blue Heron colony near Villa Venetia in Marina del Rey, Keane Biological Consulting (2007) reported, “Dredging activities observed in February 2003 within 200 feet of heron nests located in pine trees west of the U.S. Coast Guard Station did not result in visible disturbances or nest abandonment.” Echoing the earlier findings of Grubb (1979), biologists from the Chambers Group (2008) found that the herons and egrets nesting along Admiralty Way in Marina del Rey “successfully breed in situations that regularly exceed 110 dB.”

Colonial waterbirds in Marina del Rey may tolerate high levels of noise and human activity associated with pedestrians, cyclists, boats, vehicles (including delivery trucks), and tall buildings because this flexibility enables them to nest in a wide variety of tree types and to forage and roost in various suitable habitats located close to their nesting trees (cf. Francis et al. 2009). It should be emphasized that these birds have necessarily habituated to various non-threatening human activities as a *precondition* of successfully colonizing Marina del Rey, where no location is far removed from routine human presence. Only the height of the trees in which the birds nest affords them effective separation from fairly constant human activity. The necessity of tolerating human activity around and below the nesting colony represents a fundamental difference between members of urban-adapted populations and individuals of the same species that breed in natural areas. Colonies in natural areas may include many members that are relatively sensitive to human intrusions, and those birds may abandon a colony to seek a more remote location if the colony experiences elevated levels of noise or human activity, especially early in the nesting season. Such relocation options are generally irrelevant to urban-adapted populations, whose members choose to nest in settings characterized by elevated levels of noise and human activity, such as parking lots, apartment complexes, and busy harbors and marinas. Birds easily disturbed by elevated levels of noise and/or human activity are unlikely to select urban nesting sites in the first place.

In natural (non-urban) areas, such as large refuges, managers typically attempt to avoid potential adverse effects of human activities upon waterbird colonies by establishing and enforcing a large “buffer zone” or “set-back” around the colony in which human activities are prohibited or strictly limited during the nesting season. For example, Vennesland (2000) recommended “a calculated set-back distance of 165m [to] protect heron colonies from pedestrian disturbance.” Not only would enforcing this type of set-back be infeasible in an urban setting, it is almost certainly unnecessary in the case of urban sites like Marina del Rey since the colonial waterbirds in question are finding food and successfully raising young despite high “background levels” of human activity. In fact, the very act of limiting non-threatening human presence around urban colonies could have the unintended consequence of causing the birds to react more strongly to the occasional—and inevitable—human intrusion than they currently do when such intrusions are routine and the birds become habituated to them. Such a scenario could lead to increased colony abandonment and reduced nesting success (see Nisbet 2000:327).

## Potential Effects of Colonial Waterbirds Upon Other Species in the Marina del Rey Area

The literature on Great Egrets, Snowy Egrets, and Double-crested Cormorants does not identify any particular cause for concern that nesting populations of these species could have adverse effects upon other species found in and around Marina del Rey. Great Blue Herons and Black-crowned Night-Herons, however, are omnivores that are known to regularly consume other birds, including terns and shorebirds, in addition to their typical diet of fish and other aquatic prey. The literature contains many references to the opportunistic feeding habits of these herons, especially those of the night-heron, and several representative examples are summarized below.

- Wolford and Boag (1971) inspected regurgitations from 96 nestling Black-crowned Night-Herons and found that 55% consisted of young birds, mainly Franklin's Gulls (*Larus pipixcan*).
- Collins (1970) reported on both the confirmed and apparent predation by Black-crowned Night-Herons of chicks belonging to Common Terns (*Sterna hirundo*) and Roseate Terns (*S. dougallii*) in New York in 1967 and 1968, including the disappearance of 33 chicks less than three days old in 1968.
- Hall and Kress (2008) evaluated the impact of Black-crowned Night-Heron predation on a restored tern colony in Maine. They found bird remains (Common Tern, Common Eider *Somateria mollissima*, gull (*Larus* sp.), and the legs of an unknown wading bird) in five out of 18 night-heron nests examined (28%). Nestling night-herons from three nests were fed tern chicks, but 92% of tern chicks known to have been eaten were fed to nestling Black-crowned Night-herons in one nest, including a degree of specialization among individual birds. No tern chicks fledged during the year of their study (1992) and night-herons were observed in the tern colony on multiple occasions. The results of this study suggest that individual night-herons within a single colony can pose a major threat to locally-nesting nesting waterbirds.
- The U.S. Fish and Wildlife Service, in a 2007 review of the Comprehensive Conservation Plan for the Seal Beach National Wildlife Refuge in northern coastal Orange County, California, stated, "The week of June 25, a great blue heron was observed taking four least tern chicks within the NASA Island colony" at the refuge.
- Marschalek (2008), reporting on monitoring of California Least Tern colonies statewide in 2007, stated, "The main predators of least terns in 2007 were unknown species, black-crowned night-herons (*Nycticorax nycticorax*) and gull-billed terns (*Gelochelidon nilotica*)." Appendix B-6 in this report indicates that Black-crowned Night-Herons were documented as taking 168 Least Tern chicks at the Bolsa Chica colony in Orange County, with Great Blue Herons taking another six tern chicks at that location. Great Blue Herons and coyotes (*Canis latrans*) together took a total of 50 chicks at the Seal Beach National Wildlife Refuge. Great Blue Herons were docu-

mented or suspected of taking small numbers of chicks at additional colonies in San Diego County.

- Marschalek (2009) reported 20 documented or likely Great Blue Heron depredations of California Least Terns and 16 by Black-crowned Night-Herons.

These cases illustrate potentially serious problems that expansion of Great Blue Heron and Black-crowned Night-Heron colonies at Marina del Rey could cause for the existing California Least Tern colony at Venice Beach, a short distance southwest of Marina del Rey, or for ongoing efforts to re-establish another listed species, the Western Snowy Plover (*Charadrius alexandrinus nivosus*), as a nesting bird on local beaches. For these reasons, and because both heron species are highly adaptable and currently increasing in abundance as breeders in the Los Angeles region (including at Marina del Rey), our draft plan allows for biologists from State or federal resource agencies to potentially intervene (e.g., through tree pruning or removal, or through removal of “problem” individuals) if monitoring of the local ecosystem indicates that such management is clearly advisable.

### **Construction Near Waterbird or Raptor Nesting Sites**

Our recommended draft policy is provided below, FYI. This draft policy is based, in large part, on construction monitoring requirements set by the California Coastal Commission for the recent Oxford Basin low-flow diversion project. You need not follow this policy, of course, but I believe that this approach is more straightforward than what you are recommending in the draft biota report and no less protective of the birds.

If an active waterbird or raptor nest is found within 300 feet of construction<sup>4</sup>, the following measures are recommended:

1. The project biologist should either possess noise-monitoring equipment or work in conjunction with a noise-monitoring consultant to measure noise levels at active nesting sites.
2. The project biologist/noise monitor should be present at all weekly construction meetings and during all activities with potential to generate noise over a threshold of 85 dB at any nest site. This includes such activities as hardscape demolition, pile-driving, and the use of chainsaws. The purpose of monitoring should be to ensure that nesting birds are not disturbed by construction related noise. Thus, the monitor should watch for any behaviors associated with noise disturbance, including flushing or other startle movements, changes in foraging or reproductive rituals, interrupted feeding of young, or nest abandonment. If any such behaviors are observed, the monitor should have the authority to stop work immediately so that measures may be taken to avoid any further disturbance.

---

<sup>4</sup> Our policy recommendation for a 300-foot setback zone is based upon what the Coastal Commission required for the Oxford Basin low-flow diversion project, but the 200-foot setback zone specified in your biota report is adequate, in my opinion.

3. As a guideline, noise levels from construction, measured at the nest, should not exceed 85 dB. Monitoring should be especially careful and intensive, and observations should be recorded in detail, when noise levels approach this level. Nevertheless, given that levels in excess of 100 dB have been recorded at heron and egret nests near Oxford Basin with no apparent adverse effects (Chambers Group 2008), there is no empirical evidence proving that 85 dB is a valid threshold above which birds nesting in an urban environment experience substantial disturbance. Still, the burden of proof should be placed upon the project proponent to demonstrate that a higher noise level can be safely tolerated. If constant, detailed monitoring of noise levels above 85 dB demonstrates that the birds show no evidence of being disturbed, construction should be allowed to continue. In such cases, the final monitoring report should contain as much detail as possible about (a) the types, intensities, and duration of noises the birds were subjected to, (b) any observations of stress behaviors in response to noises or other disturbances, and (c) the nesting success of those birds *relative to other birds in the nearby area that were not subjected to the same elevated levels of construction noise*. If it turns out that birds subjected to elevated noise levels appear to possibly experience reduced nesting success despite a general lack of evident stress behaviors, the project proponent should not be subject to any penalties, but the monitoring results should be incorporated into a revised construction monitoring policy that takes these important results into account. Without detailed monitoring of this nature, we will never know the actual thresholds at which different nesting bird species experience substantial disturbance at urban locations such as Marina del Rey.<sup>5</sup>
4. If stress behaviors are observed from nesting birds in response to any construction activity, the project biologist should be authorized to call for the implementation of such mitigation measures as sound shields, blankets around smaller equipment, mixing concrete batches off-site, use of mufflers, and minimizing or eliminating the use of back-up alarms. If these sound mitigation measures do not reduce noise levels enough to eliminate the observed stress behaviors, construction within 300 feet of the nesting trees shall cease and shall not recommence until either new sound mitigation can be employed or until nesting is complete. To the extent possible, the biologist's monitoring report should specify the sound levels at the nest at which the birds demonstrated stress behaviors.
5. Construction staging areas or equipment should not be located under any nesting trees.

---

<sup>5</sup> For the past several days I have been monitoring noise levels and potential disturbance effects of ongoing replacement of walkways at Burton Chace Park upon nesting Black-crowned Night-Herons. I have recorded  $L_{peak}$ , C-weighted measurements of up to 105 dB near active nests with no evident response from the nesting herons. Unfortunately, however, 11 of 12 active nests have been predated. Seven were predated by a Raccoon several days ago (I witnessed this, including the Raccoon sleeping in some of the nests it had predated). Then, in the past two days, four more nests became inactive, one of which had two week-old hatchlings. No construction occurred during the period when this occurred, so that was not a potential cause. The park has many American Crows, however, as well as the Raccoon and Virginia Opossum.

6. Construction employees should be prohibited from bringing pets (e.g., dogs and cats) to the construction site.
7. Any lights used during construction should be shielded downward.
8. Although these recommendations refer specifically to waterbirds and raptors (because they tend to be most sensitive to disturbance), virtually all native birds are legally protected from disturbance while actively nesting. Therefore, the biological monitor should take all necessary steps to ensure that no native bird species are disturbed by construction activities.

### **Specific Comments on the Biota Report**

Having provided what seems like potentially relevant background information, I have the following specific comments on your draft report.

Overall, I found the report to be well-researched and informative. This is particularly true with respect to the report's treatment of the Great Blue Heron and its status in Marina del Rey and the wider region. Regarding the likely response of herons and cormorants to removal of their nesting trees, I agree with your suggestion that any displaced herons will likely move to other trees in the marina. I am not as sure about the cormorants, though, because they seem to be so partial to dead and dying snags, which are not well-represented in the marina area. Dan and I take the view that the nesting cormorants showed up only recently to take advantage of an unusual condition of the dying cypress trees at this one location, and they may well not persist if that unusual condition goes away due to those trees toppling (as it appears they will in the foreseeable future).

The following text is found under the heading "Potential Impact Bio-4(a)(b)(c) Avoided: Disturbances to raptors and sensitive species of birds."

Raptors - Each of the preceding mitigation measures (Bio-1[a] - Bio-3[e]) shall expressly apply to the protection of any diurnal or nocturnal raptor, or bird of prey, and specifically species in the families Strigidae, Tytonidae, Accipitridae, and Falconidae that is listed by CDFG as *threatened or endangered, fully protected* (White-tailed Kite, exclusively), or a *Bird Species of Special Concern* (BSSC). Comparable to herons and cormorants, an active raptor nest that is located inside of the project area, and during the designated nesting season (February 1 - August 31), shall be protected by a 200-foot setback or buffer area (radial measurement). The restriction of the 200-ft setback from an active raptor nest may be suspended by the qualified biologist after he or she has confirmed that the target breeding pair has completed or otherwise concluded its nesting effort.

The heading leads a reader to believe that impacts are avoided to "raptors *and* sensitive species of birds" but the text of the measure limits protection to only those raptors regarded as sensitive. Typically, actively nesting raptors are provided with special protections regardless of whether they are regarded as sensitive species. Many raptors are, however, quite well adapted to nesting near humans, and I believe that work could be permitted to continue near a raptor nest, so long as it is properly monitored to ensure against adverse effects.

Regarding Footnote #47, I do not believe there is justification to define “qualified biologists” as those possessing a Masters degree or higher. I, myself, hold only a Bachelor’s degree in biology, but I have 22 years’ experience as a biological consultant in the local area and have published two ornithological books and numerous peer-reviewed articles. I also believe that requiring the “qualified biologist” to possess at least “10 years professional experience formally studying colonial or flocking birds” needlessly limits the pool of qualified people. How many biologists can actually demonstrate this level of specialized, formal experience studying “colonial or flocking birds”? Would the study of blackbirds qualify, and if so, why would a blackbird biologist be more qualified to conduct this work than, say, Dan Cooper or Richard Erickson? I believe there is value in defining what qualifies one to perform this work, but I also believe there should be clear justification for ruling out biologists who have extensive experience with similar types of work in the local area and wider region.

### **Summary & Conclusion**

Thank you for the opportunity to provide this review. If you have any questions, or wish to discuss any items, please call me at 562-477-2181; you may send e-mail to [robb@hamiltonbiological.com](mailto:robb@hamiltonbiological.com).

Sincerely,



Robert A. Hamilton  
President, Hamilton Biological, Inc.  
<http://hamiltonbiological.com>

attachments: Literature Cited

## Literature Cited

- California Department of Fish and Game, Natural Diversity Data Base. 2009a. Search report dated 9 July 2009 for the Venice, Beverly Hills, Hollywood, Inglewood, Torrance, and Redondo Beach USGS quadrangles.
- California Department of Fish and Game, Natural Diversity Data Base. 2009b. Special Animals. List dated July 2009.
- California Department of Fish and Game, Natural Diversity Data Base. 2010. Special Vascular Plants, Bryophytes, and Lichens List. List dated January 2010.
- Carney, K. M., and Sydeman, W. J. 1999. *A review of human disturbance effects on nesting colonial waterbirds*. *Waterbirds* 22:68–79.
- Chambers Group. 2008. *Results of the Baseline Breeding Bird Nesting Survey and Noise Assessment for the Los Angeles County Department of Public Works Oxford Basin Low Flow Diversion Project Site in the City of Marina del Rey, Los Angeles County, California*. Letter report dated 29 July 2008 from Kris Alberts to Reyna Soriano, Los Angeles County Department of Public Works.
- Collins, C. T. 1970. *The Black-crowned Night-heron as a predator of tern chicks*. *Auk* 87:584–586.
- Cooper, D. S. 2005. *A duck club in L.A.? The near-death and slow recovery of the Ballona Wetlands*. California Waterfowl. June/July 2005.
- Cooper, D. S. 2006. *Annotated checklist of extirpated, reestablished, and newly-colonized avian taxa of the Ballona Valley, Los Angeles County, California*. *Bulletin of the Southern California Academy of Sciences* 105:91–112.
- Cooper, D. S. 2008. *The use of historical data in the restoration of the avifauna of the Ballona Wetlands, Los Angeles County, California*. *Natural Areas Journal* 28:83–90.
- Corey, K. A. 1992. Bird survey of Ballona wetland, Playa del Rey, CA 1990–1991. Unpubl. report (30 April).
- County of Los Angeles. 1976. *Draft Environmental Impact Report, Proposed Japanese-American Cultural Garden, Marina del Rey*. Department of Small Craft Harbors. Report dated 19 August 1976.
- Cuthbert, F. J., Wires, L. R., and McKearnan, J. E. 2002. *Potential impacts of nesting Double-crested Cormorants on Great Blue Heron and Black-crowned Night-Herons in the U.S. Great Lakes region*. *Journal of Great Lakes Research* 28:145–154.
- Dawson, W. L. 1915. *The breeding of the Snowy Egret in California*. *Condor* 17:97–98.
- Dock, C. F., and Schreiber, R. W. 1981. *The Birds of Ballona*. in R.W. Schreiber, ed. 1981. *The Biota of the Ballona Region, Los Angeles County* (Supplement I of Marina del Rey/Ballona Local Coastal Plan). Los Angeles County Natural History Museum Foundation.
- Francis, C. D., Ortega, C. P., and Cruz, A. 2009. *Noise Pollution Changes Avian Communities and Species Interactions*. *Current Biology* 19:1415–1419.
- Froke, J. B. 2007. *Marina del Rey heronry report for 2005–2006*. Report dated 1 February 2007 prepared for the County of Los Angeles Dept. of Beaches & Harbors and Lyon Capital Management, Newport Beach, CA.
- Froke, J. B. 2009. *2009 Nesting Summary for MdR P-64 & P-65*. Report dated 14 September 2009.
- Gillham, M. E. 1956. *The ecology of the Pembrokeshire Islands: V. Manuring by the colonial sea birds and mammals with a note on seed distribution by gulls*. *The Journal of Ecology* 44:428–454.
- Glenn Lukos Associates. 2006a. *Biological technical report, Parcel 9u, Marina Del Rey, California*. Draft report prepared for Woodfin Suite Hotels, San Diego, CA.
- Glenn Lukos Associates. 2006b. *Conceptual restoration plan for degraded artificial wetland associated with Parcel 9u, Marina del Rey, for the Woodfin Resort*. Report prepared for Woodfin Suite Hotels, San Diego, CA.

- Grinnell, J. 1898. *Birds of the Pacific slope of Los Angeles County*. Pasadena Academy of Sciences No. 2.
- Grinnell, J., and Wythe, M. 1927. *Directory to the bird-life of the San Francisco Bay region*. Pacific Coast Avifauna 18.
- Grubb, M. M. 1979. *Effects of increased noise levels on nesting herons and egrets*. Proceedings of the Colonial Waterbird Group, Vol. 2:49-54.
- Gumprecht B. 1999. *The Los Angeles River: Its Life, Death, and Possible Rebirth*. Johns Hopkins University Press, Baltimore, MD.
- Hall, C. S., and Kress, S. W. 2008. *Diet of nestling Black-crowned Night-herons in a mixed species colony: Implications for tern conservation*. The Wilson Journal of Ornithology 120:637-640.
- Hess D. C., Lu, W., Rabinowitz, J. D., and Botstein, D. 2006. *Ammonium toxicity and potassium limitation in yeast*. PLoS Biology 4(11).
- Harkinezhad, T., Geens, T., and Vanrompay, D. 2009. *Chlamydophila psittaci infections in birds: A review with emphasis on zoonotic consequences*. Veterinary Microbiology 135:68-77.
- Keane Biological Consulting. 2007. *Terrestrial biological survey report and impact analysis, Fisherman's Village Dock and Marina Project, Marina Del Rey, Los Angeles, California. February 27th, 2007 Field Survey*. Revised report dated 19 July 2007 prepared for Coastal Resources Management, Inc.
- Los Angeles Audubon Society. 2009. *Guide to Bird-friendly Tree and Shrub Trimming and Removal*. Booklet published online at [http://losangelesaudubon.org/images/stories/pdf/ttg-english\\_2010-2-08\\_delange-rev.pdf](http://losangelesaudubon.org/images/stories/pdf/ttg-english_2010-2-08_delange-rev.pdf).
- Marschalek, D. A. 2008. *California Least Tern breeding survey, 2007 season*. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Program Report, 2008-01. Sacramento, CA. 24 pp. + app.
- Marschalek, D. A. 2009. *California Least Tern breeding survey, 2007 season*. California Department of Fish and Game, Wildlife Branch, Nongame Wildlife Program Report, 2009-02. Sacramento, CA. 23 pp. + app.
- Meier, T. I. 1981. *Artificial nesting structures for the Double-crested Cormorant*. Technical bulletin. No. 126. Wisconsin Department of Natural Resources, Madison, WI. 12 pp. <http://digital.library.wisc.edu/1711.dl/EcoNatRes.DNRBull126>.
- Naylor, B., and Watt, B. 2004. *Review of the forest management guidelines for Bald Eagles, Ospreys, and Great Blue Herons in Ontario*. Draft report dated 31 July prepared by the Ontario Ministry of Natural Resources, Northeast and Southern Science and Information Sections, North Bay, Ontario, Canada.
- Nisbet, I. C T. 2000. *Disturbance, habituation, and management of waterbird colonies*. Waterbirds 23:312-332.
- Parnell, J. F., Ainley, D. G., Blokpoel, H., Cain, B., Custer, T. W., Dusi, J. L., Kress, S., Kushlan, J. A., Southern, W. E., Stenzel, L. E., Thompson, B. C. 1988. *Colonial waterbird management in North America*. Colonial Waterbirds 11:129-169.
- Rodgers, J. A., Jr., and Smith, H. T. 1995. *Set-back distances to protect nesting bird colonies from human disturbance*. Conservation Biology 9:89-99.
- Salisbury, F. B., and Ross, C. 1969. *Plant physiology*. Wadsworth, Belmont.
- Schreiber, R. W., and Dock, C. F. 1980. *The birds of the bird conservation area, Marina del Rey, Los Angeles County*. Report to Department of Small Craft Harbors, County of Los Angeles, Marina del Rey, CA.
- Skagen, S. K., Melcher, C. P., and Muths, E. 2001. *The interplay of habitat change, human disturbance and species interactions in a waterbird colony*. American Midland Naturalist 145:18-28.
- Traut, A. H., and Hostetler, M. E. 2003. *Urban lakes and waterbirds: Effects of development on avian behavior*. Waterbirds 26:290-302.
- Unitt, P. 2004. *San Diego County bird atlas*. Proceedings of the San Diego Society of Natural History No. 39.

- U.S. Fish and Wildlife Service. 2007. Seal Beach National Wildlife Refuge Comprehensive Conservation Plan, Comments from the Wildlife and Habitat Management Review held June 26, 2007. Four-page report published online: <http://www.fws.gov/sandiegorefuges/new/ccp3/pdf/WHMR%20Summary.pdf>.
- Vennesland, R. G. 2000. The effects of disturbance from humans and predators on the breeding decisions and productivity of the Great Blue Heron in south-coastal British Columbia. M.S. Thesis dated December 2000, Department of Biological Sciences, Simon Fraser University.
- Vennesland, R. G., and Butler, R. W. 2004. *Factors influencing Great Blue Heron nesting productivity on the Pacific coast of Canada from 1998 to 1999*. *Waterbirds* 27:289–296.
- von Bloeker, J. C. 1943. *The fauna and flora of the El Segundo sand dunes: Birds of El Segundo and Playa del Rey*. *Bulletin of the Southern California Academy of Sciences* 42:1–30 (Part 1) and 90–103 (Part 2).
- Vos, D. K., Ryder, R. A., and Graul, W. D. 1985. *Response of breeding Great Blue Herons to human disturbance in northcentral Colorado*. *Colonial Waterbirds* 8:13–22.
- Weseloh, D. V., and Brown, R. T. 1971. *Plant distribution within a heron rookery*. *American Midland Naturalist* 86: 57–64.
- Wiese, J. H. 1978. *Heron nest-site selection and its ecological effects*. Pp. 27–34 in *Wading Birds* (A. Sprunt IV, J. C. Ogden, and S. Winckler, eds.). National Audubon Society Research Report 7, New York, NY.
- Willett, G. 1933. *A revised list of the birds of southwestern California*. *Pacific Coast Avifauna* 21.
- Wolford, J. W. and Boag, D. A. 1971. *Food habits of Black-crowned Night Herons in southern Alberta*. *Auk* 88:435–437.

## MEMORANDUM

DATE: March 16, 2010

TO: Peter D. Zak, Lyon Realty Advisors, Inc.

FROM: Richard A. Erickson, LSA Associates, Inc.

SUBJECT: Review of Villa Venetia Biological Studies

I have reviewed the manuscript that Dr. Jeffrey Froke sent to me last Friday. This is the completed biota portion of the Mitigated Negative Declaration submittal document for Marina del Rey Parcel 64, the Villa Venetia Apartment rehabilitation project.

I believe the document adequately analyzes the planned project's potential impacts on nesting great blue herons (*Ardea herodias*) and double-crested cormorants (*Phalacrocorax auritus*), and recommends avoidance and mitigation measures that should result in no disturbance to these birds. However, I do have a few recommendations that should serve to strengthen the report.

As I understand it, anything concerning urban nesting herons in Marina del Rey, or anywhere in coastal southern California, is highly controversial and subject to considerable scrutiny. Therefore, a document such as this should fully consider all relevant information and make no attempt to avoid certain issues. To do otherwise would only play into the hands of project opponents who would seize upon these perceived inadequacies. For this reason, I believe a more complete acknowledgement of several issues would actually work in the project's favor.

This applies primarily to the cormorant. It should be made clear that the birds nesting at Villa Venetia are the only ones known to have nested in the Marina del Rey area. I believe the fact that the cormorant is a former California Species of Special Concern and still on the California Department of Fish and Game's (CDFG) Watch List should be acknowledged in the Environmentally Sensitive Habitat Areas (ESHA) discussion of rarity and not left to the discussion under Question (f) later in the document. Also, although a lot of literature is cited from elsewhere on the continent, there is no mention of specific California studies such as those by H. R. Carter et al. (1992, Breeding Populations of Seabirds in California, 1989–1991, unpublished United States Fish and Wildlife Service report, Dixon; 1995, Population Size, Trends, and Conservation Problems of the Double-Crested Cormorant on the Pacific Coast of North America. *Colonial Waterbirds* 18 [Special Publication 1]: 189–215).

Also, according to the maps I have seen, the Villa Venetia site is bordered on two sides by Los Angeles County's Special Ecological Area (SEA) # 29, not just on the side along the Ballona Creek channel. Apparently no buffers have been designated for this SEA.

Not related to any appearance of biased information is the lack of a map showing heron nesting sites around Marina del Rey. Although nest site distribution is discussed to some extent in the text, a map would serve well to show that the Villa Venetia birds represent a small fraction of the Marina del Rey population. I understand a complete summary of this is to be included in the County's *Conservation and Management Plan for Marina del Rey*, scheduled to be released this week. Perhaps this

information is included in Figure 17 of the Califauna report, which I have not seen. Also, perhaps the figure makes clear the whereabouts of “BWA Area A” and “Northside,” locations that might otherwise be lost on readers not already familiar with these designations.

I noticed a few other apparent factual lapses in the report. Under the heading *Population Increases in Double-crested Cormorants*, Hatch and Weseloh appear to be misquoted (slightly) from their account in the *Birds of North America* series, cited elsewhere in the Califauna report but not here. In the discussion under Question (f), the great blue heron is erroneously referred to as a former California Species of Special Concern. Footnote 32 concerning CDFG’s description of sensitive species is more authoritative than I believe is warranted. Although this interpretation may be correct, it is not a widely used definition. Under the heading of *Suitability of Parcel 64 to Nesting Herons*, two factors are mentioned, but then three are listed. In Table A, I believe “special-status species” should be referred to rather than “sensitive species.” Also in Table A, the non-monitoring period should begin on September 1, not September 15.

In summary, I believe the report correctly focuses on the issue of ESHAs and makes a convincing argument against that designation in this situation. Some of the discussion above may help in that effort. Regardless of the ESHA issue, the report provides clear measures that should ensure that no impacts are brought upon nesting herons or cormorants.



## **Bloom Biological, Inc.**

Research | Consulting | Conservation

March 13, 2010

Jeffrey B. Froke, Ph.D.  
Consulting Ecologist  
3158 Bird Rock Road  
Pebble Beach, CA 93953

Dear Dr. Froke:

As per your request, I have reviewed Lyon Company's draft submittal document to Los Angeles County entitled MdR Parcel 64: Biotic Resources Section (MND) that is dated March 9, 2010. The document specifies proposed mitigation efforts for Great Blue Herons and Double-crested Cormorants that nest directly adjacent to a Marina del Rey building renovation and that might be disturbed by project activities. To this end, I find all of the following avoidance, mitigation and conservation efforts offered by you to be prudent, standard and typical within our profession, and that the proposed renovation work should result in no nest failures. These measures include:

- (1) Nesting herons and cormorants will be protected by avoiding the nesting season; however, exterior rehabilitation work may take place during the nesting season only if pre-project surveys confirm that all nests are outside of stated buffers; and, interior rehabilitation sites where birds might see into 3rd floor will be separated from the outdoors by opaque barrier maintained throughout the nest period;
- (2) The buffer distance for work from heron and cormorant nests will be 200 feet; the buffer distance to raptor nests (all species) will be 200 feet; and to the nests of 'sensitive birds' other than raptors will be 100 feet;
- (3) A qualified biologist will be responsible and available for all bird surveys, and will ensure full compliance with mitigation measures and reporting at all times;
- (4) Pre-work surveys for nesting birds will start at least 30 days out from the planned start of rehabilitation, should that work be necessary during the nest period;

13611 Hewes Avenue  
Santa Ana, CA 92705  
telephone | 714.544-6147  
facsimile | 714.832-4414  
e-mail | [phbloom1@aol.com](mailto:phbloom1@aol.com)



## **Bloom Biological, Inc.**

Research | Consulting | Conservation

- (5) Pre-work and work period bird surveys and monitoring as required per the preceding item 4 shall be accomplished at least weekly;
- (6) Sensitive bird species and raptors will receive the same mitigation and protection measures as for herons and cormorants, but for differing buffer distances (above);
- (7) Active nests that appear inside of buffer areas during nest season shall cause postponement of planned work until cleared by the qualified biologist; however, birds that show up to nest inside of setback areas when rehabilitation work is already underway shall not cause postponement, and work will continue;
- (8) Project contractors and managers will be informed about the sensitivity of nesting birds and the reasons for work restrictions, crew postings will be made, and instruction concerning, e.g., conservation procedures and bird identification will be given to crews;
- (9) Certain exterior wall work like painting and placement of siding that is facing an active heron, cormorant, raptor or sensitive species nest shall be withheld until after the nest season;
- (10) Standard orange construction fencing shall be installed to notify crews and protect the nest trees of herons, cormorants, and raptors; and flagging will be properly set to notify the presence and location of sensitive birds species nests in existing landscaping and shrubs.

The following additional points summarize my opinion on the project and its bird-oriented mitigation measures, as these have been described to me in the referenced MND document:

- (A) The temporary nature of the work, preservation of all documented nesting trees, and the result that there would be no substantial ongoing effects or significant disruption of habitat values associated with heron or cormorant nesting on the site, plus consideration of the growing number of heron nesting sites in the marina puts the potential temporary loss of onsite nesting sites in perspective;
- (B) The proposed mitigation measures will ensure (a) that there will be no construction impacts which would significantly degrade the existing habitat values, and (b) compliance with state and federal conservation

13611 Hewes Avenue  
Santa Ana, CA 92705  
telephone | 714.544-6147  
facsimile | 714.832-4414  
e-mail | [phbloom1@aol.com](mailto:phbloom1@aol.com)



## **Bloom Biological, Inc.**

Research | Consulting | Conservation

regulations;

- (C) The project is doing all that is reasonably possible to ensure that Double-crested Cormorants and Great Blue Herons that may elect to nest on the site once construction is underway, will be protected from significant disruption or degradation of habitat values; and,
- (D) Given the onsite history of these species and their demonstrated adaptability to the presence of humans and development across the marina, the proposed activities -- with all proposed mitigation measures -- will not significantly disturb or disrupt the species on either a short- or long-term basis.

Should you have any further questions, please do not hesitate to call me. Best of luck with your project, especially as it commits to protection of nesting cormorants, herons, raptors, and sensitive bird species.

13611 Hewes Avenue  
Santa Ana, CA 92705  
telephone | 714.544-6147  
facsimile | 714.832-4414  
e-mail | [phbloom1@aol.com](mailto:phbloom1@aol.com)

Sincerely,

A handwritten signature in cursive script that reads "Peter H. Bloom". The ink is dark and the signature is fluid and legible.

Peter H. Bloom  
Zoologist

March 18, 2010

Peter Zak  
Lyon Realty Advisors, Inc.  
4901 Birch Street  
Newport Beach, CA 92660

**Subject: Review of Villa Venetia Biological Assessment**

Dear Mr. Zak,

I have read the biological resources section of the Mitigated Negative Declaration (MND) for the proposed rehabilitation of the existing Villa Venetia apartment complex (also identified as Parcel 64) in Marina del Rey. For background on this issue, I also read the "Report on the Marina del Rey Heronry: Heron Use of Parcel 64 during 2008" report, authored by Jeffrey B. Froke. The following are my comments and recommendations regarding the biological resource discussion associated with the above project.

First of all, I feel that this assessment is thorough, well-researched and analyzed, objective and provides basic common sense. I fully concur with the assessment that has been provided, related to the potential for this site to be an "environmentally sensitive habitat area" or a coastal "Sensitive Environmental Resource." I also would agree with the evaluation of current population trends in the southern California coastal region for Great Blue Heron (*Ardea herodias*)(GBHE) and Double-crested Cormorant (*Phalacrocorax auritus*)(DCCO), as well as their general adaptability and tolerance to disturbance associated with human-altered, and developed landscapes. Although rookeries/heronries are often afforded extra protection due to their importance to colonial-nesting species such as these, the status of these birds specifically at Parcel 64 would certainly not be considered unique or significant in terms of their location, population size, species make-up, or importance to the adjacent natural community (e.g., the Ballona Wetlands Reserve). Having personally been contracted by the County of Los Angeles, Department of Harbors and Beaches, in 2004, to conduct surveys for nesting herons and egrets on county-maintained properties within Marina del Rey, I know that there is no shortage of potential nesting habitat for these particular colonial-nesting species in this general area. I fully concur with the conclusion that the proposed project will not have any significant effects on the local or regional populations of either GBHE or DCCO.

I feel the most important issue associated with the proposed rehabilitation of the Villa Venetia complex would be to avoid potentially significant impacts to active nests of GBHE and DCCO. According to the Migratory Bird Treaty Act, of course, this would apply to all projects that have the potential to impact active nests of any bird species native to North American. However, with the more "high profile" species, such as GBHE, DCCO and raptors, these often seem to receive more scrutiny, regardless of the fact that the MBTA does not differentiate between species as far as the degree of nest protection they are to be afforded. In this regard, I feel that the MND does adequately address the potential for the proposed project to disrupt active nests of GBHE

and DCCO. It then also provides appropriate avoidance and minimization measures that would be expected to mitigate potential disruptions from the project on these nests.

There are only two comments I might have on this MND's discussion of the project's potential for impacts on biological resources, and associated mitigation measures. First, I'm not sure I understand all discussions that relate to "sensitive species," or more precisely what are the apparently different meanings associated with this term. I do concur with the definition that is provided as to what constitutes a "sensitive species" by the resource agencies [as provided in Section (f), on pages 11 and 12 of 19 of the MND]. However, in Table A, and Mitigation Measures Bio-2(a) and Bio-3(a), the use of the term "sensitive species" does not seem to always be consistent to me. There seems to be a distinction between what is referred to as a sensitive species (no quotation marks) and what is considered a "sensitive species," but I do not follow the apparent distinction as used in context. After the MND seems to make it clear that GBHE and DCCO are not officially designated sensitive species by the resource agencies (with which I would concur), it later seems to refer to them as sensitive species, by context (in Table A, and apparently in the two mitigation measures identified above). For example, in Table A, under Monitoring, what is the distinction between those sensitive species (no quotation marks) that would have a 100-foot buffer for active nests, and those that are "official" CDFG-recognized "sensitive species" that would have a 200-foot buffer? Mitigation Measure Bio-2(a) then refers to "sensitive species" (with quotation marks) as those that are defined as sensitive by CDFG, but then states these would have a 100-foot setbacks from active nests, "as opposed to 200 feet for herons and cormorants." In my mind there seems to be an inconsistency here. Also, the MND should possibly explain why there would be a 200-foot buffer for herons, cormorants or raptors, versus only 100 feet for a CDFG-recognized sensitive species. The 200-foot buffer does seem appropriate for raptors, even though any raptor species that would have potential to nest in Parcel 64 would not likely be a true sensitive species, in terms of resource agency recognition. I assume that the 200-foot buffer for GBHE and DCCO is a "good faith effort" for these species, since they are the subject of primary concern by certain parties.

Lastly, it may be appropriate to add a mitigation measure (or sub-measure) that addresses the situation if a nest is determined to have been initiated *after* exterior work has begun. In such a situation, there may be some concern if a "new and significant" type of construction-related activity is initiated where there are active nests less than 200 feet from the impact. It's understood that birds can become habituated to certain activities, and would potentially begin a nest relatively close to construction activity after the construction work had begun. However, if a new and more significant level of construction (such as that introducing heavy equipment or significant noise for the first time), it is possible this might result in disruption to nesting activities. In such cases, it might be prudent to have a qualified biologist present during the initiation of any new and significant type of construction activity, to ensure that the birds are not being adversely disturbed, or showing evidence of potentially abandoning nest sites. As I'm not familiar with the type of construction activities that may be associated with the rehabilitation work of Villa Venetia, it is quite possible that this scenario would be unlikely.

In conclusion, thank you for the opportunity to review and comment on this project. Overall, I feel confident that the measures provided in the MND will adequately ensure that there would be no significant disturbance to any active GBHE or DCCO nests in Parcel 64, and that the project would not disrupt the local heronry.

Sincerely,

A handwritten signature in blue ink that reads "Doug Willick". The signature is written in a cursive style with a blue ink color.

Doug Willick  
Wildlife Biologist

# **APPENDIX “M”**



June 22, 2010

Mr. Tim Paone  
**THEODORA ORINGHER MILLER & RICHMAN PC**  
535 Anton Boulevard, Ninth Floor  
Costa Mesa, California 92626-7109

**RE: PHASE I HISTORIC RESOURCES ASSESSMENT 13900 FIJI WAY (VILLA VENETIA), MARINA DEL REY, LOS ANGELES COUNTY, CALIFORNIA**

Dear Mr. Paone:

In June 2010, PCR Services Corporation performed a phase I historic resource assessment of the multi-family housing property located at 13900 Fiji Way (Villa Venetia) within the unincorporated County of Los Angeles community of Marina del Rey. The property was designed during two phases by architects Gilbert Griffin (1963) and Abraham Shapiro and Associates (1968). PCR conducted an independent historic architectural evaluation to assess the potential significance of the property against applicable federal, state and local criteria. The architectural evaluation included an intensive pedestrian site survey of the subject property, an archival records search for known historical resources in the project vicinity, and follow-up architectural research sufficient to evaluate the building within the broader architectural context of Marina del Rey. The evaluation was conducted by Principal architectural historian, Margarita Wuellner, Ph.D., and Senior Architectural Historian, Jon L. Wilson, M.Arch, who both meet and exceed the Secretary of the Interior's professional qualifications standards in history, architectural history, and historic architecture.

The results of this phase I investigation were prepared in a letter format. Following the project description, information on the historical and architectural background is addressed briefly. The phase I findings are provided below, including an assessment of integrity and evaluation of significance based upon our research and findings to date.

Per your request, PCR is currently in the process of preparing a historic resources technical report for the subject property. The technical report will develop the identified themes and periods of significance associated with the property, provide biographical information on the architects, and present the final results of the historic resources assessment along with the appropriate photographic and written documentation.

**SITE AND PROJECT DESCRIPTION**

The 6.39 net-acre, approximately triangular-shaped project site is located at 13900 Fiji Way (Parcel 64) in the coastal community of Marina del Rey, an unincorporated area of the County of Los Angeles. The site is currently developed with the Villa Venetia apartment complex, which was developed between 1964 and 1969 at the terminus of Fiji Way. The existing apartment units consist of approximately 224 studio, one, two, and three bedroom units contained within four three-story buildings. Two of the four existing apartment buildings sit atop a podium formed by a single-level semi-subterranean garage while the other two apartment buildings are on-grade. In addition, the site contains a two-story clubhouse/office, a utility building, two swimming



pools, and a paddle tennis court. The site has a building footprint of 98,309 square feet, with a total building area of approximately 292,808 square feet. The architecture of the buildings generally consists of wood-frame stucco buildings.

The proposed project consists of rehabilitating, without demolition, the existing Villa Venetia apartment complex.

### **HISTORICAL BACKGROUND<sup>1</sup>**

Marina del Rey was once part of the Ballona Creek Wetlands that covered the coastal area between present-day Venice and Playa del Rey. The vast wetlands were once home to thousands of migratory birds and attracted few people other than duck hunters. By the late nineteenth century developers gained interest in the wetlands hoping to convert it into a commercial harbor. After one failed attempt at development, a 1916 determination made by the U.S Army Corp of Engineers declared that the wetlands was not suited for development of a harbor.

Revisited again during the 1930s, both the United States Congress and the Los Angeles County Board of Supervisors authorized studies to determine the compatibility of the wetlands for use as a harbor. Eventually, the future Marina del Rey was determined less than desirable and construction began in San Pedro to construct the primary harbor to serve Los Angeles. Finally, in the years following World War II, the U.S Army Corp of Engineers approved the construction of a marina. Marina del Rey became an authorized federal project under the Omnibus Bill, Public Law 780, signed by President Eisenhower in 1954. Construction of the navigational features of the marina began in December 1957 as a joint Federal-County project, and the entrance channel jetties were completed in November 1958. A permanent breakwater was constructed and completed in January 1965 to protect the marina from wave action, particularly during winter storms. Formal dedication of the marina was held on April 10, 1965.

In discussions with the U.S. Army Corps of Engineers, local interests requested provision by the U.S. of a harbor for small craft as part of a comprehensive park and beach development including recreational boating facilities, emphasizing the need for adequate facilities for small craft in the Santa Monica Bay area and nearby districts. The Board of Engineers for Rivers and Harbors subsequently concurred that a need existed for a harbor with an ultimate capacity of 8,000 small craft in the vicinity of Playa del Rey, and agreed benefits would accrue to local interests from the use of the area as a park facility.

According to “The Urban Marina: Managing and Developing Marina del Rey,” the county proposed to meet its obligations by a resolution submitted to the electorate on November 6, 1956, which voters approved

---

<sup>1</sup> Excerpted from Helga Gendell, “Looking back at how the Marina was created: Part IV,” The Argonaut, Monday, June 21, 2010, last modified Wednesday, April 21, 2010, [http://www.argonautnewspaper.com/articles/2010/04/22/columns/helga\\_gendell/hgprt](http://www.argonautnewspaper.com/articles/2010/04/22/columns/helga_gendell/hgprt), accessed June 21, 2010.



by a two-to-one margin. In addition to bonds, the Board of Supervisors allocated \$15 million from the county general fund for land purchases and borrowed \$2 million from the State of California. Since bond obligations were to be met by rents from concessions in the marina, the profitability and stability of potential uses became a major concern in the economic feasibility study conducted by county consultant Coverdale and Colpitts. The consultant found the most successful marinas were developed in proximity to heavily populated urban areas, which became a basic factor in justifying the suitability of the Los Angeles area for supporting a marina. Recommended marina facilities included ship chandlers, ship brokers, small boat repair yards, clubs, fuel stations, launching areas, and cabanas and trailer-cabana. The consultant did not consider residential developments as a potential use in the project.

After the engineering work on the marina channel was completed and the procedures for issuing revenue bonds were established, the main focus became site leasing. In December 1959, the County Board of Supervisors appointed Victor Gruen Associates to develop a land use plan for the marina that could be used as a guide for soliciting and evaluating lease bids. Gruen developed the plan to allocate revenue-producing uses including the option of building apartments on some parcels. The document detailed the parceling of land a related the uses to one another with respect to circulation and density. As in the case of Coverdale and Colpitts, the primary goal of the Gruen design was to enhance and protect the revenue-producing capability of the marina and support the county's ability to meet its debt obligation.

All three consultants for the Marina, George Nicholson, Coverdale and Gruen Associates, recommended aesthetic standards and landscape quality be maintained by a review and approval process for any structures built. On February 23, 1960, the Board of Supervisors adopted an order appointing a Design Control Board (DCB) "to assure conformity on the part of successful bidders who may construct improvements within the Small Craft Harbor." Consisting of two architects and one businessman, the DCB was an autonomous body whose decisions could only be approved and adopted by the Board of Supervisors. On January 3, 1961, the supervisors approved and adopted the Marina del Rey "Specifications and Minimum Standards of Architectural Treatment and Construction" to establish basic design and construction criteria for the lessees who were bound by their lease agreements to accept these architectural standards (and amendments) and to acknowledge the authority of the Design Control Board over their project designs.

However, problems soon arose over the leasing procedures. There was much less competition than predicted and only three of the 13 parcels finally leased had more than one bid. The slow start was attributed to the economic recession and the fact that potential lessees were unable to obtain financing. Efforts to attract potential leaseholders led to public criticism and wide public debates on leasing policy during the summer of 1961 amidst charges the county was engaged in "give-way deals" and had changed the original master plan and bidder's manual without informing some would-be bidders. Subsequently steps were taken to address these issues including amending the bond resolution, narrowly defining the "Active Public Use" clause in the standard lease to facilitate construction of apartments and reorganizing the Design Control Board to more effectively expedite lessee development plans. The priority upon high-revenue producing facilities led to a more intensive development of residential and commercial facilities than had been anticipated originally.



This in turn transformed the marina from a small boat harbor into an intensely developed residential-commercial-recreational complex.

### **Property History**

All land and water in Marina del Rey is owned by the County of Los Angeles and is managed by the County of Los Angeles Department of Beaches and Harbors. During the development of the marina, the County entered into long-term ground leases with private developers. The leases, which extend for 40 to 60 years, cover approximately half of the 807-acre marina. The remainder of the marina is dedicated to public use for roads, dry boat storage, public boat ramps, parks, beach, parking, view piers, and bicycle paths. The subject property is located on parcel number 4224-011-901, which stretches from Fisherman's Village to the UCLA property just south of the subject property. The original two T-shaped buildings on the property were completed in 1963 and designed by architect Gilbert A. Griffin A.I.A. and Glenn M. Krebs. The circa 1968 U- and V-shaped buildings were designed by Abraham Shapiro Associates Architects, A.I.A., and are located on the south edge of the property.

### **Architects**

Gilbert Alvin Griffin appeared in the AIA Directory in 1956 and 1962. Research did not uncover any other record of Griffin's architectural practice aside from the listing in the AIA Directory. Glenn M. Krebs does not appear in the AIA Directory and may have been a designer in Griffin's office.

Abraham Shapiro appears in the 1961 and 1970 AIA Directories. He was born in Israel in 1926 and attended architectural school at the Hebrew Institute of Technology, graduating in 1950. Between 1948 and 1950, Shapiro was a Lieutenant in the Israeli Army Artillery. He received an MS degree from Columbia University in 1953. Between 1953 and 1956 he was principal and owner of the architecture firm, Abraham Shapiro & Associates in Los Angeles, California. Projects accredited to him include a medical building in the San Fernando Valley, Crest Medical Building in La Canada, the G. Fellman Residence in Encino, Mt. Royal Apartments in the San Fernando Valley, and the Oak Hills residential development in Woodland Hills. By 1970 he had formed a new practice with a partner, Krisel/Shapiro & Associates. Projects attributed to this firm include, the RCA Office Building in Los Angeles, 2500 Wilshire Boulevard in Los Angeles, and the Wilshire-San Vicente Building in Beverly Hills.

### **KNOWN HISTORICAL RESOURCES IN THE PROJECT VICINITY**

PCR conducted a records search through the California Historic Resources Inventory to determine whether there were historic resources in the project vicinity. There are no known eligible or determined eligible local, state, or federal historic districts that include the subject property. Furthermore, it appears there are no known individually designated or determined eligible historic resources in the immediate vicinity of the subject property.



## **SITE SURVEY RESULTS**

In June 2010, Senior Historian, Jon Wilson made a field visit to the project site to assess the architecture to visually examine the existing building. The building was documented in digital photographs and manuscript notes. A windshield survey of the existing conditions around the site was conducted to identify potential historic resources nearby the subject property. The evaluation of integrity involved comparison of original working drawings against existing conditions and recent contemporary aerial photography.

### **Architectural Description**

The Villa Venetia apartments include four detached multi-family residential buildings set on a highly landscaped site with scenic views of both the Marina and Ballona Creek. The buildings are typical low-rise multi-family residential structures that incorporate some detailing and components from the postwar Modern Movement in Arts and Architecture. The original two buildings completed in 1963 were designed by Gilbert Griffin. They are T-shaped with a courtyard between them located on the northeast portion of the lot. The courtyard includes a pool surrounded by grass and hedges and is divided from the marina by a tall pergola supported by thin wood columns topped with a flat roof. The three-story buildings are stucco with wood framing and have recessed balconies with floor to ceiling sliding glass doors and aluminum-frame slider windows. The roofs are flat and span to the edge of the balcony creating a covered exterior patio, while horizontal wood lath louvers screen the stairs from the exterior. There is a formal covered entrance located off the primary vehicle circulation for the property, with floor to ceiling glazed walls and far-spanning awning supported by four wood columns.

The circa 1968 buildings, designed by Abraham Shapiro Associates Architects, are located on the south edge of the property. A U-shaped building just south of the original residences continues the theme of the original plan by placing the units fronting the courtyard, which is open to the marina. A second V-shaped building, which houses the leasing offices, forms a nearly enclosed courtyard with a central pool. The 1968 improvements have a concrete floor courtyard with large rounded planters. The three story buildings are stucco with wood framing and have recessed balconies with floor to ceiling sliding glass doors and aluminum-frame slider windows. The exterior walls of the leasing office on the V-shaped building have a brick veneer. Like the original buildings, they have a flat roof that extends to the edge of the balconies creating covered patios.

The overall appearance of the existing property in comparison with the original architectural drawings indicates that the integrity of the property is high and that few alterations have been made over the years. The property retains high integrity in terms of design, materials, workmanship, feeling, and association.



## Evaluation Criteria

The subject property is in the neighborhood of Marina del Rey in an unincorporated area of Los Angeles County. The County of Los Angeles does not have a local-level historic listing designation program for historic properties. However, a Historical Landmarks and Records Commission does consider and recommend to the Board of Supervisors local historical landmarks defined to be worthy of registration by the state of California Department of Parks and Recreation, for listing on the “California Register of Historical Resources,” or as a “California Historical Landmarks,” or “Points of Historical Interest.”

PCR evaluated the existing property against the applicable eligibility criteria of the National Register of Historic Places and the California Register of Historical Resources.

To be eligible for listing in the National Register, the quality of significance in American history, architecture, archaeology, engineering, or culture must be in a district, site, building, structure, or object that possesses integrity of location, design, setting, materials, workmanship, feeling and association, and:<sup>2</sup>

**A.** That are associated with events that have made a significant contribution to the broad patterns of our history; or

**B.** That are associated with the lives of significant persons in or past; or

**C.** That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

**D.** That have yielded or may be likely to yield, information important in history or prehistory.

A property eligible for listing in the National Register must meet one or more of the four criteria defined above. In addition, unless the property possesses exceptional significance, it must be at least 50 years old to be eligible for National Register listing.

The California Register of Historical Resources (CRHR) criteria are similar to those of the National Register, after which they are modeled. To be eligible for the California Register, a historic resource must be significant at the local, state, or national level under one or more of the following four criteria:

**1.** Is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;

**2.** Is associated with the lives of persons important in our past;



3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or

4. Has yielded, or may be likely to yield, information important in prehistory or history.

A historic resource eligible for listing in the California Register must meet one or more of the criteria of significance described above and retain enough of its historic character or appearance to be recognizable as a historic resource and to convey the reasons for its significance. Historical resources that have been rehabilitated or restored may be evaluated for listing.<sup>3</sup>

### EVALUATION OF SIGNIFICANCE

The Villa Venetia located at 13900 Fiji Way does not appear eligible for listing in the National Register as an individual property or as a contributor to a district. The building does not meet the threshold of significance for national designation because it does not exemplify “the broad cultural, political, economic, or social history of the nation, state, or City” with a national level of significance. The building is not identified with any nationally significant personages or with important events. The architecture is not representative of an architectural type that has national significance. Although the subject property does have a successful site plan that frames views of the marina and of Ballona Creek, the complex is a typical example of postwar multi-family residential architecture that incorporates Modern detailing and materials, but does not include a Modern floor plan, transparency, or spatial arrangements associated with the Modern Movement in architecture. The architecture firms of Gilbert Griffin and Abraham Shapiro and Associates appear to have had successful local practices but do not meet the threshold of significance of a master builder at the national, state, or local level. The apartment complex is similar in appearance to other existing apartment buildings constructed during the 1960s within the marina. Since then, Marina del Rey has seen substantial changes including construction of new infill and infrastructure as well as redevelopment projects that have deviated in scale and treatment from the character and design intent of the original master plan, detracting considerably from the integrity of the marina as a potential historic district.

The Villa Venetia located at 13900 Fiji Way does not appear eligible for individual listing in the California Register under any of the criteria. It does not reach the threshold of significance for individual listing under Criterion 1 or 3 in the California Register, and its lack of connection to historic personages makes it ineligible at the state level for criterion 2. The building is ineligible for designation under criterion 3, as neither Griffin nor Shapiro’s career meets the threshold of significance at the state level of a master builder, or prominent or notable architect in the local or region. Finally, the property was extensively graded for the construction of the existing apartment complex. It is therefore unlikely to yield information important in prehistory or history, and is not eligible under criterion 4.

---

<sup>2</sup> “How to Complete the National Register Registration Form, National Register Bulletin,” U.S. Department of Interior, National Park Service, 1997. This bulletin contains technical information on comprehensive planning, survey of cultural resources, and registration in the National Register of Historic Places.

<sup>3</sup> California Code of Regulations, California Register of Historical Resources (Title 14, Chapter 11.5), § 4852(c).



June 22, 2010 - Page 8

The Villa Venetia does not appear eligible for listing as a contributor to a district under criteria 1, 2, or 3 of the California Register. The Villa Venetia is an intact example of a 1960s apartment complex which appears to have been designed in conformance with the architectural treatment and construction standards adopted by the Board of Supervisors for the marina and could therefore potentially be a contributor to a historic district if the marina as a whole retained the integrity and design intent of the original master plan. However, Marina del Rey has seen substantial changes over the years including construction of new infill and infrastructure as well as redevelopment projects that have deviated in scale and treatment from the character and design intent of the original master plan, detracting considerably from its integrity as a potential historic district.

#### **CONCLUSION AND RECOMMENDATIONS**

The Villa Venetia located at 13900 Fiji Way does not appear eligible for historic designation at the federal or state level. Based upon these phase I investigations, the property appears to be a highly typical example of postwar multi-family residential architecture. The design of the apartment complex incorporates some elements of Modernism, yet is not an outstanding or distinctive example of the Modern Architecture. The complex was built in two phases by local architects Gilbert Griffin and Abraham Shapiro as part of the larger 1960s development of Marina del Rey. The apartment complex is similar in appearance to other existing apartment buildings constructed during the 1960s within the marina. Since then, Marina del Rey has seen substantial changes including construction of new infill and infrastructure as well as redevelopment projects that have deviated in scale and treatment from the character and design intent of the original master plan.

It is recommended that a phase 2 historic resources technical report be prepared in order to fully document the property.

Please feel free to contact me with questions or comments regarding the above assessment.

Sincerely,

**PCR SERVICES CORPORATION**

Margarita J. Wuellner, Ph.D.  
Director of Historic Resources



**SITE PHOTOS**



V-Shaped Building (1968), view northeast



U-Shaped Building (1968), view northeast



North T-Shaped Building (1963), view northeast



South T-Shaped Building (1968), view northeast



Covered Entrance North T-Shaped Building (1963), view northwest



**REFERENCE PHOTOS**



Architect Abraham Shapiro (1969), 4727 [Wilshire Boulevard](#) and Hudson Avenue, Los Angeles, California

**PHASE II HISTORIC RESOURCES TECHNICAL REPORT**

**Villa Venetia  
13900 Fiji Way  
Marina del Rey, Los Angeles County, California 90292**

**(APN: 4224-011-901)**

Requested by

Mr. Tim Paone  
Theodora Oringher Miller & Richman PC  
535 Anton Boulevard, Ninth Floor  
Costa Mesa, California 92626-7109

Prepared by

Margarita Wuellner, Ph.D. and  
Jon Wilson, M.Arch.

PCR Services Corporation  
233 Wilshire Boulevard, Suite 130  
Santa Monica, California 90401

**July 2010**

# Table of Contents

---

	<u>Page</u>
<b>EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>I. INTRODUCTION .....</b>	<b>1</b>
A. Introduction .....	1
B. Project Site.....	1
C. Methods .....	1
<b>II. REGULATORY FRAMEWORK .....</b>	<b>5</b>
A. Federal Level.....	5
B. State Level.....	7
<b>III. ENVIRONMENTAL SETTING .....</b>	<b>11</b>
A. Historic Context.....	11
B. Historic Resources Identified.....	17
C. Evaluation of 3900 Fiji Way (Villa Venetia).....	18
 <b>APPENDICES</b>	
Appendix A: Professional Qualifications	
Appendix B: Historic Images	
Appendix C: Tax Assessor Map and Original Site Plans	
Appendix D: Site Survey Photos	
Appendix E: DPR Forms	

## LIST OF FIGURES

---

<u>Figure</u>	<u>Page</u>
Figure 1 Regional Location Map.....	3



## EXECUTIVE SUMMARY

---

In June 2010, PCR Services Corporation performed a phase I historic resource assessment of the multi-family housing property located at 13900 Fiji Way (Villa Venetia) within the unincorporated County of Los Angeles community of Marina del Rey, and determined that the property was not eligible for individual listing as a historic resource at either the state or local level. The proposed project would renovate, without demolition, the existing Villa Venetia apartment complex. The purpose of this Phase II Historic Resources Technical Report is to further evaluate whether the subject property is eligible as an individual historical resource or as a contributor to a potential historic district. This technical report fully documents and evaluates the property's history, context and significance. This report was prepared to comply with the California Environmental Quality Act (CEQA).

This historic resources assessment analyzed the subject property and the surrounding area and determined that the Villa Venetia located at 13900 Fiji Way does not appear eligible for historic designation, either as an individual resource or as a contributor to a historic district at the federal or state level. Based upon these findings, the property appears to be a highly typical example of postwar multi-family residential architecture. The complex was built in two phases by local architects Gilbert Griffin and Abraham Shapiro. The design of the apartment complex incorporates some elements of Modernism, yet is not an outstanding or distinctive example of the Modern Architecture. The apartment complex is similar in appearance to other existing apartment buildings constructed during the 1960s within the Marina. Furthermore, the primary function of the Marina was to create a boating harbor for public use. The original plan and later Gruen land use plan for the Marina adhere to the notion that the waterways and docks, not the buildings, were the primary features of the Marina that called for a cohesive integrated design and form. The varied architectural styles in the Marina were developed independently of one another, and underwent separate design reviews on a case-by-case basis. Over the years, the original appearance of the Marina has been updated with a variety of in-fill and redevelopment projects in various contemporary styles and materials, including some recent large-scale high rise projects. Based upon the research results, it appears there is no cohesive historic district in the Marina.

The Villa Venetia located at 13900 Fiji Way does not appear eligible for historic designation at the federal or state level, either as an individual property or as a contributor to a historic district. Therefore, the proposed renovation project would have no impact on historical resources.

# I. INTRODUCTION

---

## A. INTRODUCTION

In June 2010, PCR Services Corporation performed a phase I historic resource assessment of the multi-family housing property located at 13900 Fiji Way (Villa Venetia) within the unincorporated County of Los Angeles community of Marina del Rey, and determined that the property was not eligible for individual listing as a historic resource at either the state or local level. The purpose of this phase II Historic Resources Technical Report is to further evaluate whether the subject property is eligible as an individual historical resource or as a contributor to a potential historic district. This technical report fully documents and evaluates the property's history, context and significance. This report was prepared to comply with the California Environmental Quality Act (CEQA).

This report includes a discussion of the survey methods used, the jurisdictional framework for historical resources, the historic context for the project site, and the results of the historical resources assessment for the subject property and the surrounding area.

## B. PROJECT SITE

The 6.39 net-acre, approximately triangular-shaped project site is located at 13900 Fiji Way (Ground Lease Parcel 64) in the coastal community of Marina del Rey, an unincorporated area of the County of Los Angeles (see Figure 1, Regional Location Map). The subject property is located on assessor's parcel number 4224-011-901, which stretches from Fisherman's Village to the UCLA property just south of the subject property. The site is currently developed with the Villa Venetia apartment complex, which was constructed between 1964 and 1969 at the terminus of Fiji Way. The existing apartment units consist of approximately 224 studio, one, two, and three bedroom units contained within four three-story buildings. Two of the four existing apartment buildings sit atop a podium formed by a single-level semi-subterranean garage while the other two apartment buildings are on-grade. In addition, the site contains a two-story clubhouse/office, a utility building, two swimming pools, and a paddle tennis court. The site has a building footprint of 98,309 square feet, with a total building area of approximately 292,808 square feet. The architecture of the buildings generally consists of wood-frame stucco buildings.

## C. METHODS

A multi-step methodology was utilized to evaluate the potential impacts of the proposed project on historical resources located within the project vicinity to comply with CEQA. Site inspections and property history research were conducted to document and assist in assessing the existing conditions. PCR staff conducted a field inspection of the study area on June 17, 2010. The field survey utilized the survey methods of the State of California Office of Historic Preservation (OHP). The intensive level pedestrian surveys included a physical examination of the building and other properties in the area that exhibited potential architectural and/or historical associations, which were recorded through color 35mm digital photography and manuscript notes.

Site-specific research on the project site and vicinity included building permit research, newspaper articles, city directories, Sanborn fire insurance maps, historical photographs and other published sources. Ordinances, statutes, regulations, bulletins and technical materials relating to federal, state, and local historic preservation designation assessment processes and other programs were reviewed and analyzed. Potential historic resources were evaluated based upon criteria used by the National Register of Historic Places, and the California Register of Historical Resources.

This document was prepared by Margarita J. Wuellner, Ph.D., Director of Historic Resources, and Jon L. Wilson, M. Arch., Senior Architectural Historian, who meet the Secretary of the Interior's Professional Qualification Standards in history, architectural history, historic architecture, and historic preservation planning. Qualifications are provided in Appendix A.





## II. REGULATORY FRAMEWORK

---

Historic resources fall within the jurisdiction of several levels of government. Federal laws provide the framework for the identification, and in certain instances, protection of historic resources. Additionally, states and local jurisdictions play active roles in the identification, documentation, and protection of such resources within their communities.

Numerous laws and regulations require federal, state, and local agencies to consider the effects of a proposed project on historic resources. These laws and regulations stipulate a process for compliance, define the responsibilities of the various agencies proposing the action, and prescribe the relationship among other involved agencies (e.g., State Historic Preservation Office and the Advisory Council on Historic Preservation). The National Historic Preservation Act (NHPA) of 1966, as amended; the California Environmental Quality Act (CEQA); the California Register of Historical Resources (California Register); and Public Resources Code (PRC) 5024 are the primary federal and state laws governing and affecting preservation of historic resources of national, state, regional, and local significance.

The subject property is in the neighborhood of Marina del Rey in an unincorporated area of Los Angeles County. The County of Los Angeles does not have a local-level historic listing designation program for historic properties. However, a Historical Landmarks and Records Commission does consider and recommend to the Board of Supervisors local historical landmarks defined to be worthy of registration by the state of California Department of Parks and Recreation, for listing on the “California Register of Historical Resources,” or as a “California Historical Landmarks,” or “Points of Historical Interest.”

### A. FEDERAL LEVEL

#### 1. National Register of Historic Places

The National Register of Historic Places (National Register) was established by the National Historic Preservation Act of 1966, as “an authoritative guide to be used by Federal, State, and local governments, private groups and citizens to identify the Nation’s cultural resources and to indicate what properties should be considered for protection from destruction or impairment.”<sup>1</sup> The National Register recognizes properties that are significant at the national, state, and/or local levels.

To be eligible for listing in the National Register, a resource must be significant in American history, architecture, archaeology, engineering, or culture. Four criteria for evaluation have been established to determine the significance of a resource:

- A. It is associated with events that have made a significant contribution to the broad patterns of our history;
- B. It is associated with the lives of persons significant in our past;

---

<sup>1</sup> 36 Code of Federal Regulations (CFR) Section 60.2.

- C. It embodies the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;
- D. It yields, or may be likely to yield, information important in prehistory or history.<sup>2</sup>

Districts, sites, buildings, structures, and objects of potential significance that are 50 years in age must meet one or more of the above criteria.

In addition to meeting the Criteria for Evaluation, a property must have integrity. "Integrity is the ability of a property to convey its significance."<sup>3</sup> According to *National Register Bulletin 15 (NRB)*, the National Register recognizes seven aspects or qualities that, in various combinations, define integrity: location, design, setting, materials, workmanship, feeling, and association. In assessing a property's integrity, the National Register criteria recognize that properties change over time, therefore, it is not necessary for a property to retain all its historic physical features or characteristics. The property must retain, however, the essential physical features that enable it to convey its historic identity.<sup>4</sup>

For properties that are considered significant under National Register Criteria A and B, the *National Register Bulletin, How to Apply the National Register Criteria for Evaluation* states that a property that is significant for its historic association is eligible if it retains the essential physical features that made up its character or appearance during the period of its association with the important event, historical pattern, or person(s).<sup>5</sup>

In assessing the integrity of properties that are considered significant under National Register Criterion C, the *National Register Bulletin, How to Apply the National Register Criteria for Evaluation* provides that a property important for illustrating a particular architectural style or construction technique must retain most of the physical features that constitute that style or technique.<sup>6</sup>

---

<sup>2</sup> "Guidelines for Completing National Register Forms," *National Register Bulletin 16*, U.S. Department of Interior, National Park Service, September 30, 1986. This bulletin contains technical information on comprehensive planning, survey of cultural resources and registration in the National Register of Historic Places.

<sup>3</sup> *National Register Bulletin 15*, p. 44.

<sup>4</sup> "A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. Because feeling and association depend on individual perceptions, their retention alone is never sufficient to support eligibility of a property for the National Register." *Ibid*, 15, p. 46.

<sup>5</sup> *Ibid*.

<sup>6</sup> "A property that has lost some historic materials or details can be eligible if it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation. The property is not eligible, however, if it retains some basic features conveying massing but has lost the majority of the features that once characterized its style." *Ibid*.

## B. STATE LEVEL

### 1. California Environmental Quality Act (CEQA)

Under CEQA, a “project that may cause a substantial adverse change in the significance of a historic resource is a project that may have a significant effect on the environment.”<sup>7</sup> This statutory standard involves a two-part inquiry. The first involves a determination of whether the project involves a historic resource. If so, then the second part involves determining whether the project may involve a “substantial adverse change in the significance” of the resource. To address these issues, guidelines that implement the 1992 statutory amendments relating to historical resources were adopted on October 26, 1998 with the addition of State CEQA Guideline Section 15064.5. The State CEQA Guidelines 15064.5 provides that for the purposes of CEQA compliance, the term “historical resources” shall include the following:<sup>8</sup>

- A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register.
- A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the Public Resources Code or identified as significant in a historical resource survey meeting the requirements in Section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat such resources as significant for purposes of CEQA unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
- Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency’s determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be ‘historically significant’ if the resource meets one of the criteria for listing on the California Register.
- The fact that a resource is not listed in, or determined to be eligible for listing in the California Register, not included in a local register of historical resources (pursuant to Section 5020.1(k) of the Public Resources Code), or identified in a historical resources survey (meeting the criteria in Section 5024.1(g) of the Public Resources Code) does not preclude a lead agency from determining that the resource may be a historical resource as defined in Public Resources Code Sections 5020.1(j) or 5024.1.

### 2. California Register of Historical Resources

The Office of Historic Preservation (OHP), as an office of the California Department of Parks and Recreation, implements the policies of the NHPA on a statewide level. The OHP also carries out the duties as set forth in the Public Resources Code (PRC) and maintains the California Historical Resources Inventory and the California Register of Historical Resources. The State Historic Preservation Officer (SHPO) is an appointed official who implements historic preservation programs within the state’s jurisdictions. Also implemented at

<sup>7</sup> *California Public Resources Code, Section 21084.1.*

<sup>8</sup> *State CEQA Guidelines, 14 CCR Section 15064.5(a).*

the state level, CEQA requires projects to identify any substantial adverse impacts which may affect the significance of identified historical resources.

The California Register of Historical Resources (California Register) was created by Assembly Bill 2881 which was signed into law on September 27, 1992. The California Register is “an authoritative listing and guide to be used by state and local agencies, private groups, and citizens in identifying the existing historical resources of the state and to indicate which resources deserve to be protected, to the extent prudent and feasible, from substantial adverse change.”<sup>9</sup> The criteria for eligibility for the California Register are based upon National Register criteria.<sup>10</sup> Certain resources are determined by the statute to be automatically included in the California Register, including California properties formally determined eligible for, or listed in, the National Register.<sup>11</sup>

The California Register consists of resources that are listed automatically and those that must be nominated through an application and public hearing process. The California Register automatically includes the following:

- California properties listed on the National Register of Historic Places and those formally Determined Eligible for the National Register of Historic Places;
- California Registered Historical Landmarks from No. 770 onward;
- Those California Points of Historical Interest that have been evaluated by the OHP and have been recommended to the State Historical Commission for inclusion on the California Register.<sup>12</sup>

Other resources which may be nominated to the California Register include:

- Individual historical resources;
- Historical resources contributing to historic districts;
- Historical resources identified as significant in historical resources surveys with significance ratings of Category 1 through 5;
- Historical resources designated or listed as local landmarks, or designated under any local ordinance, such as an historic preservation overlay zone.<sup>13</sup>

To be eligible for the California Register, a historic resource must be significant at the local, state, or national level, under one or more of the following four criteria:

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

<sup>9</sup> *California Public Resources Code, Section 5024.1(a).*

<sup>10</sup> *California Public Resources Code Section 5024.1(b).*

<sup>11</sup> *California Public Resources Code Section 5024.1(d).*

<sup>12</sup> *Ibid.*

<sup>13</sup> *California Public Resources Code Section 5024.1(e).*

2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important in prehistory or history.

Additionally, a historic resource eligible for listing in the California Register must meet one or more of the criteria of significance described above and retain enough of its historic character or appearance to be recognizable as a historic resource and to convey the reasons for its significance. Historical resources that have been rehabilitated or restored may be evaluated for listing.<sup>14</sup>

Integrity is evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling, and association. The resource must also be judged with reference to the particular criteria under which it is proposed for eligibility.<sup>15</sup>

### 3. California Office of Historic Preservation Survey Methodology

The evaluation instructions and classification system prescribed by the California Office of Historic Preservation in its Instructions for Recording Historical Resources provide a three-digit evaluation rating code for use in classifying potential historic resources. The first digit indicates one of the following general evaluation categories for use in conducting cultural resources surveys:

1. Listed on the National Register or the California Register;
2. Determined eligible for listing in the National Register or the California Register;
3. Appears eligible for the National Register or the California Register through survey evaluation;
4. Appears eligible for the National Register or the California Register through other evaluation;
5. Recognized as Historically Significant by Local Government;
6. Not eligible for any Listing or Designation; and
7. Not evaluated for the National Register or California Register or needs re-evaluation.

The second digit of the evaluation status code is a letter code indicating whether the resource is separately eligible (S), eligible as part of a district (D), or both (B). The third digit is a number that is used to further specify significance and refine the relationship of the property to the National Register and/or California Register. Under this evaluation system, categories 1 through 4 pertain to various levels of National Register and California Register eligibility. Locally eligible resources are given a rating code level 5. Properties found ineligible for listing in the National Register, California Register, or for designation under a local ordinance are given an evaluation status code of 6.

<sup>14</sup> *California Code of Regulations, California Register of Historical Resources (Title 14, Chapter 11.5), Section 4852(c).*

<sup>15</sup> *Ibid.*



### III. ENVIRONMENTAL SETTING

---

#### A. HISTORIC CONTEXT

##### 1. Marina del Rey

Marina del Rey was once part of the Ballona Creek Wetlands that covered the coastal area between present-day Venice and Playa del Rey. The vast wetlands were once home to thousands of migratory birds and attracted few people other than duck hunters. By the late nineteenth century, developers gained interest in the wetlands, hoping to convert it into a commercial harbor. After one failed attempt at development, a 1916 determination made by the U.S Army Corp of Engineers declared that the wetlands was not suited for development of a harbor. Spurred by local interest, however, the idea was revisited again during the 1930s. Both the United States Congress and the Los Angeles County Board of Supervisors authorized studies to determine the compatibility of the wetlands for use as a harbor. Eventually, the future Marina del Rey was determined less-than-desirable and construction began in San Pedro to construct the primary harbor to serve Los Angeles.

In the years following World War II, the U.S Army Corp of Engineers again examined the idea of a marina, this time for small crafts. On March 2nd 1945, Congress passed Public Law 14, directing the Secretary of War to study the Southern California coast to determine where harbors for light draft vessels might be located. By 1947, 23 sites had been identified, including one near the mouth of Ballona Creek in the area of Playa del Rey. Local supporters spurred interest in the Playa del Rey site. Navy Captain George L. Stone, then president of the Civic Union of Playa del Rey, is credited with conceiving and promoting the early development of the marina at Playa del Rey. Early plans for the Marina called the project the “Playa del Rey Small Craft Boat Harbor.” Others said the idea for a boat harbor south of Venice really began there, stimulated by the Venice Chamber of Commerce. The county supervisor for the area at the time, Burton Chace, has been called the “Father of Marina del Rey” because of his dogged efforts to push through the small boat harbor project.<sup>16</sup> In discussions with the U.S. Army Corps of Engineers, local interests requested provision by the U.S. of a harbor for small craft as part of a comprehensive park and beach development including recreational boating facilities, emphasizing the need for adequate facilities for small craft in the Santa Monica Bay area and nearby districts. The Board of Engineers for Rivers and Harbors subsequently concurred that a need existed for a harbor with an ultimate capacity of 8,000 small craft in the vicinity of Playa del Rey, and agreed benefits would accrue to local interests from the use of the area as a park facility.<sup>17</sup>

Marina del Rey became an authorized federal project under the Omnibus Bill, Public Law 780, signed by President Eisenhower in 1954.<sup>18</sup> Construction of the navigational features of the Marina began on December

---

<sup>16</sup> David Asper Johnson, “A review of Marina del Rey’s first 25 years,” *The Argonaut*, October 8, 1987, Marina del Rey 25<sup>th</sup> Anniversary Issue, p. 7.

<sup>17</sup> Helga Gendell, “Looking back at how the Marina was created: Part IV,” *The Argonaut*, Monday, June 21, 2010, last modified Wednesday, April 21, 2010, [http://www.argonautnewspaper.com/articles/2010/04/22/columns/helga\\_gendell/hg.prt](http://www.argonautnewspaper.com/articles/2010/04/22/columns/helga_gendell/hg.prt), accessed June 21, 2010.

<sup>18</sup> Helga Gendell, “Looking back at how the Marina was created: Part IV,” *The Argonaut*, Monday, June 21, 2010, last modified Wednesday, April 21, 2010, [http://www.argonautnewspaper.com/articles/2010/04/22/columns/helga\\_gendell/hg.prt](http://www.argonautnewspaper.com/articles/2010/04/22/columns/helga_gendell/hg.prt), accessed June 21, 2010.

11, 1957, with a ground breaking ceremony and the first load of rock for the jetties arrived at the entrance channel sit January 13, 1958 (see Figure 1 in Appendix C). The construction contractor was Connelly-Pacific Co. of Long Beach.<sup>19</sup> In September 1962, the Westside Marina, as it was then known, opened with 285 slips.<sup>20</sup> An image depicting the Marina at the time is shown on Figure 2 in Appendix B). Formal dedication of the joint federal-county Marina project was held on April 10, 1965.

Although ground was broken and dredging was underway, the county was still trying to acquire the parcels that would become Marina del Rey as much of the acquisition was through condemnation - a slow process that caused a series of delays in construction. On September 23<sup>rd</sup>, 1958, the county supervisors agreed to purchase 259 acres for what was then a “staggering cost” of \$1,978,065 from the Recreation Gun Club and Ohio Oil Co. Another \$1 million secured 89.5 acres from eight individual owners through condemnation.<sup>21</sup>

Other factors also slowed the Marina’s initial development. On February 9<sup>th</sup> and 10<sup>th</sup>, 1963, a violent storm hit the Marina, badly damaging the bulkhead system, storm sewer facilities and boats moored there. As many as 81 boats left their slips and anchored in the main channel to ride out the storm. The adjacent Cabrillo del Mar Marina, then under construction, offered to accept 100 boats. The following year, the Westside Marina was hit by a strong tidal wave triggered by a Good Friday earthquake in Alaska, badly damaging the Union Oil fuel dock. Subsequently, federal funding was secured and a detached breakwater was constructed at the Marina entrance to protect the harbor from future tidal surges. On April 15<sup>th</sup>, 1965, the 2,325-foot breakwater was completed at a cost of \$4.2 million.<sup>22</sup>

Despite the problems facing anchorage operators and water-oriented businesses, landside operations in the Marina continued. The Pieces O’Eight – later Shanghai Red’s – opened in August 1962, and a year later, a new Sheraton Marina Hotel (later the Marina del Rey Hotel) was under construction. In 1964, the Post Office opened a contract station on Via Marina. By June 1965, 372 of the Marina’s 620 apartments had been occupied. By the end of the 1965, 1,984 boat slips had been built and 1,958 were occupied. The number of Marina apartments had increased to 650, with 76 additional apartment units under construction at year’s end. Three restaurants had opened, Donkin’s Inn (later Tommy Lasorda’s), Charley Brown’s and Kelbo’s Jr. In December 1965, the newspapers reported the upcoming annual Marina del Rey Christmas Boat Parade theme would be “Holiday Festival of Lights.” The soil was being compacted for a new shopping center, and the county was completing plans to build a fire station on Admiralty Way.<sup>23</sup>

By mid-September 1966, Marina officials announced that 86 percent of all property available for lease had been leased, and that for the first time all of the apartments (726 units in seven complexes) were occupied. The public launch ramp opened Labor Day weekend and 600 used the ramp during its first two weeks. In October 1966, the county awarded an \$11,600 contract for coin-operated parking lots in the Marina. In November, the Design Control Board okayed plans for a still-unnamed restaurant to be building between the California Yacht Club and Charley Brown’s Restaurant; and Marina Federal Savings and Loan Association

---

<sup>19</sup> Johnson, “A review of Marina del Rey’s first 25 years,” p. 7.

<sup>20</sup> *Ibid.*, 10.

<sup>21</sup> *Ibid.*, p. 7-10.

<sup>22</sup> *Ibid.*

<sup>23</sup> *Ibid.*

moved across Lincoln Boulevard into a temporary Marina parcel at Admiralty and Bali Ways where a permanent building would later be erected. Due to complaints of sign clutter, County supervisors appropriated \$85,000 for a central signing directory to be placed at entrances to the Marina. Construction began on Castagnola's Lobster House, the Marina's largest restaurant, completed in the spring of 1967 at a cost of \$1 million.<sup>24</sup>

1967 was a year of major development in the Marina. The Marina Shopping Center opened and the California Yacht Club and Windjammers Yacht Club moved into new buildings. In August, a \$2 million Cape Cod Village called Fisherman's Wharf was announced, to be built on 3.5 acres adjacent to Fiji Way. An image showing Fisherman's Village under construction is depicted on Figure 3 in Appendix B. At year's end, the Marina had 3,000 boat slips. Traffic signals were placed on Admiralty Way at Bali, Mindanao and Palaway Ways. The Chamber of Commerce lamented that the Marina was getting a reputation as a "traffic trap." Although the summer of 1967 was characterized as a period of "tight money" with the slowdown of building in the state, by year's end many new businesses and associations had opened new buildings in the Marina. Nonetheless, while technically in the red, the Marina revenues were tied up and committed to the payment of bond interest under the \$13 million Marina del Rey revenue bond resolution. Marina Director Arthur G. Will stated the county was "in no position" to pay off the county's ten-year \$2.5 million loan for the Marina.<sup>25</sup>

1968 was described as the year Marina del Rey turned the financial corner and went "into the black." The number of boat slips increased to 4,560 in 18 anchorages, 288 apartment units were built bringing the year-end total to 1,218 with 99% average occupancy, and it was estimated there were 120 firms and individuals in business in the Marina. The value of leasehold improvements was estimated as \$37.7 million – an increase of \$11.9 million from the previous year. The first segment of the Marina Freeway opened, ground was broken for the \$2.5 million Tahiti Marina complex, and the Pacific Mariners Yacht Club moved into new quarters on Panay Way. Villa Venetia – which already had 90 apartments – started construction on another 134 apartments in November in a \$1.8 million project. Actor Melvyn Douglas acquired the Marina del Rey Hotel, and was also a principal in a \$6 million Bar Harbor project, which included 288 apartments and 258 boat slips. However, the big development news of 1968 came in June when a group of New York investors headed by Orville DeG. Vanderbuilt announced a \$58 million project on 31 acres adjacent to Admiralty Way for an 800-room hotel, three or four high-rise apartment buildings, an office structure and specialty shops and restaurants on the site.<sup>26</sup> Images of the Marina made around 1969 show the apartment buildings and slips completed and commercial development along Admiralty Way and adjoining streets (see Figures 4 and 5 in Appendix B). Excellent images showing the construction and development of Marina del Rey were also published in the Argonaut Photo Annual, 1974.

Since the 1970s, Marina del Rey has continued its tradition of architectural diversity as new development has replaced many of the original improvements. Review of existing conditions indicates subsequent infill and new development since the 1970s has reflected general trends in contemporary architecture and exhibits wide variations in scale and materials. In the future, it appears that the Marina will continue to grow and progress. The Marina is a constantly evolving "new town" that "continues to strive for an optimum

---

<sup>24</sup> *Ibid.*

<sup>25</sup> *Ibid.*

<sup>26</sup> *Ibid.*

balance between public and private interests, as economic and recreational needs reinforce the Marina's role as a multi-functional activity center for the Los Angeles metropolitan area."<sup>27</sup>

## 2. Land Use Allocations

According to Marsha V. Rood and Robert Warren's in-depth analysis, *The Urban Marina: Managing and Developing Marina del Rey*, the subsequent development of the Marina was divided roughly into two periods. The time period between 1961-1968 was dominated by efforts to ensure the financial solvency of the project. The decisions made by the County concerning land and water use patterns and the type of facilities encouraged ultimately gave the Marina its character as a high-density residential and commercial center encompassing a recreational boat harbor. The second period, from 1968 through the mid-1970s, resulted in different kinds of issues, most of which grew out of the fiscal considerations. These included availability of free or low-cost public activities within the Marina, questions of equitable slip rents and provision of services for boaters, a long-standing controversy between the lessees and the County over possessory interest taxes in addition to rents for leaseholds, and questions concerning environmental protection, public accessibility to the coastal zone, and the Marina's impact on surrounding areas.<sup>28</sup>

The Marina revenue bond issue was passed by the County electorate in November 1956, but first designation of parcel uses was not made until 1960.<sup>29</sup> A map showing the distribution of parcels and areas designated for public use is shown on Figure 6 in Appendix B. In addition to bonds, the Board of Supervisors allocated \$15 million from the county general fund for land purchases and borrowed \$2 million from the State of California. Since bond obligations were to be met by rents from concessions in the Marina, the profitability and stability of potential uses became a major concern in the economic feasibility study conducted by county consultant Coverdale and Colpitts. The study found the most successful marinas in the United States were developed in proximity to heavily populated urban areas, which became a basic factor in justifying the suitability of the Los Angeles area for supporting a marina. The study did not consider residential developments as a potential use in the project. Recommended Marina facilities included ship chandlers, ship brokers, small boat repair yards, clubs, fuel stations, launching areas, and cabanas and trailer-cabana.<sup>30</sup> The study stated that while the public may visit the Marina to patronize the restaurants or for sightseeing, a clear priority should be given to the comfort and convenience of those on leased property.<sup>31</sup>

After the engineering work on the Marina channel was completed and the procedures for issuing revenue bonds were established, the main focus became site leasing. In December 1959, the County Board of Supervisors appointed Victor Gruen Associates to develop a land use plan for the Marina that could be used as a guide for soliciting and evaluating lease bids. Gruen developed the plan to allocate revenue-producing uses including the option of building apartments on some parcels. The document detailed the parceling of land a related the uses to one another with respect to circulation and density. As in the case of Coverdale

<sup>27</sup> County of Los Angeles, Department of Beaches and Harbors, "Marina del Rey History," (<http://marinadelrey.lacounty.gov/BandH/Marina/MdRhistry.htm>, accessed July 29, 2010).

<sup>28</sup> Marsha V. Rood and Robert Warren, *The Urban Marina: Managing and Developing Marina del Rey* (Los Angeles: University of Southern California Center for Urban Affairs and Sea Grant Program, Jan. 1974).

<sup>29</sup> *Ibid.*

<sup>30</sup> Helga Gendell, "Looking back at how the Marina was created: Part IV," *The Argonaut*, Monday, June 21, 2010.

<sup>31</sup> Rood and Warren, *The Urban Marina: Managing and Developing Marina del Rey*.

and Colpitts, the primary goal of the Gruen design was to enhance and protect the revenue-producing capability of the Marina and support the county's ability to meet its debt obligation.<sup>32</sup>

All three consultants for the Marina, George Nicholson, Coverdale and Gruen Associates, recommended aesthetic standards and landscape quality be maintained by a review and approval process for any structures built. On February 23, 1960, the Board of Supervisors adopted an order appointing a Design Control Board (DCB) "to assure conformity on the part of successful bidders who may construct improvements within the Small Craft Harbor." Consisting of two architects and one businessman, the DCB was an autonomous body whose decisions could only be approved and adopted by the Board of Supervisors. On January 3, 1961, the supervisors approved and adopted the Marina del Rey "Specifications and Minimum Standards of Architectural Treatment and Construction" (Specifications) to establish basic design and construction criteria for the lessees who were bound by their lease agreements to accept these architectural standards (and amendments) and to acknowledge the authority of the Design Control Board over their project designs.<sup>33</sup> As stated therein, the lessees were given the responsibility of selecting and hiring their own architect for the design and preparation of plans and specifications for construction under the terms of their lease.<sup>34</sup> The intent of the Specifications was to provide guides and requirements for construction and to establish minimum standards, spacing, and other requirements for construction of land and water facilities in the Marina. No architectural guidelines were included in the Specifications.<sup>35</sup>

However, problems soon arose over the leasing procedures. There was much less competition than predicted and only three of the 13 parcels finally leased had more than one bid. The slow start was attributed to the economic recession and the fact that potential lessees were unable to obtain financing. Efforts to attract potential leaseholders led to public criticism and wide public debates on leasing policy during the summer of 1961 amidst charges the county was engaged in "give-way deals" and had changed the original master plan and bidder's manual without informing some would-be bidders.<sup>36</sup> Subsequently, steps were taken to address leasing issues including amending the bond resolution, narrowly defining the "Active Public Use" clause in the standard lease to facilitate construction of apartments and reorganizing the Design Control Board to more effectively expedite lessee development plans. The priority upon high-revenue producing facilities led to a more intensive development of residential and commercial facilities than had been anticipated originally. This in turn transformed the Marina from a small boat harbor into an intensely developed residential-commercial-recreational complex.<sup>37</sup>

Controversies also arose concerning the Design Control Board. In April 1966, Taul C. Watanabe, a Marina banker who was also president of the Marina Lessees Association and a member of the Marina Design Control Board, complained that too many "outsiders" were being appointed to the board. A month later, two design board members resigned, Venice auto dealer Owen Keown and Beverly Hills architect Ben Southland.

---

<sup>32</sup> Gendell, "Looking back at how the Marina was created: Part IV."

<sup>33</sup> *Ibid.*

<sup>34</sup> *Count of Los Angeles, Specifications, Marina de Rey Small Craft Harbor, Revised December 19, 1961, p. S-4.*

<sup>35</sup> *Ibid.*, p. S-5.

<sup>36</sup> Johnson, "A Review of Marina del Rey's first 25 Years."

<sup>37</sup> Gendell, "Looking back at how the Marina was created: Part IV."

Kewon was succeeded by Venice businessman Robert M. Murdock and Southland by Beverly Hills landscape architect Raymond Page.<sup>38</sup>

In July 1967, the county paid \$2,500 for a study by Victor Gruen Associates that recommended a higher density of development be allowed in the Marina. The County had halted its lease program in late 1966 to revise the Marina master lease, and leasing resumed again in March 1967. With alleviation of the state financial crisis in 1969, the Marina found sound financial footing. By mid-1969, Victor Gruen and Associates was suggesting “Marina del Rey already has enough restaurants.” For the first time, the value of private investment in Marina del Rey had surpassed the value of government investment.<sup>39</sup>

In 1970, Marina del Rey was hailed by County Regional Planning Commission as the “fastest growing community in the greater Santa Monica Bay area.” The value of leasehold improvements had climbed to \$93.9 million and the county was receiving \$8 million in annual lease rents and taxes. County officials accelerated their redemption of bond payments, resulting in payments of \$6 million by 1972, with remaining payments of principal and interest totaling \$11.3 million still to be paid. In February, 1972, Gruen Associates released a traffic and parking plan for the Marina that called for development of a Marina Bypass adjacent to Oxford Street, linking the terminus of the Route 90 Marina Freeway at Lincoln Boulevard with Washington Street. Plans were also revealed to build a park at the water end of Mindanao Way to be called “Marina View Park,” renamed “Burton W. Chace Park” after the death of the County Supervisor.<sup>40</sup>

### 3. Property History

All land and water in Marina del Rey is owned by the County of Los Angeles and is managed by the County of Los Angeles Department of Beaches and Harbors. During the development of the Marina, the County entered into long-term ground leases with private developers. The leases, which extend for 40 to 60 years, cover approximately half of the 807-acre Marina. The remainder of the Marina is dedicated to public use for roads, dry boat storage, public boat ramps, parks, beach, parking, view piers, and bicycle paths. The subject property is located on assessor’s parcel number 4224-011-901, which stretches from Fisherman’s Village to the UCLA property just south of the subject property (see Tax Assessor Map in Appendix C). The original two T-shaped buildings on the property were completed in 1963 and designed by architect Gilbert A. Griffin A.I.A. and Glenn M. Krebs. The original site plans are reproduced in Appendix C. The circa 1968 U- and V-shaped buildings were designed by Abraham Shapiro Associates Architects, A.I.A., and are located on the south edge of the property. The original 1961 lease for the subject property was between the County of Los Angeles and Jackbilt Incorporated who were still in possession of the property as recent as 1996. Tuxedo Real Estate LP acquired the ground lease from Jackbilt Incorporated after 1996. Lyon Owners acquired the Villa Venetia from Tuxedo Real Estate LP in 2004 and are the current owners of the ground lease and the improvements.

### 4. Architects

Gilbert Alvin Griffin appeared in the AIA Directory in 1956 and 1962. Research did not uncover any other record of Griffin’s architectural practice aside from the listing in the AIA Directory. Glenn M. Krebs, whose

---

<sup>38</sup> Johnson, “A Review of Marina del Rey’s first 25 Years,” p. 9.

<sup>39</sup> *Ibid.*, p. 12-13.

<sup>40</sup> *Ibid.*

name also appears on the original architectural drawings, does not appear in the AIA Directory and may have been a designer in Griffin's office.

Abraham Shapiro appears in the 1961 and 1970 AIA Directories. He was born in Israel in 1926 and attended architectural school at the Hebrew Institute of Technology, graduating in 1950. Between 1948 and 1950, Shapiro was a Lieutenant in the Israeli Army Artillery. He received an MS degree from Columbia University in 1953. Between 1953 and 1956 he was principal and owner of the architecture firm, Abraham Shapiro & Associates in Los Angeles, California. Projects accredited to him include a medical building in the San Fernando Valley, Crest Medical Building in La Canada, the G. Fellman Residence in Encino, Mt. Royal Apartments in the San Fernando Valley, and the Oak Hills residential development in Woodland Hills. By 1970 he had formed a new practice with a partner, Krisel/Shapiro & Associates. Projects attributed to this firm include, the RCA Office Building in Los Angeles, 2500 Wilshire Boulevard in Los Angeles, and the Wilshire-San Vicente Building in Beverly Hills. A photo showing a representative example of his commercial architecture, an office building built in 1969 at 4727 Wilshire Boulevard and Hudson Avenue, Los Angeles, is shown in Figure 7, Appendix B.

## **B. HISTORIC RESOURCES IDENTIFIED**

### **1. Known Historical Resources in the Project Vicinity**

The historical resources investigation included records searches and review of local histories to determine: (i) if known historical resources have previously been recorded within a ½-mile radius of the project site; (ii) if the project site has been systematically surveyed by historians prior to the initiation of the study; and/or (iii) whether there is other information that would indicate whether or not the area of the project site is historically sensitive or may pose indirect impacts to adjacent historic resources. PCR consulted the National Register of Historic Places (National Register), California Register of Historic Places (California Register), California Historic Resources Inventory (HRI), California Points of Historical Interest (PHI), and the California Historical Landmarks (CHL) to determine previously identified historical resources within a ½-mile radius of the project site.

Record search results indicate that there are no known historic resources within ½ mile of the subject property.

### **2. Site Survey Results**

On June 17, 2010, Senior Historian, Jon Wilson, M.Arch., made a field visit to the project site to visually examine and assess the apartment building and its architecture. The building was documented in digital photographs and manuscript notes. A windshield survey of the existing conditions around the site was conducted to identify potential historic resources nearby the subject property. The evaluation of integrity involved comparison of original working drawings against existing conditions and historic as well as recent contemporary aerial photography. Site survey photos are provided in Appendix D, and DPR survey forms are included in Appendix E.

## **C. EVALUATION OF 3900 FIJI WAY (VILLA VENETIA)**

### **1. Architectural Description**

The Villa Venetia apartments include four detached multi-family residential buildings set on a landscaped site with scenic views of both the Marina and Ballona Creek. The buildings are typical low-rise multi-family residential structures that incorporate some detailing and components from the postwar Modern Movement in Arts and Architecture. The original two buildings completed in 1963 were designed by Gilbert Griffin. They are T-shaped with a courtyard between them located on the northeast portion of the lot. The courtyard includes a pool surrounded by grass and hedges and is divided from the Marina by a tall pergola supported by thin wood columns topped with a flat roof. The three-story buildings are stucco with wood framing and have recessed balconies with floor to ceiling sliding glass doors and aluminum-frame slider windows. The roofs are flat and span to the edge of the balcony creating a covered exterior patio, while horizontal wood lath louvers screen the stairs from the exterior. There is a formal covered entrance located off the primary vehicle circulation for the property, with floor-to-ceiling glazed walls and far-spanning awning supported by four wood columns.

The circa 1968 buildings, designed by Abraham Shapiro Associates Architects, are located on the south edge of the property. A U-shaped building just south of the original residences continues the theme of the original plan by placing the units fronting the courtyard, which is open to the Marina. A second V-shaped building, which houses the leasing offices, forms a nearly enclosed courtyard with a central pool. The 1968 improvements have a concrete courtyard with large rounded planters. The three story buildings are stucco with wood framing and have recessed balconies with floor-to-ceiling sliding-glass doors and aluminum-frame slider windows. The exterior walls of the leasing office on the V-shaped building have a brick veneer. Like the original buildings, they have a flat roof that extends to the edge of the balconies creating covered patios.

### **2. Assessment of Integrity**

The overall appearance of the existing property in comparison with the original architectural drawings indicates that few alterations have been made over the years. Therefore, the property retains high integrity in terms of design, materials, workmanship, feeling, and association.

### **3. Statement of Significance**

#### **National Register Evaluation**

The Villa Venetia located at 13900 Fiji Way does not appear eligible for listing in the National Register as an individual property or as a contributor to a district. The building does not meet the threshold of significance for national designation because it does not exemplify “the broad cultural, political, economic, or social history of the nation, state, or City” with a national level of significance. The building is not identified with any nationally significant personages or with important events. The architecture is not representative of an architectural type that has national significance. Although the subject property does have a successful site plan that frames views of the Marina and of Ballona Creek, the complex is a typical example of postwar multi-family residential architecture that incorporates Modern detailing and materials, but does not include a Modern floor plan, transparency, or spatial arrangements associated with the Modern Movement in architecture. The architecture firms of Gilbert Griffin and Abraham Shapiro and Associates

appear to have had successful local practices but do not meet the threshold of significance of a master builder at the national, state, or local level. The apartment complex is similar in appearance to other existing apartment buildings constructed during the 1960s within the Marina. The primary function of the Marina was to create a boating harbor for public use. The original plan and later Gruen land use plan for the Marina adhere to the notion that the waterways and docks, not the buildings, were the primary features of the Marina that called for a cohesive integrated design and form. Improvements to the built environment surrounding the waterways and docks had only a programmatic plan including use and scale. Therefore, the original buildings of the Marina have no noticeable connection, and instead include examples as diverse as the faux Cape Cod Village, "Fisherman's Village," to the "roadside" restaurants along Via Marina, to the large, repetitive stucco apartments such as the Villa Venetia. The varied architectural styles in the Marina were developed independently of one another, and underwent separate design reviews on a case-by-case basis. Over the years, the original appearance of the Marina has been updated with a variety of in-fill and redevelopment projects in a various contemporary styles and materials, including some recent large-scale high rise projects. Therefore, the subject property is not eligible as a contributor to a potential historic district.

### **California Register Evaluation**

The Villa Venetia located at 13900 Fiji Way does not appear eligible for individual listing in the California Register under any of the criteria. It does not reach the threshold of significance for individual listing under Criterion 1 or 3 in the California Register, and its lack of connection to historic personages makes it ineligible at the state level for criterion 2. The building is ineligible for designation under criterion 3, as neither Griffin nor Shapiro's career meets the threshold of significance at the state level of a master builder, or prominent or notable architect in the local or region. Finally, the property was extensively graded for the construction of the existing apartment complex. It is therefore unlikely to yield information important in prehistory or history, and is not eligible under criterion 4.

The Villa Venetia does not appear eligible for listing as a contributor to a district under criteria 1, 2, or 3 of the California Register. The Villa Venetia is an intact example of a 1960s apartment complex which appears to have been designed in conformance with the architectural treatment and construction standards adopted by the Board of Supervisors for the Marina. However, there is no cohesive district in Marina del Rey. The built environment of the Marina was not developed with architectural design guidelines or an architecturally designed master plan. Instead, the buildings of the Marina were aligned according to the original land use plan and the later Gruen land use plan that merely dictated suggested uses and scales of improvements. The varied architectural styles in the Marina were developed independently of one another, and underwent separate design reviews on a case-by-case basis. Furthermore, the Marina as a whole does not retain the integrity or design intent of the original land use plan. Marina del Rey has seen substantial changes over the years including construction of new infill and infrastructure as well as redevelopment projects that have deviated in scale and treatment from the intent of the original land use plan, detracting considerably from its integrity as a potential historic district.

## **4. Conclusion**

The Villa Venetia located at 13900 Fiji Way does not appear eligible for historic designation at the federal or state level, either as an individual property or as a contributor to a historic district. Therefore, the proposed renovation project would have no impact on historical resources.



**BIBLIOGRAPHY**

American Institute of Architects. *AIA Historical Directory of American Architects*, 1956, 1962, 1970.

*Code of Federal Regulations* (CFR), 36 § 60.2.

*California Public Resources Code* § 5024.1.

County of Los Angeles, California. *Specifications and Minimum Standards of Architectural Treatment and Construction, Marina de Rey Small Craft Harbor*. Revised December 19, 1961.

County of Los Angeles, Department of Beaches and Harbors. "Marina del Rey History."  
[Http://marinadelrey.lacounty.gov/BandH/Marina/MdRhistry.htm](http://marinadelrey.lacounty.gov/BandH/Marina/MdRhistry.htm), accessed July 29, 2010.

County of Los Angeles, Department of Beaches & Harbors. *Specifications and Minimum Standards of Architectural Treatment and Construction*. Amendments approved by the Los Angeles County Board of Supervisors on October 17, 1989.

Gendell, Helga. "Looking back at how the Marina was created: Part IV." *The Argonaut*, Monday, June 21, 2010.

Gruen, Victor. "Development Plan for Marina del Rey Small Craft Harbor" 1960.

Gruen, Victor. "Marinia del Ray Land Use Study. Parts I and II." March and April 1967.

Johnson, David Asper. "A review of Marina del Rey's first 25 years." *The Argonaut*, October 8, 1987, Marina del Rey 25th Anniversary Issue.

Marina del Rey. *The Argonaut Photo Annual*. Number One. 1974.

National Park Service. *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. Washington DC: U.S. Dept. of the Interior, National Park Service, Interagency Resources Division, 1990, rev. 1991.

National Park Service. *National Register Bulletin 16: Guidelines for Completing National Register Forms*. Washington, D.C.: U.S. Dept. of the Interior, National Park Service, 1986.

Office of Historic Preservation. *Instructions for Recording Historical Resources*. March 1995.

Rood, Marsha V., and Warren, Robert. *The Urban Marina: Managing and Developing Marina del Rey*. Los Angeles: University of Southern California Center for Urban Affairs and Sea Grant Program, 1974.

## **APPENDIX A: PROFESSIONAL QUALIFICATIONS**

#### Education

- Ph.D., Art History, University of California, Los Angeles, California, 2005
- M.A., Architectural History, University of Virginia, Charlottesville, Virginia, 1991
- Certificate of Historic Preservation, University of Virginia, Charlottesville, Virginia, 1991
- B.A., Art History, Oberlin College, Oberlin, Ohio, 1983

#### Professional Affiliations

- Society of Architectural Historians
- California Preservation Foundation
- National Trust Forum, Center for Leadership, National Trust for Historic Preservation
- Documentation and Conservation of Buildings, Sites and Neighborhoods of the Modern Movement

#### Expertise

Margarita J. Wuellner, Ph.D., has over 20 years of experience in the practice of architectural history, historic preservation, and cultural resources management in California, the United States, and abroad. She has an extensive background in art and architecture from the eighteenth through twenty-first century. She is a specialist in the study of visual culture, Modernism, urbanism, and cultural landscape. Her qualifications and experience meet and exceed the Secretary of the Interior's Professional Qualification Standards in History, Architectural History, and Historic Preservation Planning.

Dr. Wuellner has received numerous awards and fellowships for her work including the Samuel H. Kress Foundation Fellowship, Art History; American Council of Learned Societies Fellowship; and Edward A. Dickson Graduate Fellowship, University of California.

#### Experience

*Historic Preservation and Cultural Resources Management:* Dr. Wuellner has extensive experience in the management, preservation, and treatment of historic properties for compliance with Sections 106 and 110 of the National Historic Preservation Act (NHPA), National Environmental Protection Act (NEPA), Section 4(f) of the Department of Transportation Act, California Environmental Quality Act (CEQA), and local preservation ordinances. Dr. Wuellner is experienced in the assessment of projects for conformance with the Secretary of the Interior's Standards and has assisted clients with State Historic Preservation Office consultation, Programmatic Agreements, and Memorandum of Agreements.

Dr. Wuellner has over 15 years of experience as a principal investigator, project manager, and technical lead for international, national and regional firms, including EDAW, Inc. and Parsons, Inc. She gained her professional training and experience with John Milner Associates in Alexandria, Virginia, and Land and Community Associates in Charlottesville, Virginia. Since returning to Los Angeles in 1995, she has conducted a wide variety of regional and local projects for compliance with CEQA and local preservation ordinances. These projects have included the completion of city-wide and county-wide surveys, as well as evaluation of regional resources.

*Surveys and Historic Contexts:* Dr. Wuellner has surveyed thousands of properties and conducted extensive research to document and evaluate the significance of historic resources at the local, state, and national levels. She has designed and implemented a variety of large-scale state-wide, county-wide, and city-wide surveys throughout the United States, as well as transportation, military, industrial, urban, and rural surveys. Dr. Wuellner has conducted numerous projects in California and metropolitan Los Angeles for state and local agencies and private clients. She continues to work on a national basis and having completed the innovative South Texas Ranching Study for the Texas Department of Transportation (TxDot) in 2008. Dr. Wuellner recently completed three large-scale surveys under contract to the Community Redevelopment Agency of the City of Los Angeles. These surveys are evaluating historical resources in the Wilshire Center/Koreatown Recovery Redevelopment Project Area, Adelante Eastside, and the Normandie 5 Redevelopment Project Area.

*Professional Publications:* Dr. Wuellner has authored over 150 technical reports representative of a full spectrum of historical resources investigations for incorporation into CEQA/NEPA environmental review documents and other stand-alone reports such as National Register nominations and historic preservation plans.

Dr. Wuellner is experienced in the preparation and implementation of mitigation recommendations to reduce potential impacts to historic resources. She has demonstrated experience in the preparation of Historic Structure Reports (HSRs); Historic Buildings Maintenance and Treatment Plans; Historic Preservation Management Plans; Historic American Building Surveys (HABS); Historic American Landscape Surveys (HALS); and Cultural Landscape Reports (CLRs).



#### Education

- M. Arch., School of Architecture, Tulane University, New Orleans, Louisiana, 2005
- M.A., American Architectural History, University of Mississippi, Oxford, Mississippi, 2000
- B.A., Early American History, Occidental College, Los Angeles, California, 1996
- Graduate Study, Architecture, Southern California Institute of Architecture, Los Angeles, California, 2003
- Graduate Study, Historic Preservation, Graduate School of Architecture, Planning & Preservation, Columbia University, New York, New York, 2002

#### Continuing Education

- LEED Workshop, U.S. Green Building Council
- Evaluating Historical Resources in the Los Angeles Area, Association of Environmental Professionals

#### Professional Affiliations

- The American Institute of Architects
- LEED Accredited Professional, U.S. Green Building Council
- Los Angeles Conservancy
- Santa Monica Conservancy
- American Farmland Trust

#### Awards and Fellowships

Sally Kress Tompkins Fellowship, Society of Architectural Historians, 2000

#### Expertise

Jon Lamar Wilson has over eight years of professional and academic experience in the practice of architecture, historic preservation, and architectural history. He has a wide-ranging knowledge of nineteenth and twentieth-century American Architecture, with a specific focus on Central and Southern California and the American South. In particular, Mr. Wilson is an expert in both urban and rural housing types and how they relate to their larger context. His qualifications and experience exceeds those of the Secretary of the Interior's Professional Qualification Standards in History, Architectural History, and Historic Architecture.

#### Experience

Mr. Wilson has a broad training and professional experience in the practice of Historic Preservation and Cultural Resource Management. Most recently He has extensive experience consulting clients on projects for compliance of Sections 106 of the National Historic Preservation Act (NHPA), the California Environmental Quality Act (CEQA), and local preservation ordinances. Mr. Wilson is experienced in the assessment of projects for conformance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings, and has assisted clients with Historic American Buildings Survey (HABS) documentation, Historic Structure Reports (HSR), National Register of Historic Places nominations, California Register of Historical Resources nominations, local historic designation nominations, Historic Preservation Federal Tax Credit applications, preservation design, and feasibility reports.

*HABS:* Mr. Wilson worked professionally as an employee and a private contractor for the HABS, a historic building documentation department within the National Park Service. His relationship with HABS began after he won the Sally Kress Tompkins Fellowship, an academic research grant jointly awarded by HABS and the Society of Architectural Historians (SAH).

Mr. Wilson was the team leader for the historic resources surveys of the Wilshire Center/KoreaTown, Normandie 5, and Adelante Eastside Redevelopment Area Surveys for the CRA/LA. His qualifications meet the Secretary of the Interior's Standards in history, architectural history, and historic architecture. Mr. Wilson served as Senior Architectural Historian for the completion of the district-wide survey and evaluation of the Santa Monica-Malibu Unified Schools. Since 2007, he has acted as Senior Architectural Historian for PCR's on-call contract to provide preservation consultant services to the City of Santa Monica and has completed numerous projects under this task order including preliminary assessments, Landmark Assessments, plan reviews for conformance to the Secretary of the Interior's Standards and the local preservation ordinances, design consultation services for adaptive reuse projects, and Historic American Building Survey (HABS) recordation. He has conducted historic assessments and plan reviews for conformance to the Secretary of the Interior's Standards and the local preservation ordinance for numerous PCR projects in Laguna Beach, including recent projects for 154 Pearl, the oldest house in Laguna Beach, and 229 Arch Street, the home of renowned landscape painter William Wendt. He has conducted historical and cultural resources surveys for specific plans in Placentia and Santa Ana in Orange County, California, and in Whittier, California. Mr. Wilson conducted a survey of contributing "puestos" to the El Pueblo de Los Angeles Historic Monument and many other documents related to historic preservation and cultural resource management. In Riverside, Mr. Wilson helped produce the Historic Structures Report (HSR) for the National Historic Landmark Harada House and worked as a preservation consultant on the Fox Riverside Theater.



## **APPENDIX B: HISTORIC PHOTOS**

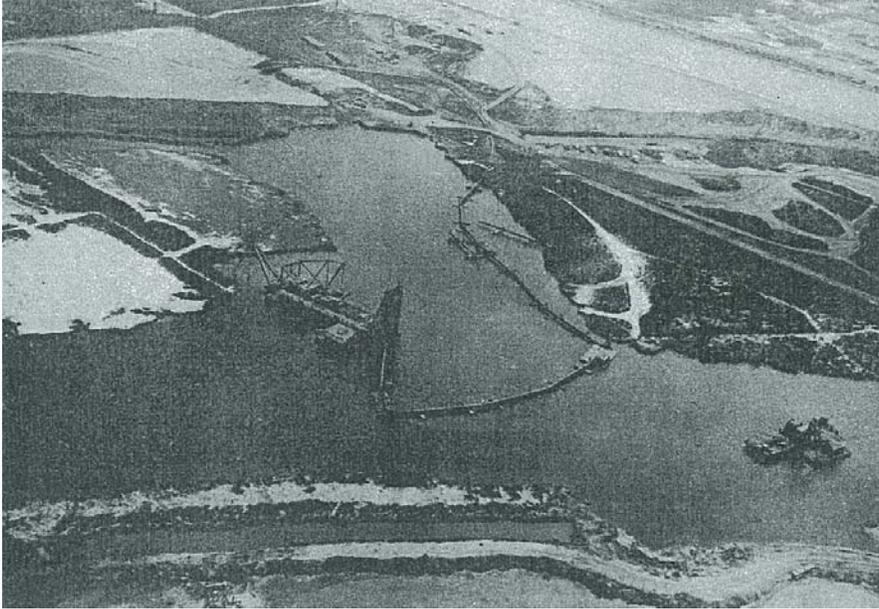


Figure 1. Dredging the Marina in 1960 (The Argonaut, October 8, 1987, p. 7)

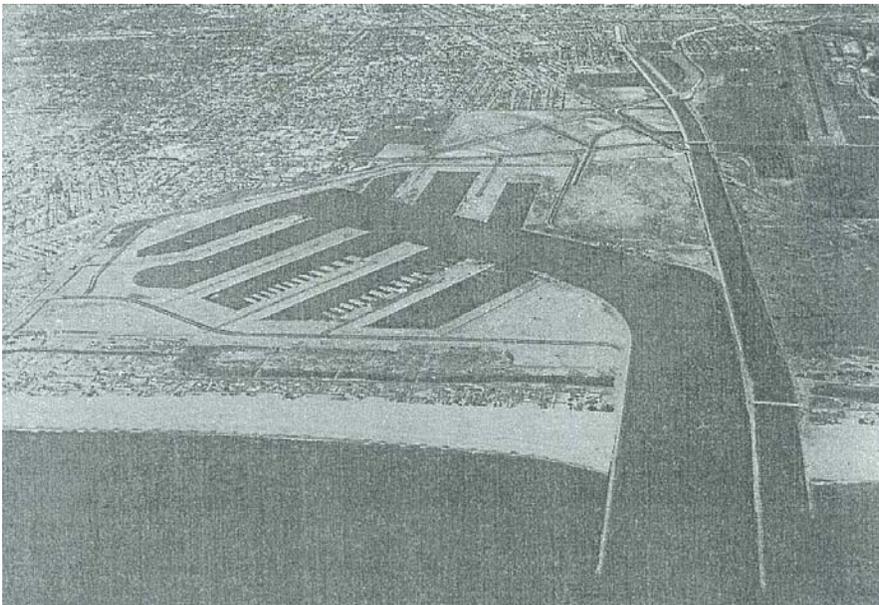


Figure 2. First Boats Arrive 1962 (The Argonaut, October 8, 1987, p. 10)



Figure 3. Building Fisherman's Village ca. 1967-1968 (The Argonaut, October 8, 1987)



Figure 4. Overview of Marina, ca. 1969 (Marsha V. Rood and Robert Warren, The Urban Marina: Managing and Developing Marina del Rey)



Figure 5. Overview of Marina, ca. 1969 (Marsha V. Rood and Robert Warren, The Urban Marina: Managing and Developing Marina del Rey)

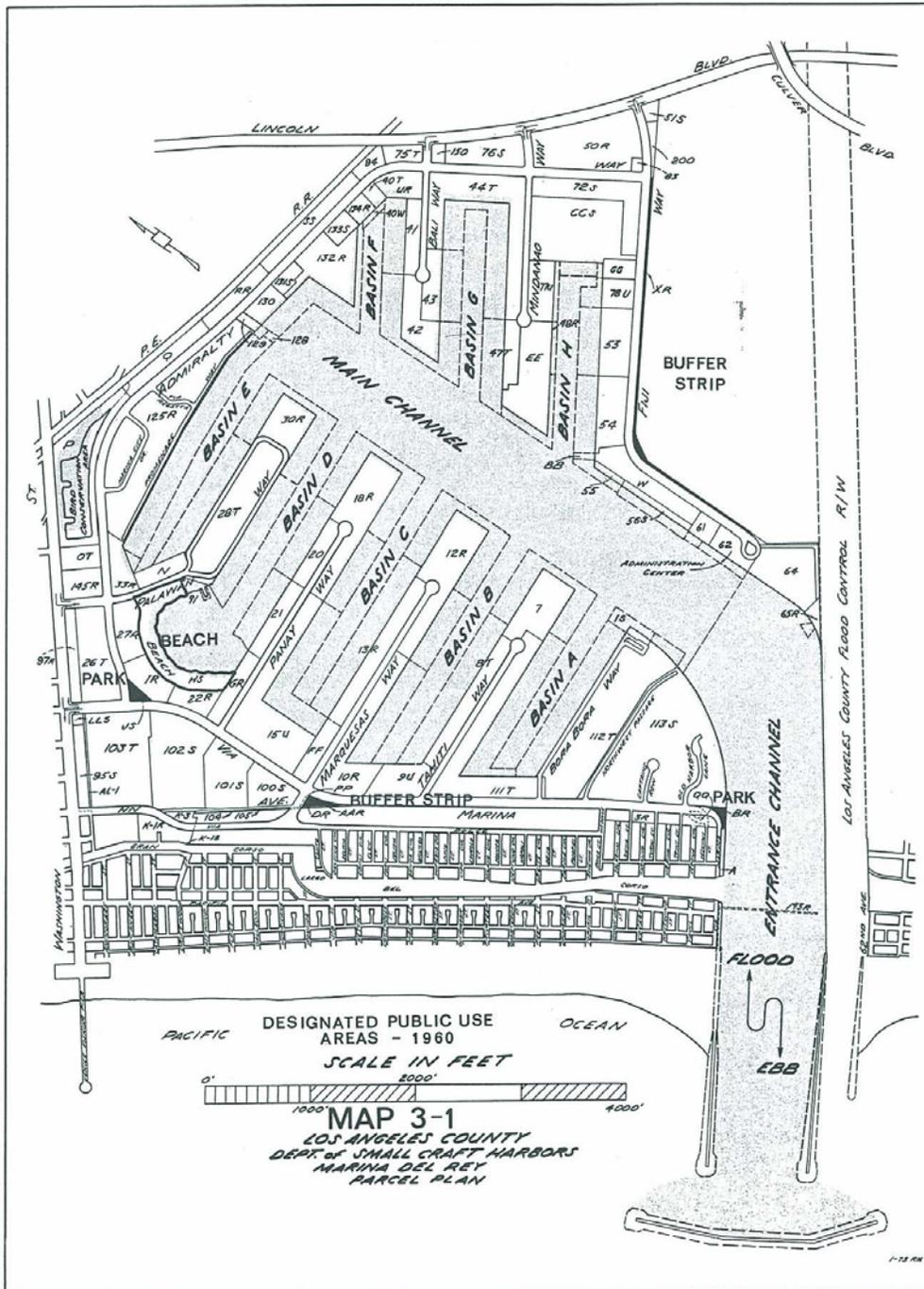
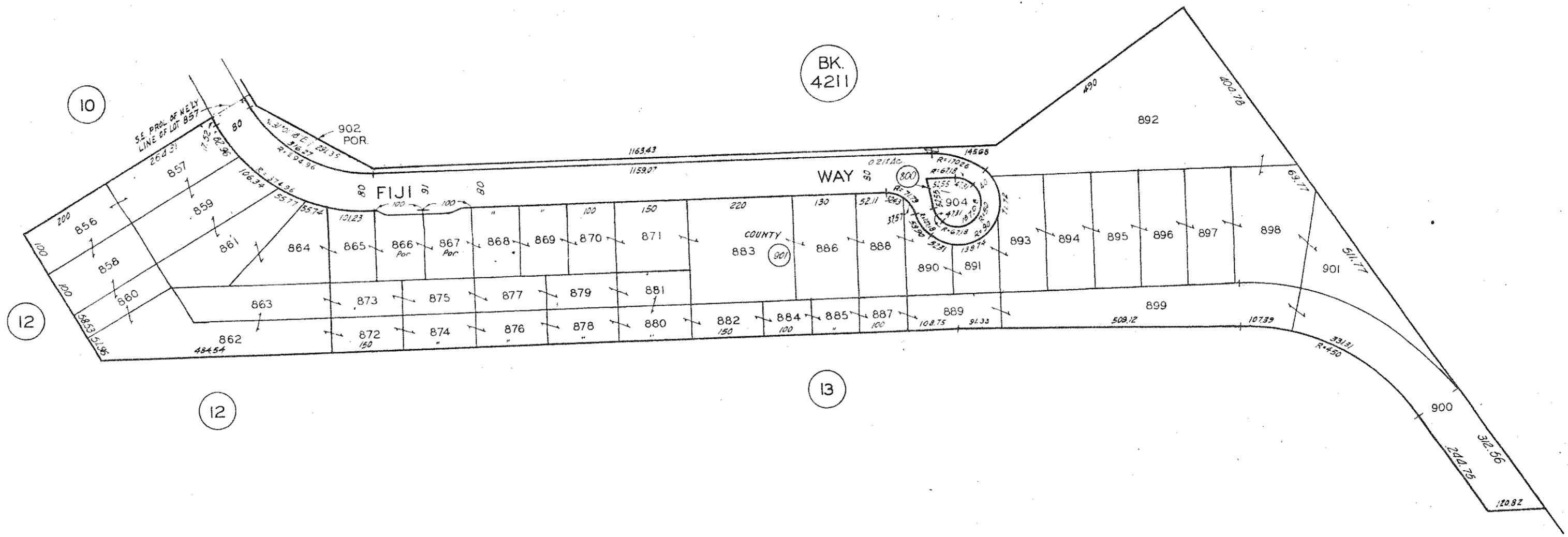




Figure 7. Commercial Office Building at 4727 Wilshire Boulevard and Hudson Avenue (1969), Los Angeles, California, designed by Architect Abraham Shapiro.

**APPENDIX C: TAX ASSESSOR MAP AND ORIGINAL SITE PLANS**

1986



CODE

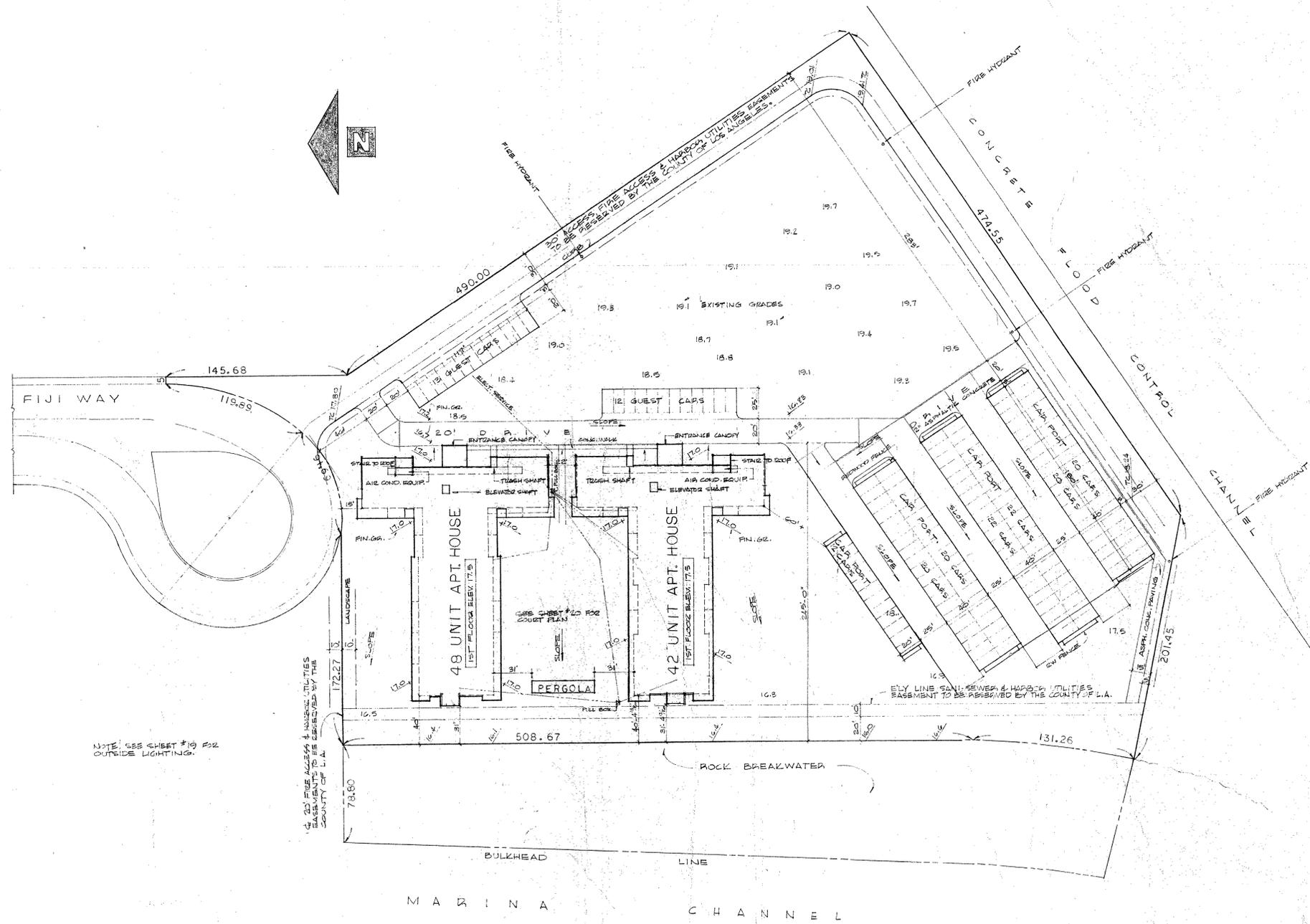
1608

FOR RECORD DIMENSIONS SEE A.M. BELOW

L.A.C.A. MAP NO. 88 A.M. 1-53-70

FOR PREV. ASSM'T SEE:  
400-25

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.



NOTE: SEE SHEET #19 FOR OUTSIDE LIGHTING.

1. 20' FIRE ACCESS & UTILITY EASEMENTS TO BE PRESERVED BY THE COUNTY OF L.A.

PARCEL 64 MARINA DEL REY LEASES

P L O T P L A N  
SCALE 1" = 40'

ARCHITECT  
GILBERT A. GRIFFIN A.I.A.  
& GLENN M. KREBS  
STATE 3-1333 14044 VENTURA BOULEVARD · SHERMAN OAKS · CALIFORNIA

REV 8-4-63  
DATE JO

INDEX TO DRAWINGS

**ARCHITECTURAL**

AK SHEAR NOTES & GARAGE FLOOR PLAN  
 AL PARTIAL GARAGE FLOOR PLAN (BLDG. 1)  
 AM FIRST FLOOR PLAN (BLDG. 1)  
 AN SECOND FLOOR PLAN (BLDG. 1)  
 AP THIRD FLOOR PLAN (BLDG. 1)  
 AQ GARAGE FLOOR PLAN  
 AR FIRST FLOOR PLAN (BLDG. 2)  
 AS SECOND FLOOR PLAN (BLDG. 2)  
 AT THIRD FLOOR PLAN (BLDG. 2)  
 AU ROOF PLAN & STAIR DETS.  
 AV TRUCK FLOOR PLAN  
 AW 1ST FLOOR BEARING WALLS, SHEAR WALLS, LET-IN BRACES & BOLTING  
 AX SECOND FLOOR PLAN  
 AY 3RD FLOOR PLAN, SHEAR WALLS  
 AZ ROOF PLAN & STAIR DETS.  
 BA ELEVATIONS & SECTIONS (BLDG. 1 & ADMIN./REC.)  
 BB ELEVATIONS & SECTIONS (BLDG. 2) & ELEVATOR DETS.  
 BC FLOOR PLANS AET TYPES O, K, M, N, P & R  
 BD FLOOR PLANS AET TYPES S, H, L & O BARS  
 BE FLOOR PLANS AET TYPES A, B, C, D, E & J  
 BF ADMIN./REC. & TOILET RA. FLOOR PLANS  
 BG CONSTRUCTION DETAILS (BLDG. 1 & 2)  
 BH SCHEDULES, DOOR & WINDOW DETAILS  
 BI ADMIN./REC. INT. ELEV. & STL. DETAILS  
 BJ STAIRS & MISCELLANEOUS DETAILS  
 BK INTERIOR ELEVATIONS (BLDG. 1 & 2)

**ELECTRICAL**

E1 PLOT PLAN  
 E2 GARAGE EAST HALF  
 E3 FIRST FLOOR PLAN (BLDG. 1)  
 E4 SECOND FLOOR PLAN (BLDG. 1)  
 E5 THIRD FLOOR PLAN (BLDG. 1)  
 E6 GARAGE FLOOR PLAN  
 E7 FIRST FLOOR PLAN (BLDG. 2)  
 E8 SECOND FLOOR PLAN (BLDG. 2)  
 E9 THIRD FLOOR PLAN (BLDG. 2)  
 E10 RISER DIAGRAM  
 E11 TYPICAL APARTMENT FLOOR PLANS (BLDG. 1 & 2)  
 E12  
 E13  
 E14  
 E15  
 E16  
 E17  
 E18

**STRUCTURAL**

S1 TYPICAL DETAILS, SECTIONS AND GENERAL NOTES  
 S2 PARTIAL FOUNDATION PLAN (BLDG. 1)  
 S3 PARTIAL FOUNDATION PLAN (BLDG. 2)  
 S4 PARTIAL FIRST FLOOR BEARING PLAN (BLDG. 1)  
 S5 SECTIONS & DETAILS (BLDG. 2)  
 S6 DECK ELEVATIONS  
 S7  
 S8 GROUND ELEVATIONS  
 S9 ARCHITECTURAL DETAILS

**LANDSCAPE**

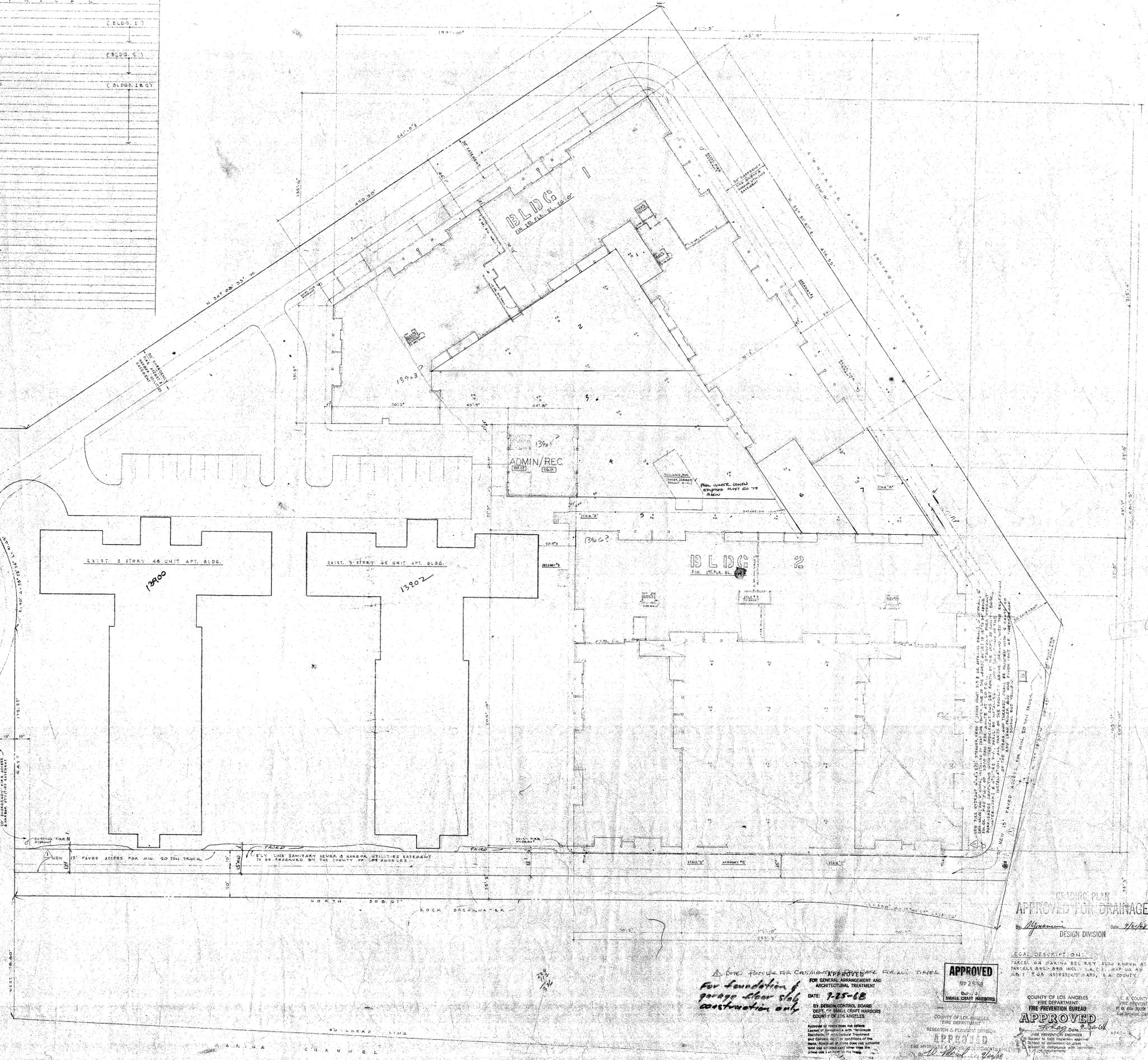
L1 LANDSCAPE PLAN  
 L2 SPRINKLER IRRIGATION PLAN

**APARTMENT BREAK DOWN**

APT. TYPE	SINGLE	ONE BEDROOM	TWO BEDROOM	THREE BEDROOM	TOTAL UNITS PER FLOOR
BLDG. 1	0	3	33	3	39
BLDG. 2	0	3	12	3	18
TOTAL	0	6	45	6	57

13908  
13910

13904  
13906



READING PLAN  
 APPROVED FOR DRAINAGE  
 By *[Signature]* DESIGN DIVISION Date 7/2/68

APPROVED  
 68-25-15  
 COUNTY OF LOS ANGELES  
 FIRE DEPARTMENT  
 FIRE PREVENTION BUREAU  
 APPROVED  
 COUNTY OF LOS ANGELES  
 FIRE DEPARTMENT  
 RESEARCH & PLANNING DIVISION  
 APPROVED  
 COUNTY OF LOS ANGELES  
 FIRE DEPARTMENT  
 RESEARCH & PLANNING DIVISION

Phase II Architectural  
 VIA VENETIA PHASE II  
 152 S. FIRST ST. WATSON, CALIF.

ABRAHAM SHAPIRO ASSOCIATES ARCHITECTS AIA  
 9201 BEVERLY BLVD., LOS ANGELES, CALIF. 90048  
 13908  
 13910  
 13904  
 13906

A1

**APPENDIX D: SITE SURVEY PHOTOS**



V-Shaped Building (1968), view northeast



U-Shaped Building (1968), view northeast



North T-Shaped Building (1963), view northeast



South T-Shaped Building (1968), view northeast



Covered Entrance North T-Shaped Building (1963), view northwest

**APPENDIX E: DPR SURVEY FORMS**

State of California — The Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary #  
 HRI #  
 Trinomial  
 NRHP Status Code

Other Listings  
 Review Code

Reviewer

Date

Page 1 of 3

\*Resource Name or #: 13900 Fiji Way

P1. Other Identifier: 13900 Fiji Way

\*P2. Location:  Not for Publication  Unrestricted

\*a. County: Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

\*b. USGS 7.5' Quad:

Date:

T ; R ; ¼ of ¼ of Sec ; M.D. B.M.

c. Address: 13900 Fiji Way

City: Marina del Rey, Los Angeles Co. Zip:90292

d. UTM: Zone: 10 ; mE/ mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation:

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The 6.39 net-acre, approximately triangular-shaped project site is located at 13900 Fiji Way (Parcel 64) in the coastal community of Marina del Rey, an unincorporated area of the County of Los Angeles. The site is currently developed with the Villa Venetia apartment complex, which was constructed between 1964 and 1969 at the terminus of Fiji Way. The existing apartment units consist of approximately 224 studio, one, two, and three bedroom units contained within four three-story buildings. Two of the four existing apartment buildings sit atop a podium formed by a single-level semi-subterranean garage while the other two apartment buildings are on-grade. In addition, the site contains a two-story clubhouse/office, a utility building, two swimming pools, and a paddle tennis court. The site has a building footprint of 98,309 square feet, with a total building area of approximately 292,808 square feet. The architecture of the buildings generally consists of wood-frame stucco buildings. (continued on page 3)

\*P3b. Resource Attributes: (List attributes and codes)

\*P4. Resources Present:  Building  Structure  Object  Site  District  Element of District  Other (Isolates, etc.)



P5b. Description of Photo: (View, date, accession #)  
 North T-Shaped Building (1963), view northeast

\*P6. Date Constructed/Age and Sources:  
 Historic  Prehistoric  Both

\*P7. Owner and Address:  
 Lyon Owners acquired the Villa Venetia from Tuxedo Real Estate LP in 2004 and is the current owner of the ground lease.

\*P8. Recorded by: (Name, affiliation, and address)  
 Jon L. Wilson  
 PCR Services Corp.  
 233 Wilshire Boulevard, Suite 130  
 Santa Monica, California 90401

\*P9. Date Recorded:  
 July 15, 2010

\*P10. Survey Type: (Describe)  
 Intensive Level Survey

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.")

Phase II Historic Resources Technical Report, 13900 Fiji Way Street Marina del Rey, Los Angeles County, California. Prepared for Theodora Oringher Miller & Richman, Costa Mesa, California. Prepared by PCR Services, 233 Wilshire Blvd, Suite 130, Santa Monica, CA 90401

\*Attachments:  NONE  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  Artifact Record  Photograph Record  Other (List):

DPR 523A (1/95)

\*Required information

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or # (Assigned by recorder) 13900 Fiji Way

- B1. Historic Name: None
- B2. Common Name: 13900 Fiji Way
- B3. Original Use: Multi-family Housing
- B4. Present Use: Multi-family Housing

\*B5. **Architectural Style:** Postwar Stucco Multi-Family Housing  
\*B6. **Construction History:** (Construction date, alterations, and date of alterations)

1963: Original T-shaped buildings completed.  
1968: U-shaped building completed. 1981: Interior partitions added in northwestern corner of building.

\*B7. **Moved?**  No  Yes  Unknown **Date:** **Original Location:**  
\*B8. **Related Features:**

B9a. Architect: Abraham Shapiro Associates Architects (1968) and Gilbert Griffen (1963)      b. Builder: Unknown

\*B10. **Significance: Theme:** Postwar Multi-family Housing      **Area:** Los Angeles  
**Period of Significance:** 1963-1968      **Property Type:** Multi-family Housing      **Applicable Criteria:** N/A  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

The overall appearance of the existing property in comparison with the original architectural drawings indicates that few alterations have been made over the years, although the surrounding setting has been altered. Therefore, the property retains high integrity in terms of location, design, materials, workmanship, feeling, and association.

The Villa Venetia located at 13900 Fiji Way does not appear eligible for listing in the National Register as an individual property or as a contributor to a district. The building does not meet the threshold of significance for national designation because it does not exemplify “the broad cultural, political, economic, or social history of the nation, state, or City” with a national level of significance. The building is not identified with any nationally significant personages or with important events. (Continued on page 3)

B11. Additional Resource Attributes: (List attributes and codes)

\*B12. **References:** Historic Photos, Tax Assessor Information, original drawings

B13. Remarks:

\*B14. **Evaluator:** Jon L. Wilson PCR Services Corp.  
233 Wilshire Boulevard, Suite 130  
Santa Monica, California 90401

\*Date of Evaluation: July 15, 2010

(This space reserved for official comments.)



### P3 Description (Continued)

The Villa Venetia apartments include four detached multi-family residential buildings set on a landscaped site with scenic views of both the Marina and Ballona Creek. The buildings are typical low-rise multi-family residential structures that incorporate some detailing and components from the postwar Modern Movement in Arts and Architecture. The original two buildings completed in 1963 were designed by Gilbert Griffin. They are T-shaped with a courtyard between them located on the northeast portion of the lot. The courtyard includes a pool surrounded by grass and hedges and is divided from the Marina by a tall pergola supported by thin wood columns topped with a flat roof. The three-story buildings are stucco with wood framing and have recessed balconies with floor to ceiling sliding glass doors and aluminum-frame slider windows. The roofs are flat and span to the edge of the balcony creating a covered exterior patio, while horizontal wood lath louvers screen the stairs from the exterior. There is a formal covered entrance located off the primary vehicle circulation for the property, with floor-to-ceiling glazed walls and far-spanning awning supported by four wood columns.

The circa 1968 buildings, designed by Abraham Shapiro Associates Architects, are located on the south edge of the property. A U-shaped building just south of the original residences continues the theme of the original plan by placing the units fronting the courtyard, which is open to the Marina. A second V-shaped building, which houses the leasing offices, forms a nearly enclosed courtyard with a central pool. The 1968 improvements have a concrete courtyard with large rounded planters. The three story buildings are stucco with wood framing and have recessed balconies with floor-to-ceiling sliding-glass doors and aluminum-frame slider windows. The exterior walls of the leasing office on the V-shaped building have a brick veneer. Like the original buildings, they have a flat roof that extends to the edge of the balconies creating covered patios.

### B10 Significance Continued

The architecture is not representative of an architectural type that has national significance. Although the subject property does have a successful site plan that frames views of the Marina and of Ballona Creek, the complex is a typical example of postwar multi-family residential architecture that incorporates Modern detailing and materials, but does not include a Modern floor plan, transparency, or spatial arrangements associated with the Modern Movement in architecture. The architecture firms of Gilbert Griffin and Abraham Shapiro and Associates appear to have had successful local practices but do not meet the threshold of significance of a master builder at the national, state, or local level. The apartment complex is similar in appearance to other existing apartment buildings constructed during the 1960s within the Marina. The primary function of the Marina was to create a boating harbor for public use. The original plan and later Gruen land use plan for the Marina adhere to the notion that the waterways and docks, not the buildings, were the primary features of the Marina that called for a cohesive integrated design and form. Improvements to the built environment surrounding the waterways and docks had only a programmatic plan including use and scale. Therefore, the original buildings of the Marina have no noticeable connection, and instead include examples as diverse as the faux Cape Cod Village, "Fisherman's Village," to the "roadside" restaurants along Via Marina, to the large, repetitive stucco apartments such as the Villa Venetia. The varied architectural styles in the Marina were developed independently of one another, and underwent separate design reviews on a case-by-case basis. Over the years, the original appearance of the Marina has been updated with a variety of in-fill and redevelopment projects in a various contemporary styles and materials, including some recent large-scale high rise projects. Therefore, the subject property is not eligible as a contributor to a potential historic district.

The Villa Venetia located at 13900 Fiji Way does not appear eligible for individual listing in the California Register under any of the criteria. It does not reach the threshold of significance for individual listing under Criterion 1 or 3 in the California Register, and its lack of connection to historic personages makes it ineligible at the state level for criterion 2. The building is ineligible for designation under criterion 3, as neither Griffin nor Shapiro's career meets the threshold of significance at the state level of a master builder, or prominent or notable architect in the local or region. Finally, the property was extensively graded for the construction of the existing apartment complex. It is therefore unlikely to yield information important in prehistory or history, and is not eligible under criterion 4.

The Villa Venetia does not appear eligible for listing as a contributor to a district under criteria 1, 2, or 3 of the California Register. The Villa Venetia is an intact example of a 1960s apartment complex which appears to have been designed in conformance with the architectural treatment and construction standards adopted by the Board of Supervisors for the Marina. However, there is no cohesive district in Marina del Rey. The built environment of the Marina was not developed with architectural design guidelines or an architecturally designed master plan. Instead, the buildings of the Marina were aligned according to the original land use plan and the later Gruen land use plan that merely dictated suggested uses and scales of improvements. The varied architectural styles in the Marina were developed independently of one another, and underwent separate design reviews on a case-by-case basis. Furthermore, the Marina as a whole does not retain the integrity or design intent of the original land use plan. Marina del Rey has seen substantial changes over the years including construction of new infill and infrastructure as well as redevelopment projects that have deviated in scale and treatment from the intent of the original land use plan, detracting considerably from its integrity as a potential historic district.

# **APPENDIX “N”**

## Comments Received During the Public Review Period

### April 12, 2010 – May 12, 2010

1. Suzanne Feit, April 16, 2010
2. Steve Edwards, April, 18, 2010
3. South Coast Air Quality Management District, April 22, 2010  
(SCAQMD Clarification Letter, May 27, 2010)
4. City of Los Angeles Bureau of Sanitation, April 28, 2010
5. Marina del Rey Lessees Association, May 4, 2010
6. Marc D. Jackson, May 10, 2010
7. Department of Fish and Game, May 11, 2010

### July 5, 2010 – August 4, 2010 *(Recirculated)*

8. Hans Etter, July 6, 2010
9. Jon Nahhas, July 6, 2010
10. Native American Heritage Commission July 16, 2010
11. Los Angeles County Sheriff Department, July 26, 2010
12. City of Los Angeles Bureau of Sanitation, July 28, 2010

## Tashjian, Maral

---

**From:** suzfeit@aol.com  
**Sent:** Friday, April 16, 2010 2:16 PM  
**To:** Tashjian, Maral  
**Subject:** Villa Venetia Apartments Concerns

Dear Ms. Tashjian,  
I have been living in the Villa Venetia Apartments for the past 7 years. I thoroughly enjoy the location.

I am however, very concerned about the stated renovations. The renovations will address cosmetic issues and that might be nice. HOWEVER, the water that comes out of my sinks is often BROWN and nothing that I would ever wish to drink! I filter my water twice before using for cooking or drinking. The toilets and plumbing are very old and often gets clogged. This has caused sewage to back up into my sinks and on occasion the tub. This is a health hazard that does not appear to be addressed in the renovation project.

I will move out of the premises when it comes time to renovate my building. I do not anticipate returning because the rent will be higher and the plumbing is very poor. In addition, the laundry rooms now are filled with mold and poor ventilation. I would really hope that if they do put washing machines into every apartment that ventilation will be addressed. I can not imagine that the air vents etc will be effective. At this time they can not even attempt to vent the only laundry room down the hall from my apartment.

Suzanne Feit  
13904 Fiji Way #140  
Marina Del Rey, CA 90292

## Tashjian, Maral

---

**From:** steve [stevev5234@yahoo.com]  
**Sent:** Sunday, April 18, 2010 9:18 AM  
**To:** Tashjian, Maral  
**Subject:** Villa Venetia project

With regards the above subject I feel it necessary to mention that your proposal includes removal of most of the vegetation surrounding the existing buildings. This would probably cause the Blue Herons to leave the area. They are protected by law. Also, the construction NOISE would scare away any birds that wanted to stay!!

Secondly, the Department of Beaches & Harbors, if you review their original charter, has NO say as to any construction in the Marina or anywhere else. They are responsible for boat permits and keeping the shoreline (beaches) up to standard. The salary of the director is not in line (way too high) with those responsibilities!

Please do not cross the Coastal Commission.

Steve Edwards  
Marina Del Rey



South Coast  
Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182  
(909) 396-2000 • www.aqmd.gov

E-MAILED: APRIL 22, 2010

April 22, 2010

Ms. Maral Tashjian  
County of Los Angeles  
Department of Regional Planning  
Special Projects Section  
320 West Temple Street  
Los Angeles, CA 90012-3225

**Draft Mitigated Negative Declaration (MND) for  
Project Number R2009-00752-(4) Villa Venetia Apartments**

South Coast Air Quality Management District (AQMD) staff appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the Lead Agency and should be incorporated into the Final MND.

AQMD staff notes that the Initial Study/MND identifies the potential for asbestos containing materials in the structures proposed for rehabilitation. The lead agency is reminded that demolition and renovation activities are subject to AQMD rule 1403. Reference to this rule should be made in the Final MND.

Pursuant to Public Resources Code Section 21092.5, please provide the SCAQMD staff with written responses to all comments contained herein prior to the adoption of the Final MND. The AQMD staff is available to work with the Lead Agency to address these issues and any other questions that may arise. If you have any questions regarding these comments, please contact Ian MacMillan at (909) 396-3244.

Sincerely,

A handwritten signature in black ink that reads "Ian V. MacMillan".

Ian MacMillan  
Program Supervisor, CEQA – Inter-Governmental Review  
Planning, Rule Development & Area Sources

Attachment

IM  
LAC100408-04  
Control Number

## Tashjian, Maral

---

**From:** Ian MacMillan [imacmillan@aqmd.gov]  
**Sent:** Thursday, May 27, 2010 2:49 PM  
**To:** Tashjian, Maral  
**Subject:** RE: Comments regarding Villa Venetia Apartments MND

Maral,

This email is a follow up to our discussion on the phone earlier today. The bottom of our comment letter for the Villa Venetia project inadvertently included the word 'Attachment'. As we discussed, there is no attachment associated with that comment letter.

Should you have any further questions, don't hesitate to contact me.

Regards,  
Ian MacMillan

Program Supervisor - CEQA Intergovernmental Review  
South Coast Air Quality Management District

(909) 396-3244

---

**From:** Ian MacMillan  
**Sent:** Thursday, April 22, 2010 5:07 PM  
**To:** 'mtashjian@planning.lacounty.gov'  
**Cc:** Angela Kim  
**Subject:** Comments regarding Villa Venetia Apartments MND

Ms. Tashjian,

Attached to this email please find comments regarding the MND prepared for the Villa Venetia Apartments, Project #R2009-00752-4. Should you have any questions, don't hesitate to contact me.

Regards,  
Ian MacMillan

Program Supervisor - CEQA Intergovernmental Review  
South Coast Air Quality Management District

(909) 396-3244

# CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

April 28, 2010

DEPARTMENT OF  
PUBLIC WORKS

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR  
DIRECTOR

TRACI J. MINAMIDE  
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN  
ADEL H. HAGEKHALIL  
ALEXANDER E. HELOU  
ASSISTANT DIRECTORS

WASTEWATER ENGINEERING SERVICES  
DIVISION  
2714 MEDIA CENTER DRIVE  
LOS ANGELES, CA 90065  
FAX: (323) 342-6210 OR 342-6211

File: SC.CE.

BOARD OF  
PUBLIC WORKS  
COMMISSIONERS  
CYNTHIA M. RUIZ  
PRESIDENT  
JULIE B. GUTMAN  
VICE PRESIDENT  
PAULA A. DANIELS  
PRESIDENT PRO TEMPORE  
ANDREA A. ALARCÓN  
VALERIE LYNNÉ SHAW

Ms. Maral Tashjian, Regional Planning Assistant  
Special Projects Section  
Department of Regional Planning  
County of Los Angeles  
320 West Temple Street  
Los Angeles, CA 90012-3225

Dear Ms. Tashjian:

## Villa Venetia Apartments – Mitigated Negative Declaration

This is in response to your April 8, 2010 letter requesting wastewater service information for the proposed project. The Bureau of Sanitation, Wastewater Engineering Services Division (WESD) has reviewed the request and found the project to be related to the rehabilitation of the exterior and the interior of the residential units, the removal and replacement of much of the existing vegetation on-site, reconfiguration of on-site parking, and the enhancement of existing active and passive on-site recreational facilities only. Based on the project description, we have determined the project is unrelated to sewers and therefore do not have sufficient details to offer an analysis at this time. Should the project description change, please continue to send us information so that we may determine if a sewer assessment is required in the future.

If you have any questions, please call Abdul Danishwar of my staff at (323) 342-6220.

Sincerely,

Brent Lorscheider, Division Manager  
Wastewater Engineering Services Division  
Bureau of Sanitation

Div Files\SCAR\CEQA Review\Final CEQA Response Ltrs\Villa Venetia Aparts Mitigated Neg Dec



**Marina del Rey  
Lessees Association**

C/o Mr. Timothy C. Riley, Executive Director  
8537 Wakefield Avenue  
Panorama City, CA 91402  
Telephone: 818-891-0495; FAX: 818-891-1056

May 4, 2010

Mr. Michael Tripp  
Department of Regional Planning  
320 West Temple Street  
Los Angeles, CA 90012

RE: Villa Venetia (Parcel 64) Renovation Project

Dear Mr. Tripp:

At a recent meeting of the Marina del Rey Lessees Association, representatives of Villa Venetia provided a PowerPoint presentation of the extensive renovations planned for both the interior and exterior of the apartment complex originally constructed in 1964.

The Association supports the proposed renovation of Villa Venetia. From the Association's perspective, there are two salient points in favor of this proposed renovation. First, the Villa Venetia renovation project is consistent with the Marina del Rey Local Coastal Program (LCP) in that the proposal does not require any amendment to the existing LCP. The project retains the existing property's original footprint and the same number of apartment units.

Second, the existing complex is outmoded and greatly needs more than just a cosmetic facelift. The complete renovation and rehabilitation will result in an architecturally desirable property that brings a beneficial improvement to the entire Marina del Rey community.

We hope the Small Craft Harbor Commission will look favorably upon a renovation project that enhances our community.

Sincerely,

David O. Levine  
President

May 10, 2010

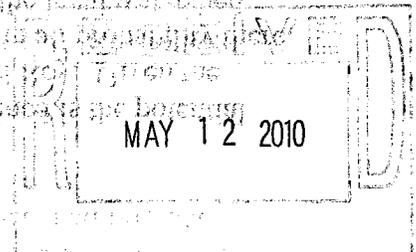
Ms. Tashjian,

In response to the application by Lyon Villa Venetia, LLC for a Mitigated Negative Declaration to be adopted for a proposed rehabilitation project, there do seem to be additional factors that must be considered and are in all probability outside the scope of a MND. First of all, the effect of this proposed construction upon various local nesting sites (in particular the trees adjacent to the Coast Guard station as well as the palm trees between Villa Venetia and the UCLA Boathouse) must be studied in order to determine if the noise, sound, dust, traffic and associated commotion associated with the proposed construction would affect the breeding cycles of the federally protected birds (Great Blue Herons, et cetera) that nest in these trees. In the case of the trees adjacent to the 13900 building the distance between the structure & the actual trees is only a few feet. This is a very important point and I can't say that I've seen a plan to mitigate these impacts. If the nesting patterns were to be disrupted, what effect would that have on the wetlands? Would this put the government in the position of having to reintroduce the species into the area? Until this is studied in-depth we will not have these answers and I do not believe that MND will provide those answers.

Another aspect of this proposed project that will need to be examined is the potential run-off from this project directly to the main channel of Marina Del Rey. Given the proximity of the existing apartment buildings to the main channel, in all probability there will be a significant amount untreated run-off making its way into the local watershed. How will these effects be mitigated? In addition, much of the vegetation on-site will be removed and replaced, although this process will require the importation of many tons of fertilizer for the new plantings. The proposed project, as designed, will have quite a bit of additional vegetated areas which will magnify the quantity of water used and subsequently the amount of water finding its way into the watershed along with quite a bit of run-off (directly & indirectly) from the nitrogen based fertilizer that will be used. Have these impacts been studied? What effect will the leaching from tons of new fertilizer have on the surrounding ecosystem?

Although it is true that the proposed project will occupy virtually the same footprint of the existing buildings, the environmental impacts of the proposed construction will be felt throughout the local ecosystem. Given the amount of construction involved and proximity of Villa Venetia to sensitive habitat areas I believe that is incumbent upon to Lyon Villa Venetia, LLC to conduct a full environmental impact report to assess these impacts.

Marc D. Jackson, M.Arch.  
J & A Design  
P.O. Box 6156  
Malibu, CA. 90264





California Natural Resources Agency  
**DEPARTMENT OF FISH AND GAME**

**ARNOLD SCHWARZENEGGER, Governor**

**JOHN MCCAMMAN, Director**

South Coast Region  
 4949 Viewridge Avenue  
 San Diego, CA 92123  
 (858) 467-4201  
<http://www.dfg.ca.gov>



May 11, 2010

Ms. Maral Tashjian  
 County of Los Angeles Department of Regional Planning  
 Special Projects Section  
 320 West Temple Street  
 Los Angeles, CA 90012-3225

**Subject: Draft Mitigated Negative Declaration for Villa Venetia Apartments,  
 County Project Number R2009-00752-(4) SCH # 2010011078**

Dear Ms. Tashjian

The Department of Fish and Game (Department) has reviewed the Initial Study (IS) and Draft Mitigated Negative Declaration for the 6.45 acre Villa Venetia Apartment rehabilitation Project located at 13900 Fiji Way, Marina del Rey, CA 90292. The site is located at the terminus of Fiji Way, east of the Marina del Rey small craft harbor, north of the UCLA boat house and Ballona Creek, and west of the Ballona Wetlands. The proposed project consists of the rehabilitation of the 224-unit Villa Venetia apartment complex. These improvements consist of rehabilitation of the exterior of all four apartment structures and the interior of the residential units, the removal and replacement of much of the existing vegetation on site, the reconfiguration of on-site parking, and the enhancement of existing active and passive on-site recreational facilities.

We prepared the following statements and comments pursuant to our authority as Trustee Agency with jurisdiction over natural resources affected by the project under the California Environmental Quality Act (CEQA Section 15386) and Responsible Agency (Section 15381) over those aspects of the proposed project that come under the purview of the California Endangered Species Act (Fish and Game Code Section 2050 *et seq.*) and Fish and Game Code Section 1600 *et seq.* regarding impacts to streams and lakes.

**Impacts to Biological Resources**

1. Protection for Nesting Great Blue Heron – The IS states that "in total, the confirmed use of eight (8) onsite and extant nest trees by pairs of Great Blue Herons has been documented since 2005 and otherwise reported since 2002. The Project will retain eight (8) existing trees in-place, including three Monterey cypress trees, Monterey pines, one lemon-scented gum tree, and two Mexican fan palms. The Project will also enhance the landscaping within the existing roundabout (public right-of-way) at the end of Fiji Way."

The Department concurs that every effort should be made to retain existing on-site nest trees for great blue heron and replace nesting habitat for other native birds as public safety considerations allow.

2. Monitoring and Nesting Surveys for Native Birds Including Great Blue Heron – Mitigation measures in the IS states that "A qualified biologist shall conduct weekly nesting bird surveys beginning at least 30 days before the start of the designated nesting period, i.e., by

*Conserving California's Wildlife Since 1870*

Ms. Maral Tashjian  
May 11, 2010  
Page 2 of 2

January 1. The weekly surveys shall continue for two weeks following the designated nesting period, i.e., during September 1 – September 15 of each project year (the date extension will serve to confirm departure of nest-dependent fledglings). Weekly bird monitoring shall be replaced by monthly surveys during September 16 through December 31. "

The IS further states that from "September 16 – December 31, the biologist will make monthly site checks during work period, but bird monitoring is not required."

a. The provisions for bird surveys, monitoring and site checks in the mitigation measures appear unclear. Please define "monitoring", "surveys" and "site checks" as they pertain to protection of native birds in the mitigation measures during the described time periods.

b. The Department recommends that weekly nesting surveys for great blue heron commence November 1 considering documented nesting behavioral accounts during this month at the project site which were brought to the attention of the Department. All standard nest avoidance measures described in the IS should be employed if great blue heron or any other bird nesting activity is observed during any of the surveys.

The Department recommends that the above concerns be addressed in the Mitigated Negative Declaration for the project.

Thank you for this opportunity to provide comment. Please contact Mr. Scott Harris, Environmental Scientist, at (626) 797-3170 if you should have any questions and for further coordination on the proposed project.

Sincerely,



Edmund Pert  
Regional Manager  
South Coast Region

cc: Ms. Helen Birss, CDFG, Los Alamitos  
Ms. Terri Dickerson, CDFG, Laguna Niguel  
Karen Miner, CDFG, San Diego  
Ms. Kelly Schmoker, CDFG, Pasadena  
Mr. Scott Harris, CDFG, Pasadena  
State Clearinghouse, Sacramento

## Tashjian, Maral

---

**From:** HANS ETTER [msginabttl@yahoo.com]  
**Sent:** Tuesday, July 06, 2010 3:50 PM  
**To:** Tashjian, Maral  
**Subject:** Re: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

This negative enviro bullshit is bogus. How can you say a remodel of a fifty year old building wont have any impact on the environment? The building is located upwind from a wetland and it contains asbestos and lead paint and god only knows what else it has. This project need an environmental impact study before it proceeds.

Hans Etter

Be kind to the less fortunate! 

--- On Tue, 7/6/10, Tashjian, Maral <MTashjian@planning.lacounty.gov> wrote:

From: Tashjian, Maral <MTashjian@planning.lacounty.gov>  
Subject: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project  
To:  
Date: Tuesday, July 6, 2010, 1:16 PM

Good Afternoon,

Please see the attached notice regarding the recirculation of the mitigated negative declaration and initial study for the Villa Venetia Apartment Complex Rehabilitation Project in Marina del Rey. Additional information regarding the project can be found on the Department of Regional Planning website at [http://planning.lacounty.gov/case/view/project\\_no.\\_r2009-00752-4\\_environmental\\_assessment\\_200900048\\_villa\\_venetia/](http://planning.lacounty.gov/case/view/project_no._r2009-00752-4_environmental_assessment_200900048_villa_venetia/).

Thank you,

**Maral Tashjian**, Regional Planning Assistant II  
*Special Projects Section, Current Planning Division*

Los Angeles County Department of Regional Planning

320 W. Temple Street, Room 1340, Los Angeles, CA 90012

Tel: 213.974.1516 | Fax: 213.626.0434

## Tashjian, Maral

---

**From:** Stuart Little [lamariner@gmail.com]  
**Sent:** Tuesday, July 06, 2010 3:09 PM  
**To:** Tashjian, Maral  
**Cc:** Tripp, Michael  
**Subject:** RE: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

Maral,

Thank you for your response. It would be helpful to members of the public to hear from the developer and the details of the project that will be presented to the Small Craft Harbor Commission prior to making their comments on this project. Some of our SCHC Commissioners will undoubtedly have some valuable questions that may lead to some concerns for the attending public. The Local Coastal Program calls for "maximum public participation" in the decisions for the development of Marina del Rey. In the spirit and the letter of that statute, please extend the public comment period deadline until one week after the project is heard at the SCHC (August 18).

Jon

---

**From:** Tashjian, Maral [mailto:MTashjian@planning.lacounty.gov]  
**Sent:** Tuesday, July 06, 2010 2:52 PM  
**To:** Stuart Little  
**Subject:** RE: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

Mr. Nahhas:

A scoping meeting will not be conducted for this project because the Initial Study prepared by the Department of Regional Planning determined that a Mitigated Negative Declaration, not an Environmental Impact Report, is the proper environmental document for this project. The draft MND and associated documents were prepared in conjunction with an Option to Amend Lease Agreement for Parcel 64. The Option to Amend Lease Agreement is tentatively scheduled for discussion before the Small Craft Harbor meeting on August 11. If you have any questions pertaining to the project details, please let me know.

### **Maral Tashjian**

*Special Projects Section, Current Planning Division*  
Los Angeles County Department of Regional Planning  
320 W. Temple Street, Room 1340, Los Angeles, CA 90012  
Tel: 213.974.1516 | Fax: 213.626.0434

---

**From:** Stuart Little [mailto:lamariner@gmail.com]  
**Sent:** Tuesday, July 06, 2010 1:56 PM  
**To:** Tashjian, Maral  
**Subject:** RE: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

Thanks, Maral.

Will there be a public meeting (Scoping Meeting, Commission Meeting, etc.) to introduce the details of this project prior to the August 4<sup>th</sup> deadline for public comment?

Jon Nahhas

---

**From:** Tashjian, Maral [mailto:MTashjian@planning.lacounty.gov]

**Sent:** Tuesday, July 06, 2010 1:17 PM

**Subject:** Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

Good Afternoon,

Please see the attached notice regarding the recirculation of the mitigated negative declaration and initial study for the Villa Venetia Apartment Complex Rehabilitation Project in Marina del Rey. Additional information regarding the project can be found on the Department of Regional Planning website at [http://planning.lacounty.gov/case/view/project\\_no.\\_r2009-00752-4\\_environmental\\_assessment\\_200900048\\_villa\\_venetia/](http://planning.lacounty.gov/case/view/project_no._r2009-00752-4_environmental_assessment_200900048_villa_venetia/).

Thank you,

**Maral Tashjian**, Regional Planning Assistant II  
*Special Projects Section, Current Planning Division*  
Los Angeles County Department of Regional Planning  
320 W. Temple Street, Room 1340, Los Angeles, CA 90012  
Tel: 213.974.1516 | Fax: 213.626.0434

**NATIVE AMERICAN HERITAGE COMMISSION**

915 CAPITOL MALL, ROOM 364  
SACRAMENTO, CA 95814  
(916) 653-6251  
Fax (916) 657-5390  
Web Site [www.nahc.ca.gov](http://www.nahc.ca.gov)  
e-mail: [ds\\_nahc@pacbell.net](mailto:ds_nahc@pacbell.net)



July 16, 2010

Maral Tashjian, Project Planner

**LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING**

320 West Temple Street, Room 1348  
Los Angeles, CA 90012

Re: SCH#2010011078; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the "Project R2009-00752/RENV200900048/20100110878; 224-unit Villa Venetia Apartment Complex"; located in the Marina del Rey area; Los Angeles County, California.

Dear Maral Tashjian:

The Native American Heritage Commission (NAHC) is the state 'trustee agency' pursuant to Public Resources Code §21070 for the protection and preservation of California's Native American Cultural Resources.. (Also see *Environmental Protection Information Center v. Johnson (1985) 170 Cal App. 3<sup>rd</sup> 604*). The California Environmental Quality Act (CEQA - CA Public Resources Code §21000-21177, amended in 2009) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the California Code of Regulations §15064.5(b)(c)(f) CEQA guidelines). Section 15382 of the CEQA Guidelines defines a significant impact on the environment as "a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. To adequately assess the project-related impacts on historical resources, the Commission recommends the following.

The Native American Heritage Commission did perform a Sacred Lands File (SLF) search in the NAHC SLF Inventory, established by the Legislature pursuant to Public Resources Code §5097.94(a) and Native American Cultural resources weret not identified within the APE identified for the project. However, there are Native American cultural resources in close proximity to the APE. Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries once a project is underway. Enclosed are the names of the nearest tribes and interested Native American individuals that the NAHC recommends as 'consulting parties,' for this purpose, that may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We recommend that you contact persons on the attached list of Native American contacts. A Native American Tribe or Tribal Elder may be the only source of information about a cultural resource.. Also, the NAHC recommends that a Native American Monitor or Native American culturally knowledgeable person be employed whenever a professional archaeologist is employed during the 'Initial Study' and in other phases of the environmental planning processes.. Furthermore we suggest that you contact the California Historic Resources Information System (CHRIS) at the Office of Historic Preservation (OHP) Coordinator's office (at (916) 653-7278, for referral to the nearest OHP Information Center of which there are 11.

Consultation with tribes and interested Native American tribes and interested Native American individuals, as consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA (42 U.S.C. 4321-43351) and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 [f] *et se*), 36 CFR Part 800.3, the President's Council on Environmental Quality (CSQ; 42 U.S.C. 4371 *et seq.*) and NAGPRA (25 U.S.C. 3001-3013), as appropriate. The 1992 *Secretary of the Interior's Standards for the Treatment of Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including *cultural landscapes*.

Lead agencies should consider avoidance, as defined in Section 15370 of the California Environmental Quality Act (CEQA) when significant cultural resources could be affected by a project. Also, Public Resources Code Section 5097.98 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery. Discussion of these should be included in your environmental documents, as appropriate.

The authority for the SLF record search of the NAHC Sacred Lands Inventory, established by the California Legislature, is California Public Resources Code §5097.94(a) and is exempt from the CA Public Records Act (c.f. California Government Code §6254.10). The results of the SLF search are confidential. However, Native Americans on the attached contact list are not prohibited from and may wish to reveal the nature of identified cultural resources/historic properties. Confidentiality of 'historic properties of religious and cultural significance' may also be protected under Section 304 of the NHPA or at the Secretary of the Interior's discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C. 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APE and possibly threatened by proposed project activity.

CEQA Guidelines, Section 15064.5(d) requires the lead agency to work with the Native Americans identified by this Commission if the initial Study identifies the presence or likely presence of Native American human remains within the APE. CEQA Guidelines provide for agreements with Native American, identified by the NAHC, to assure the appropriate and dignified treatment of Native American human remains and any associated grave liens. Although tribal consultation under the California Environmental Quality Act (CEQA; CA Public Resources Code Section 21000 – 21177) is 'advisory' rather than mandated, the NAHC does request 'lead agencies' to work with tribes and interested Native American individuals as 'consulting parties,' on the list provided by the NAHC in order that cultural resources will be protected. However, the 2006 SB 1059 the state enabling legislation to the Federal Energy Policy Act of 2005, does mandate tribal consultation for the 'electric transmission corridors. This is codified in the California Public Resources Code, Chapter 4.3, and §25330 to Division 15, requires consultation with California Native American tribes, and identifies both federally recognized and non-federally recognized on a list maintained by the NAHC

Health and Safety Code §7050.5, Public Resources Code §5097.98 and Sec. §15064.5 (d) of the California Code of Regulations (CEQA Guidelines) mandate procedures to be followed, including that construction or excavation be stopped in the event of an accidental discovery of

any human remains in a location other than a dedicated cemetery until the county coroner or medical examiner can determine whether the remains are those of a Native American. . Note that §7052 of the Health & Safety Code states that disturbance of Native American cemeteries is a felony.

Again, Lead agencies should consider avoidance, as defined in §15370 of the California Code of Regulations (CEQA Guidelines), when significant cultural resources are discovered during the course of project planning and implementation

Please feel free to contact me at (916) 653-6251 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Dave Singleton". The signature is written in a cursive style with a large, sweeping "D" and "S".

Dave Singleton  
Program Analyst

Attachment: List of Native American Contacts

Cc: State Clearinghouse



Native American Contacts  
July 16, 2010  
Los Angeles County

Gabrielino-Tongva Tribe  
Linda Candelaria, Chairwoman  
1875 Century Park East, Suite 1500  
Los Angeles, CA 90067 Gabrielino  
(310) 587-2203  
310-428-5767- cell  
(310) 587-2281  
lcandelaria1@gabrielinoTribe.org

**This list is current only as of the date of this document.**

**Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code. Also, federal National Environmental Policy Act (NEPA), National Historic Preservation Act, Section 106 and federal NAGPRA. And 36 CFR Part 800.3.**

**This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2010011078; CEQA Notice of Completion; proposed Mitigated Negative Declaration for Project No. R2009-00752; located in the Marina del Rey area for a 224-unit Villa Venetia Apartment Complex; Los Angeles County, California**



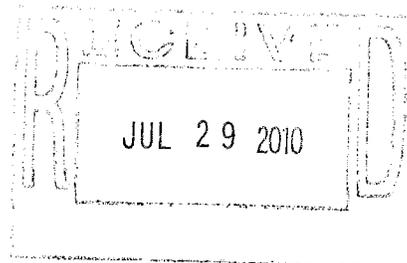
*Beroy D. Baca, Sheriff*

*County of Los Angeles*  
**Sheriff's Department Headquarters**

*4700 Ramona Boulevard  
Monterey Park, California 91754-2169*



July 26, 2010



Ms. Maral Tashjian  
Special Projects Section  
Department of Regional Planning  
320 West Temple Street  
Los Angeles, California 90012-3225

Dear Ms. Tashjian:

**REVIEW COMMENTS  
NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION  
THE VILLA VENETIA APARTMENTS**

This letter is transmitted in response to your request for comments on a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration for the Villa Venetia Apartments. The proposed project involves rehabilitation and enhancement activities on the existing 224-unit Villa Venetia apartment complex, located at 13900 Fiji Way, in the unincorporated community of Marina del Rey. The proposed project will not increase internal floor area, the number of on-site rental units, or the current height of any on-site structure; nor will the proposed project alter the intensity of use or density of the existing apartment complex.

Please see the attached comments, dated July 20, 2010, from Reginald D. Gautt, Acting Captain of the Marina del Rey Station of the Los Angeles County Sheriff's Department (LASD).

In summary, the Marina del Rey Station has reviewed the NOI and, at this time, expects the current level of law enforcement resources at the station to adequately serve the proposed project.

The station has no further comment at this time, but reserves the right to address this matter in subsequent reviews of the proposed project.

Thank you for including LASD in the environmental review process for the proposed project. We look forward to further reviews as the process moves forward.

*A Tradition of Service Since 1850*

Ms. Maral Tashjian

- 2 -

July 26, 2010

Should you have any additional questions regarding this matter, please contact Mr. Lester Miyoshi, of my staff, at (626) 300-3012, and refer to Tracking Number 10-002. You may also contact Mr. Miyoshi via e-mail, at [lhmiyosh@lasd.org](mailto:lhmiyosh@lasd.org).

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Gary T.K. Tse". The signature is written in a cursive, somewhat stylized font.

Gary T.K. Tse, Director  
Facilities Planning Bureau



Leroy D. Baca, Sheriff

*County of Los Angeles*  
**Sheriff's Department Headquarters**

4700 Ramona Boulevard  
Monterey Park, California 91754-2169



July 20, 2010

Gary T. K. Tse, Director  
Facilities Planning Bureau  
Los Angeles County Sheriff's Department  
1000 South Fremont Avenue  
Building A-9 East, 5th Floor, Unit 47  
Alhambra, California 91803

**REQUEST FOR COMMENTS FOR LOS ANGELES COUNTY REGIONAL  
PLANNING'S NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE  
DECLARATION OF VILLA VENETIA APARTMENTS AT 13900 FIJI WAY (10-002)**

Dear Director Tse:

The following is a response to a April 14, 2010, request for comments and pertinent information regarding the Notice of intent to Adopt a Mitigated Negative Declaration.

The Marina del Rey Sheriff's Station provides primary law enforcement services for the unincorporated areas of Marina del Rey, Ladera Heights, Windsor Hills and View Park. The station also provides marine law enforcement services in the Marina del Rey Harbor, and the Los Angeles County Maritime Region in general. Marina del Rey Station's land-side jurisdiction does not include incorporated areas. Although the station is located directly adjacent to the redevelopment project, response times will vary depending upon where field units are geographically located at the time they are dispatched to the location. The California Highway Patrol provides contractual traffic enforcement services to the unincorporated areas of the County, including Marina del Rey.

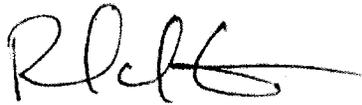
- Department's Ability to Serve the Project

**Looking only at this individual project, Marina del Rey Station would be able to serve the project.**

If you have any additional questions, please contact my staff at (310) 482-6000.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read 'R. Gautt', with a long horizontal flourish extending to the right.

Reginald D. Gautt, Acting Captain  
Unit Commander  
Marina del Rey Station

CITY OF LOS ANGELES  
CALIFORNIA

BOARD OF  
PUBLIC WORKS  
—  
COMMISSIONERS

CYNTHIA M. RUIZ  
PRESIDENT

ANDREA A. ALARCÓN  
VICE PRESIDENT

PAULA A. DANIELS  
PRESIDENT PRO TEMPORE

STEVEN T. NUTTER

VALERIE LYNNE SHAW



ANTONIO R. VILLARAIGOSA  
MAYOR

July 28, 2010

DEPARTMENT OF  
PUBLIC WORKS  
—  
BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR  
DIRECTOR

TRACI J. MINAMIDE  
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN  
ADEL H. HAGEKHALIL  
ALEXANDER E. HELOU  
ASSISTANT DIRECTORS

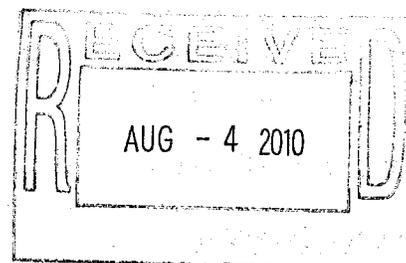
WASTEWATER ENGINEERING SERVICES DIV.  
2714 MEDIA CENTER DRIVE  
LOS ANGELES, CA 90065  
FAX: (323) 342-6210 OR 6211

File: SC.CE.

Ms. Maral Tashjian, Regional Planning Assistant  
Special Projects Section  
Department of Regional Planning  
County of Los Angeles  
320 West Temple Street  
Los Angeles, CA 90012-3225

Dear Ms. Tashjian:

**Villa Venetia Apartments – Mitigated Negative Declaration**



This is in response to your July 7, 2010 letter requesting wastewater service information for the proposed project. The Bureau of Sanitation, Wastewater Engineering Services Division (WESD) has reviewed the request and found the project to be related to the rehabilitation of the exterior and the interior of the residential units, the removal and replacement of much of the existing vegetation on-site, reconfiguration of on-site parking, and the enhancement of existing active and passive on-site recreational facilities only. Based on the project description, we have determined the project is unrelated to sewers and therefore do not have sufficient details to offer an analysis at this time. Should the project description change, please continue to send us information so that we may determine if a sewer assessment is required in the future.

If you have any questions, please call Abdul Danishwar of my staff at (323) 342-6220.

Sincerely,

Ali Poosti, Acting Division Manager  
Wastewater Engineering Services Division  
Bureau of Sanitation

cc: Kosta Kaporis, BOS  
Daniel Hackney, BOS  
Rowena Lau, BOS

Div Files\SCAR\CEQA Review\Final CEQA Response Ltrs\Villa Ventia Apartments Mitigated Neg Dec



## **Responses to Comments Received During the Public Review Period**

### April 12, 2010 – May 12, 2010

1. Suzanne Feit, April 16, 2010
2. Department of Fish and Game, May 11, 2010
3. Marc D. Jackson, May 10, 2010
4. Steve Edwards, April, 18, 2010
5. City of Los Angeles Bureau of Sanitation, April 28, 2010
6. South Coast Air Quality Management District, April 22, 2010  
(SCAQMD Clarification Letter, May 27, 2010)

### July 5, 2010 – August 4, 2010 *(Recirculated)*

7. Hans Etter, July 6, 2010
8. Jon Nahhas, July 6, 2010
9. Los Angeles County Sheriff Department, July 26, 2010
10. Native American Heritage Commission July 16, 2010

# Letter 1

## Tashjian, Maral

---

**From:** suzfeit@aol.com  
**Sent:** Friday, April 16, 2010 2:16 PM  
**To:** Tashjian, Maral  
**Subject:** Villa Venetia Apartments Concerns

Dear Ms. Tashjian,  
I have been living in the Villa Venetia Apartments for the past 7 years. I thoroughly enjoy the location.

I am however, very concerned about the stated renovations. The renovations will address cosmetic issues and that might be nice. HOWEVER, the water that comes out of my sinks is often BROWN and nothing that I would ever wish to drink! I filter my water twice before using for cooking or drinking. The toilets and plumbing are very old and often gets clogged. This has caused sewage to back up into my sinks and on occasion the tub. This is a health hazard that does not appear to be addressed in the renovation project.

I will move out of the premises when it comes time to renovate my building. I do not anticipate returning because the rent will be higher and the plumbing is very poor. In addition, the laundry rooms now are filled with mold and poor ventilation. I would really hope that if they do put washing machines into every apartment that ventilation will be addressed. I can not imagine that the air vents etc will be effective. At this time they can not even attempt to vent the only laundry room down the hall from my apartment.

Suzanne Feit  
13904 Fiji Way #140  
Marina Del Rey, CA 90292

	1.1
	1.2
	1.3

### Response to Comment 1.1

The comment refers to brown water that comes out of the sink as well as to “cosmetic” repairs associated with the Project, but does not raise any concerns regarding the adequacy of the environmental analysis. It should also be pointed out that new water supply piping will be installed in all of the units and that new drain, waste and vent piping will be installed. In addition, the interior of each residential unit in each of the apartment buildings will be updated with new finishes, fixtures, appliances and equipment, including new bathroom and kitchens, electrical washers and dryers, plumbing, and HVAC units. (Recirculated Initial Study, p. 2). However, the comment is noted and will be included in the administrative record of proceedings.

### Response to Comment 1.2

The comment refers to the state of existing bathroom fixtures, but does not raise any concerns regarding the adequacy of the environmental analysis associated with the proposed Project. As discussed in response to Comment 1.1, the interior of each residential unit in each of the apartment buildings will be updated with new finishes, fixtures, appliances and equipment, including new bathroom and kitchens, electrical washers and dryers, plumbing, and HVAC units. (Recirculated Initial Study, p. 2). The remainder of the comment is noted, but does not raise any environmental issues.

### Response to Comment 1.3

The comment refers to the state of the existing laundry rooms and plumbing, but does not raise any concerns regarding the adequacy of the environmental analysis associated with the proposed Project. The Project includes the complete removal of common laundry rooms and associated ventilation, which will be replaced with individual washers and dryers in each unit. Installation of the new laundry facilities are required to be consistent with the County's building code, which will ensure that no ventilation problems will occur. As discussed in response to Comment 1.1, the interior of each residential unit in each of the apartment buildings will also be updated with new finishes, fixtures, appliances and equipment, including new bathroom and kitchens, electrical washers and dryers, plumbing, and HVAC units. (Recirculated Initial Study, p. 2). However, the comment is noted and will be included in the administrative record of proceedings.



California Natural Resources Agency  
DEPARTMENT OF FISH AND GAME  
South Coast Region  
4949 Viewridge Avenue  
San Diego, CA 92123  
(858) 467-4201  
http://www.dfg.ca.gov

ARNOLD SCHWARZENEGGER, Governor  
JOHN MCCAMMAN, Director



May 11, 2010

Ms. Maral Tashjian  
County of Los Angeles Department of Regional Planning  
Special Projects Section  
320 West Temple Street  
Los Angeles, CA 90012-3225

**Subject: Draft Mitigated Negative Declaration for Villa Venetia Apartments,  
County Project Number R2009-00752-(4) SCH # 2010011078**

Dear Ms. Tashjian

The Department of Fish and Game (Department) has reviewed the Initial Study (IS) and Draft Mitigated Negative Declaration for the 6.45 acre Villa Venetia Apartment rehabilitation Project located at 13900 Fiji Way, Marina del Rey, CA 90292. The site is located at the terminus of Fiji Way, east of the Marina del Rey small craft harbor, north of the UCLA boat house and Ballona Creek, and west of the Ballona Wetlands. The proposed project consists of the rehabilitation of the 224-unit Villa Venetia apartment complex. These improvements consist of rehabilitation of the exterior of all four apartment structures and the interior of the residential units, the removal and replacement of much of the existing vegetation on site, the reconfiguration of on-site parking, and the enhancement of existing active and passive on-site recreational facilities.

We prepared the following statements and comments pursuant to our authority as Trustee Agency with jurisdiction over natural resources affected by the project under the California Environmental Quality Act (CEQA Section 15386) and Responsible Agency (Section 15381) over those aspects of the proposed project that come under the purview of the California Endangered Species Act (Fish and Game Code Section 2050 *et seq.*) and Fish and Game Code Section 1600 *et seq.* regarding impacts to streams and lakes.

**Impacts to Biological Resources**

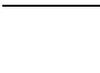
1. Protection for Nesting Great Blue Heron – The IS states that “in total, the confirmed use of eight (8) onsite and extant nest trees by pairs of Great Blue Herons has been documented since 2005 and otherwise reported since 2002. The Project will retain eight (8) existing trees in-place, including three Monterey cypress trees, Monterey pines, one lemon-scented gum tree, and two Mexican fan palms. The Project will also enhance the landscaping within the existing roundabout (public right-of-way) at the end of Fiji Way.”

The Department concurs that every effort should be made to retain existing on-site nest trees for great blue heron and replace nesting habitat for other native birds as public safety considerations allow.



2.1

2. Monitoring and Nesting Surveys for Native Birds Including Great Blue Heron – Mitigation measures in the IS states that “A qualified biologist shall conduct weekly nesting bird surveys beginning at least 30 days before the start of the designated nesting period, i.e., by



2.2

*Conserving California's Wildlife Since 1870*

Ms. Maral Tashjian  
May 11, 2010  
Page 2 of 2

January 1. The weekly surveys shall continue for two weeks following the designated nesting period, i.e., during September 1 – September 15 of each project year (the date extension will serve to confirm departure of nest-dependent fledglings). Weekly bird monitoring shall be replaced by monthly surveys during September 16 through December 31. "

2.2

The IS further states that from "September 16 – December 31, the biologist will make monthly site checks during work period, but bird monitoring is not required."

a. The provisions for bird surveys, monitoring and site checks in the mitigation measures appear unclear. Please define "monitoring", "surveys" and "site checks" as they pertain to protection of native birds in the mitigation measures during the described time periods.

b. The Department recommends that weekly nesting surveys for great blue heron commence November 1 considering documented nesting behavioral accounts during this month at the project site which were brought to the attention of the Department. All standard nest avoidance measures described in the IS should be employed if great blue heron or any other bird nesting activity is observed during any of the surveys.

2.3

The Department recommends that the above concerns be addressed in the Mitigated Negative Declaration for the project.

Thank you for this opportunity to provide comment. Please contact Mr. Scott Harris, Environmental Scientist, at (626) 797-3170 if you should have any questions and for further coordination on the proposed project.

Sincerely,



Edmund Pert  
Regional Manager  
South Coast Region

cc: Ms. Helen Birss, CDFG, Los Alamitos  
Ms. Terri Dickerson, CDFG, Laguna Niguel  
Karen Miner, CDFG, San Diego  
Ms. Kelly Schmoker, CDFG, Pasadena  
Mr. Scott Harris, CDFG, Pasadena  
State Clearinghouse, Sacramento

Response to Comment 2.1

The comment concurs with the Recirculated Initial Study's proposed protections of heron nesting in connection with the Project. As a point of clarification, heron are not native to the Project site. However, the comment is noted and will be included in the administrative record of proceedings.

Response to Comment 2.2

The comment requests clarification regarding the terms "monitoring," "surveys," and "site check" as they pertain to the protection of native birds at the site of the proposed Project. While the terms are not specifically defined in the Recirculated Initial Study, their usage clarifies their meaning. For example, as used in the Recirculated Initial Study

(e.g., Table A, p. 30), monitoring means to make quantitative and/or qualitative records of a target activity, referring in this case to observing and recording data on both heron nesting and ongoing project activities. As used in the Recirculated Initial Study (Table A, p. 30), surveys are broader in scale than monitoring and incorporates associated monitoring. Surveys will be made during all times of the year, e.g., during both nesting and non-nesting periods, yet data-oriented monitoring events will focus specifically on periods when birds are nesting or preparing to nest. A site check (Table A, p. 30) indicates an onsite visit, as part of a survey, to confirm whether a particular circumstance, occurrence or condition is present: For example, a site check may be made after particularly high winds to confirm whether there has been damage to nest trees and branches, or to determine that all installed tree-protection barriers are intact and in-place. The comment is noted and will be included in the administrative record of proceedings.

### Response to Comment 2.3

The comment recommends weekly nesting surveys for Great Blue Heron (heron) beginning November 1<sup>st</sup> of each year. However, there is neither biological basis, including behavioral, nor factual evidence to indicate that heron have ever nested or attempted to nest on the Project site in November. Throughout the species' range, heron, including adults and juveniles, interact with one another during any time of the year; and juvenile play and practice pairing activities are common, especially as the nesting season approaches. At Marina del Rey, such out-of-season behavioral interactions do not evidence nesting, and there have been no verifiable reports of pairs having nested during November-January. As a result, the comment does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the environment. (State CEQA Guidelines Section 15064).

Nonetheless, and although there is no substantial evidence in the record to indicate that additional mitigation is required by CEQA, in deference to this comment from the California Department of Fish & Game (DFG), the Project applicant has agreed to conduct weekly nesting surveys for heron commencing November 1 of each year during the renovation process and to apply all nest avoidance measures described in the Recirculated Initial Study if heron or any other bird nesting activity is observed during any of the surveys. Mitigation Measure Bio 1(b) in the Recirculated Initial Study incorporates DFG's comment by providing for weekly surveys beginning on November 1 of each year.

Corresponding changes have been made to Table A and the Mitigation Monitoring Program.

Letter 3

May 10, 2010

Ms. Tashjian,

In response to the application by Lyon Villa Venetia, LLC for a Mitigated Negative Declaration to be adopted for a proposed rehabilitation project, there do seem to be additional factors that must be considered and are in all probability outside the scope of a MND. First of all, the effect of this proposed construction upon various local nesting sites (in particular the trees adjacent to the Coast Guard station as well as the palm trees between Villa Venetia and the UCLA Boathouse) must be studied in order to determine if the noise, sound, dust, traffic and associated commotion associated with the proposed construction would affect the breeding cycles of the federally protected birds (Great Blue Herons, et cetera) that nest in these trees. In the case of the trees adjacent to the 13900 building the distance between the structure & the actual trees is only a few feet. This is a very important point and I can't say that I've seen a plan to mitigate these impacts. If the nesting patterns were to be disrupted, what effect would that have on the wetlands? Would this put the government in the position of having to reintroduce the species into the area? Until this is studied in-depth we will not have these answers and I do not believe that MND will provide those answers.

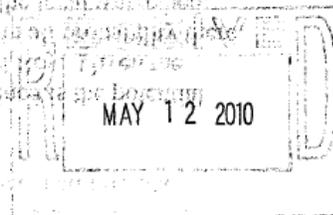
3.1  
3.2  
3.3

Another aspect of this proposed project that will need to be examined is the potential run-off from this project directly to the main channel of Marina Del Rey. Given the proximity of the existing apartment buildings to the main channel, in all probability there will be a significant amount untreated run-off making its way into the local watershed. How will these effects be mitigated? In addition, much of the vegetation on-site will be removed and replaced, although this process will require the importation of many tons of fertilizer for the new plantings. The proposed project, as designed, will have quite a bit of additional vegetated areas which will magnify the quantity of water used and subsequently the amount of water finding its way into the watershed along with quite a bit of run-off (directly & indirectly) from the nitrogen based fertilizer that will be used. Have these impacts been studied? What effect will the leaching from tons of new fertilizer have on the surrounding ecosystem?

3.4  
3.5

Although it is true that the proposed project will occupy virtually the same footprint of the existing buildings, the environmental impacts of the proposed construction will be felt throughout the local ecosystem. Given the amount of construction involved and proximity of Villa Venetia to sensitive habitat areas I believe that is incumbent upon to Lyon Villa Venetia, LLC to conduct a full environmental impact report to assess these impacts.

Marc D. Jackson, M.Arch.  
J & A Design  
P.O. Box 6156  
Malibu, CA. 90264



### Response to Comment 3.1

The comment raises concerns related to nesting birds and nesting areas near the site of the proposed Project. The comment refers to heron as “federally protected birds” which is correct to the extent that they are protected by the Federal Migratory Bird Act of 1918. However, for clarification, heron are not listed species under either the Federal Endangered Species Act or the California Endangered Species Act. The comment raises issues that have been fully analyzed in the Recirculated Initial Study. (e.g., see “QUESTION OF ESHA: Second Test: Easily Disturbed or Degraded.”) The Project applicant is taking every possible precaution to protect against even the remote possibility of impacts to very common bird species that are expanding their populations. As cited in and appended to the Recirculated Initial Study, field studies from 2005 through 2009 -- and continuing in 2010 -- extensively evaluated the nesting of heron in the Fiji Way and Villa Venetia neighborhood, as well as marina-wide. Heron activity associated with every nest tree on the Villa Venetia parcel and surrounding parcels (e.g., UCLA, parcel 65) has been observed and documented on a year-round basis for the 5-6 year period. The studies focus primarily on the relationship of heron nest sites, nesting behavior, and nest productivity with the presence and proximity of built environmental features and human activities. Ongoing and completed studies beginning with the species’ first onsite nest attempts in 2008 also focus on the cormorant. The studies’ findings are clearly explained in the Recirculated Initial Study and attached reference documents, e.g., see Question of ESHA: Additional Information: Shifting Local Population. Moreover, all of the Project’s proposed mitigation measures will mitigate potential effects to onsite as well as off-site trees (e.g., monitoring, construction buffers, etc.).

With respect to visual and other disturbances, the Recirculated Initial Study specifically analyzes the potential effect of Project-related disturbances to raptors and other sensitive species of birds (Bio-4[a-c]); disturbance to nesting birds from uncontrolled sources of noise and visual disturbance (Bio-5[a, b]); and disturbance to nesting and roosting birds from visual distraction (Bio-5[c-f]). The mitigated negative declaration also provides mitigation measures to protect and/or shield nesting birds from visual disturbance that might be associated with eye-level views of rehabilitation work from their nests (Bio-5[c]); effects of exterior rehabilitation work (Bio-5[d]); effects to offsite habitats, i.e., Ballona Wetlands Area A (Bio-5[e]); and outdoor lighting (Bio-5[f]).

Regarding potential noise impacts, the Recirculated Initial Study addresses potential sound and noise impacts on nesting birds (see Hazards-4, Noise [a]; Mitigation Measure Bio-5[a-b]) and is further addressed under Hazards-4, Noise [a].) The accepted upper range of sound pressure levels concerning bird nesting (85 dB) is determined by the County’s recently commissioned and completed Heron Conservation and Management Plan for Marina del Rey (2010). The Recirculated Initial Study (Mitigation Measures Bio-5[a-b]) states that all project construction noise will meet and comply with Los Angeles County Municipal Code Section 12.08.440 that requires construction noise levels to be less than 80 dB for multi-family use and 85 dB for commercial use. Compliance with the County’s Municipal Code - and MdR heron management plan, will

reduce the potential noise impacts from noise generated during the rehabilitation work to less than significant levels.

With respect to dust impacts on nesting birds, the second purpose of mitigation measure Bio-5(e) is to curtail the escape of fugitive dust from the rehabilitation Project onto Ballona Area A, including heron sites and other habitats. It should be noted that the Project will also employ all dust control measures required by County ordinances.

Regarding traffic impacts, the Commenter questions whether nesting sites and birds would be disturbed by Project-related traffic and other ‘commotion.’ This question was specifically analyzed in the Recirculated Initial Study, (see Resources–3. Biota: Evaluation of Potential Effects; Mitigation Measures Bio-1 through 4), which highlights the importance of and commitment to a coordinated program of year-round site and bird monitoring, and to marking and protecting nest sites from vehicle and equipment operation and storage. The comment, which consists of unsubstantiated and speculative opinion, does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the environment. (State CEQA Guidelines Section 15064). However, the comment is noted and will be included in the administrative record of proceedings.

### Response to Comment 3.2

The comment states that the distance between the 13900 building and the nearest trees is minimal. However, heron pairs have repeatedly demonstrated their adaptability to nest in trees that stand close to existing apartment structures including at Villa Venetia and throughout the marina. All mitigation measures proposed in the Recirculated Initial Study will apply to all nest sites and trees in the Project area, including those situated closest to the building, throughout the rehabilitation period. (see Resources – 3.Biota: Evaluation of Potential Effects: Mitigation Measures). The size of the structures and the distance relationship of existing nest trees and the apartment buildings will not change as a result of the proposed Project, and, thus there will be no significant environmental impact in this regard. Moreover, wherever a nest is observed, no matter how close to a structure, the minimum distances for construction will have to be maintained consistent with what is required by the mitigation measures (see Resources–3. Biota: Evaluation of Potential Effects: Mitigation Measures). The comment, which consists of unsubstantiated and speculative opinion, does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the environment. (State CEQA Guidelines Section 15064). However, the comment is noted and will be included in the administrative record of proceedings.

### Response to Comment 3.3

The Commenter asks if the Project would disturb the breeding cycles / nesting patterns of heron and other federally protected birds or impact nearby wetlands. The Recirculated Initial Study evaluates this issue and concludes that with the implementation of mitigation measures the Project will not have a significant impact, as do five independent

biologists who did a peer review of the Project. (see Resources-3. Biota: Evaluation of Effects). The hypothetical disturbance or disruption of nesting, if to occur, would not adversely affect nearby wetlands, and the question is specifically addressed and answered with the discussion in the Recirculated Initial Study's examination of Environmentally Sensitive Habitat Area (ESHA; Resources-3. Biota (a); see also 'FIRST TEST / Part 2 -- Especially Valuable' in the same ESHA discussion.)

Both heron and cormorant are common and widespread throughout California and North America, and both species are well adapted and habituated to the presence and activities of humans. For instance, it is not uncommon to see heron foraging for terrestrial vertebrate prey in iceplant along southern California freeways. As predators, both species are generalists: heron prey on a wide assortment of animals, e.g., fish, amphibians, reptiles, mammals, birds, e.g., Eared Grebes, and bird eggs and nestlings including those of cormorants, also crabs, shrimp and other invertebrates, aquatic and terrestrial. The cormorant inhabits both marine and freshwater environments, and while its diet is primarily fish, it also will take other aquatic animals such as insects, amphibians, reptiles, and birds, including heron hatchlings. (ESHA; Resources-3. Biota (a); see also 'FIRST TEST / Part 2 -- Especially Valuable' in the same ESHA discussion.)

Neither the heron nor cormorant plays an especially crucial or critical role in local ecosystems due to their "generalist" characteristics as predators and their use of wide-ranging habitats that include natural and manmade settings. The biological and ecological values of the herons along the coast and in both urban and non-urban surroundings are commonly shared with other native wading and diving birds, and therefore do not indicate a special or unique role in the sense of their ecological rank in the environment. Certainly, whereas herons and cormorants do play a role in the evolutionary development of prey species, i.e., the adaptation of prey response to predation pressure, scientific evidence to confirm that the birds significantly influence natural populations of prey in local ecosystems is lacking and doubtful, as it is for most fishing and hunting birds in open environments. (ESHA; Resources-3. Biota (a); see also 'FIRST TEST / Part 2 -- Especially Valuable' in the same ESHA discussion.)

The Commenter also asks whether, if a hypothetical displacement were to happen, the government (state and/or federal) would be required or expected to 'reintroduce' nesting birds to the area. As discussed above, the Recirculated Initial Study, in its discussion of ESHA (Resources-3. Biota [a]) emphasizes the adaptability of the species with respect to human influences, and it details the relationship of the comparatively small and naturally diminishing heron population at Villa Venetia to the larger and expanding heron population on the opposite (west) side of the marina channel. The Recirculated Initial Study positively states that no aspect of the Project will result in the permanent displacement of nesting birds, and that the Project's preservation of all known heron nest trees will facilitate resettlement of the site by breeding pairs. The comment, which consists of unsubstantiated and speculative opinion, does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the

environment. (State CEQA Guidelines Section 15064). However, the comment is noted and will be included in the administrative record of proceedings.

#### Response to Comment 3.4

The comment refers to the possibility of run-off into marina waters. The comment incorrectly states that the Project's *proximity* to the marina will lead to increased run-off. Not only is this comment factually incorrect, it utilizes the wrong standard for evaluating impacts under CEQA. Under CEQA, the potential environmental effects of a proposed project are compared to the actual or potential environmental effects under existing conditions. The structures that exist today will continue to exist at their same location after the completion of the proposed Project. The intensity of use will not change as a result of the rehabilitation, nor will the number of units. Finally, and of considerable significance, is the fact that the Project will be subject to a wide array of regulations related to run-off and water quality that were not in effect when the site was originally developed. As a result, as discussed below, the Project will include many features which will control run-off in a manner far superior to existing conditions. Therefore, the proposed Project will not result in significant impacts, in comparison to the status quo, simply by virtue of its proximity to the marina.

Moreover, Project design features and required compliance with Los Angeles County ordinances and regulations will preclude uncontrolled run-off into marina waters, both during and following the rehabilitation work. Fugitive run-off (and leaching) will be prevented through the application of professional design standards and landscape installation techniques, which will be employed onsite (see American Society of Landscape Architects ([www.asla.org](http://www.asla.org)): Public Policies: Coastal Zones; Water Quality and Conservation). For example, the proposed Project improvements will not increase the percentage of impervious surface area on the Project site. The current impervious area is 86% and the proposed impervious area will be 85%. (Recirculated Initial Study, p. 16). Therefore, the Project will not increase the quantity of storm water runoff from the site. The Project will be required by State law to comply with the California Regional Water Quality Control Board (CRWQCB) by submitting a Notice of Intent (NOI) to the CRWQCB and the County National Pollutant Discharge Elimination System (NPDES) permit discharge requirements. (Recirculated Initial Study, pp. 15-16). Under the NPDES permit, the Project applicant is required to prepare and submit to the Los Angeles County Department of Public Works for review and approval a Storm Water Pollution Prevention Plan (SWPPP) and an Erosion Control Plan. (Recirculated Initial Study, pp. 15-16). The SWPPP and Erosion Control Plan will require approval prior to the issuance of the permit for the rehabilitation. (Recirculated Initial Study, pp. 15-16). The SWPPP and Erosion Control Plan will include BMPs that shall be installed prior to the start of the rehabilitation and maintained throughout the rehabilitation period to control soil erosion and minimize surface water quality impacts. (Recirculated Initial Study, pp. 15-16).

The Project applicant will also submit to the Los Angeles County Department of Public Works a Standard Urban Storm Water Mitigation Plan (SUSMP) reflecting post rehabilitation BMP measures that will be installed and maintained for compliance with

regulatory requirements. (Recirculated Initial Study, p. 16). The Project proposes to provide BMP's, such as vegetated swales and Filterra treatment planters or similar nonstructural BMP's in order to comply with the State storm water runoff water quality standards. (Recirculated Initial Study, p. 16). The applicant shall also prepare a low impact development plan to demonstrate compliance with the low impact development standards ordinance. (Recirculated Initial Study, p. 16). The SUSMP and low-impact development plans for the rehabilitation will be submitted and approved prior to issuance of the permit for rehabilitation. (Recirculated Initial Study, p. 16). As a result, the Project's post-development activities will not degrade the quality of storm water runoff and/or post-development non-storm water discharges will not contribute potential pollutants to the storm water conveyance system and/or receiving bodies. (Recirculated Initial Study, p. 16). The comment, which consists of unsubstantiated, speculative, and often incorrect opinion, does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the environment. (State CEQA Guidelines Section 15064). However, the comment is noted and will be included in the administrative record of proceedings.

### Response to Comment 3.5

The comment states that tons of fertilizer will leach from the upgraded Villa Venetia landscape into the surrounding ecosystem. Not only is this comment factually incorrect, it utilizes the wrong standard for evaluating impacts under CEQA. Under CEQA, the potential environmental effects of a proposed project are compared to the actual or potential environmental effects under existing conditions.

Comparing the potential environmental effects of the Project with existing conditions reveals that the Project will reduce, rather than increase, fertilizer run-off. As discussed in response to Comment 3.4, the proposed Project improvements will not increase the percentage of impervious surface area on the Project site. The current impervious area is 86% and the proposed impervious area will be 85%. (Recirculated Initial Study, p. 16). Therefore, the Project will not increase the quantity of storm water runoff from the site. Even more significantly, the Project landscape will emphasize a greater amount of California native plant species and, thus will require a reduced amount of fertilizer, e.g., nitrogen and phosphate, and water.

Specifically, as a result of adding native plants to the Project landscape, the Project will reduce the amount of fertilizer and water, i.e., potential leachate, applied onsite, and, thus there will be no significant impacts related to nutrient leaching and loading of the surrounding environment. Under current conditions, approximately 900 lbs of a complete fertilizer with 160 lbs of actual nitrogen is applied annually with the balance consisting of phosphorus, potassium and micro nutrients. Installation of the native plants associated with the Project will require approximately 140 lbs of actual fertilizer to be applied depending upon the fertilizer analysis during installation with actual nitrogen ranging from 8-18 lbs. Sustainable and native design such as those included in the Project require up to 60% less fertilizer than typical landscapes and only require fertilization in the fall and winter months. Annual application would be approximately

360 lbs of actual material with the actual nitrogen consisting of 60 – 65 lbs. For additional commentary about fertilizing California native plants, see Tree of Life Native Plant Nursery / Planting Guide ([www.californianativeplants.com](http://www.californianativeplants.com)); see also, California Native Plant Society ([www.cnpas.org](http://www.cnpas.org)): Growing natives program: Benefits of native plants.

The comment, which consists of erroneous and inaccurate factual claims, does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the environment. (State CEQA Guidelines Section 15064). However, the comment is noted and will be included in the administrative record of proceedings.

**Letter 4**

**Tashjian, Maral**

---

**From:** steve [stevev5234@yahoo.com]  
**Sent:** Sunday, April 18, 2010 9:18 AM  
**To:** Tashjian, Maral  
**Subject:** Villa Venetia project

With regards the above subject I feel it necessary to mention that your proposal includes removal of most of the vegetation surrounding the existing buildings. This would probably cause the Blue Herons to leave the area. They are protected by law. Also, the construction NOISE would scare away any birds that wanted to stay!!



4 1

Secondly, the Department of Beaches & Harbors, if you review their original charter, has NO say as to any construction in the Marina or anywhere else. They are responsible for boat permits and keeping the shoreline (beaches) up to standard. The salary of the director is not in line (way too high) with those responsibilities!



4 2

Please do not cross the Coastal Commission.

Steve Edwards  
Marina Del Rey

Response to Comment 4.1

The comment states that removal of vegetation will result in a reduction in heron populations. However, the Project description and supportive materials found in the Recirculated Initial Study specify that all known nest trees, historic and current, will be preserved in place, and that nesting sites will not be disturbed by Project activities. The removal of existing vegetation including extensive lawns, groundcovers, shrubs, and trees not used by nesting heron will affect neither the daily activities nor nest site use of heron or cormorants. (See, e.g., Mitigation Measures Bio-1(a) through Bio-5(f)).

The question of Project generated sounds, including ‘noise,’ and its effect on nesting birds was thoroughly evaluated by the Recirculated Initial Study. (See, e.g., Mitigation Measures Bio-1(a) through Bio-5(f)). In combination with a series of associated mitigation measures, e.g., scheduling Project activities to avoid the nesting season, Project noise is required to be controlled to levels that are consistent with applicable Los Angeles County policy (Marina del Rey Heron Management Plan), and that will not scare away or otherwise adversely affect nesting herons and/or cormorants. (See, e.g., Mitigation Measure Bio-5(a)). The comment, which consists of unsubstantiated and speculative opinion, does not constitute substantial evidence supporting a fair argument that the Project may have a significant effect on the environment. (State CEQA Guidelines Section 15064). However, the comment is noted and will be included in the administrative record of proceedings.

Response to Comment 4.2

The comment does not raise any issues regarding the adequacy of the environmental analysis, but is noted and will be included in the administrative record of proceedings.

Letter 5

BOARD OF  
PUBLIC WORKS  
COMMISSIONERS  
CYNTHIA M. RUIZ  
PRESIDENT  
JULIE B. GUTMAN  
VICE PRESIDENT  
PAULA A. DANIELS  
PRESIDENT PRO TEMPORE  
ANDREA A. ALARCÓN  
VALERIE LYNNE SHAW

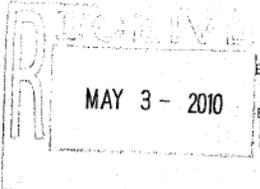
CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

April 28, 2010



DEPARTMENT OF  
PUBLIC WORKS  
BUREAU OF SANITATION  
DIVISION  
ENRIQUE C. ZALDIVAR  
DIRECTOR  
TRACI J. MINAMIDE  
CHIEF OPERATING OFFICER  
VAROUJ S. ABKIAN  
ADEL H. HAGEKHALIL  
ALEXANDER E. HELOU  
ASSISTANT DIRECTORS  
WASTEWATER ENGINEERING SERVICES  
DIVISION  
2714 MEDIA CENTER DRIVE  
LOS ANGELES, CA 90065  
FAX: (323) 342-6210 OR 342-6211

Ms. Maral Tashjian, Regional Planning Assistant  
Special Projects Section  
Department of Regional Planning  
County of Los Angeles  
320 West Temple Street  
Los Angeles, CA 90012-3225

File: SC.CE.

Dear Ms. Tashjian:

**Villa Venetia Apartments – Mitigated Negative Declaration**

This is in response to your April 8, 2010 letter requesting wastewater service information for the proposed project. The Bureau of Sanitation, Wastewater Engineering Services Division (WESD) has reviewed the request and found the project to be related to the rehabilitation of the exterior and the interior of the residential units, the removal and replacement of much of the existing vegetation on-site, reconfiguration of on-site parking, and the enhancement of existing active and passive on-site recreational facilities only. Based on the project description, we have determined the project is unrelated to sewers and therefore do not have sufficient details to offer an analysis at this time. Should the project description change, please continue to send us information so that we may determine if a sewer assessment is required in the future.

5.1

If you have any questions, please call Abdul Danishwar of my staff at (323) 342-6220.

Sincerely,

Brent Lorscheider, Division Manager  
Wastewater Engineering Services Division  
Bureau of Sanitation

**Response to Comment 5.1**

The comment is noted and will be included in the administrative record of proceedings.

Letter 6



South Coast  
Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4182  
(909) 396-2000 • www.aqmd.gov

E-MAILED: APRIL 22, 2010

April 22, 2010

Ms. Maral Tashjian  
County of Los Angeles  
Department of Regional Planning  
Special Projects Section  
320 West Temple Street  
Los Angeles, CA 90012-3225

**Draft Mitigated Negative Declaration (MND) for  
Project Number R2009-00752-(4) Villa Venetia Apartments**

South Coast Air Quality Management District (AQMD) staff appreciates the opportunity to comment on the above-mentioned document. The following comments are meant as guidance for the Lead Agency and should be incorporated into the Final MND.

AQMD staff notes that the Initial Study/MND identifies the potential for asbestos containing materials in the structures proposed for rehabilitation. The lead agency is reminded that demolition and renovation activities are subject to AQMD rule 1403. Reference to this rule should be made in the Final MND.

Pursuant to Public Resources Code Section 21092.5, please provide the SCAQMD staff with written responses to all comments contained herein prior to the adoption of the Final MND. The AQMD staff is available to work with the Lead Agency to address these issues and any other questions that may arise. If you have any questions regarding these comments, please contact Ian MacMillan at (909) 396-3244.

Sincerely,

A handwritten signature in black ink that reads "Ian V. MacMillan". The signature is written in a cursive, flowing style.

Ian MacMillan  
Program Supervisor, CEQA – Inter-Governmental Review  
Planning, Rule Development & Area Sources

Attachment

IM  
LAC100408-04  
Control Number



6.1

## **Addendum to Letter 6**

**From:** Ian MacMillan [mailto:imacmillan@aqmd.gov]

**Sent:** Thursday, May 27, 2010 2:49 PM

**To:** Tashjian, Maral

**Subject:** RE: Comments regarding Villa Venetia Apartments MND

Maral,

This email is a follow up to our discussion on the phone earlier today. The bottom of our comment letter for the Villa Venetia project inadvertently included the word 'Attachment'. As we discussed, there is no attachment associated with that comment letter.

Should you have any further questions, don't hesitate to contact me.

Regards,

Ian MacMillan

Program Supervisor - CEQA Intergovernmental Review  
South Coast Air Quality Management District

### **Response to Comment 6.1**

The comment refers to the potential for asbestos containing materials to be discovered in the structures proposed for rehabilitation and notes the requirement that demolition and renovation activities comply with South Coast Air Quality Management District (SCAQMD) Rule 1403. The Recirculated Initial Study provides that "[m]aterials determined to contain asbestos or assumed to contain asbestos should be handled in accordance with all applicable regulations, including the National Emissions Standards for Hazardous Air Pollutants (NESHAPs), Occupational Safety & Health Administration (OSHA), and State regulations." (Recirculated Initial Study, p. 60). In addition, Mitigation Measure HAZ-1 requires Project contractors to use and store all hazardous materials in compliance with all applicable laws and regulations. (Mitigation Monitoring Program, p. 8). Rule 1403 falls within the ambit of those regulations. However, for the sake of clarity, the Recirculated Initial Study and Mitigation Monitoring Program have been revised to provide a specific reference to SCAQMD Rule 1403 (see, e.g. Initial Study pp. 19 & 62).

**Letter 7**

Tashjian, Maral  
From: HANS ETTER [msginabttl@yahoo.com]  
Sent: Tuesday, July 06, 2010 3:50 PM  
To: Tashjian, Maral  
Subject: Re: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

This negative enviro bullshit is bogus. How can you say a remodel of a fifty year old building wont have any impact on the environment? The building is located upwind from a wetland and it contains asbestos and lead paint and god only knows what else it has. This project need an environmental impact study before it proceeds.  
Hans Etter

7.1  
7.2

Response to Comment 7.1

The Recirculated Initial Study correctly determined that the Project will not have any significant impact on the environment. As required by CEQA, the Recirculated Initial Study analyzed the Project’s potential impacts on a wide range of environmental categories.

Specific to the commenter’s concerns, the Project incorporates feasible design features and mitigation measures related to nearby wetlands. For example, with respect to visual and other disturbances, the IS/MND analyzes the potential effect of Project-related disturbances to (i) raptors and other sensitive species of birds (Bio-4[a-c]), (ii) nesting birds from uncontrolled sources of noise and visual disturbance (Bio-5[a, b]), and (iii) nesting and roosting birds from visual distraction (Bio-5[c-f]). The IS/MND provides mitigation measures to protect and/or shield nesting birds, both onsite and offsite (i.e., Ballona Wetlands Area A (Bio-5[e])), from visual disturbance that might be associated with eye-level views of rehabilitation work from nesting areas (Bio-5[c]), exterior rehabilitation work (Bio-5[d]), and outdoor lighting (Bio-5[f]). The IS/MND addresses potential sound and noise impacts on nesting birds (see Hazards-4, Noise [a]; Mitigation Measure Bio-5 [a-b]). The IS/MND (Mitigation Measures Bio-5 [a-b]) concludes that all project construction noise will meet and comply with County Municipal Code Section 12.08.440, which requires that construction noise levels shall be less than 80 dB for multi-family use and 85 dB for commercial use. Compliance with the County’s Municipal Code and Marina del Rey heron management plan will reduce the potential noise impacts from noise generated during the rehabilitation work to less than significant levels. With regard to Project impacts on the breeding cycles/nesting patterns of heron and other federally protected birds or related impacts on nearby wetlands, the IS/MND evaluates this issue and concludes that with the implementation of mitigation measures the Project will not have a significant impact, as do five independent biologists who did a peer review of the Project (see Resources-3 Biota: Evaluation of Effects).

The Recirculated Initial Study also addresses the possibility of asbestos containing materials being discovered in the structures proposed for rehabilitation. The IS/MND provides that “[m]aterials determined to contain asbestos or assumed to contain asbestos should be handled in accordance with all applicable regulations, including the National Emissions Standards for Hazardous Air Pollutants (NESHAPs), Occupational Safety & Health Administration (OSHA), and State regulations” (IS/MND, p. 60).

Similarly, regarding lead based paint (LBP), the Recirculated Initial Study fully acknowledges the possibility of LBP being present during the rehabilitation. The mere presence of lead paint does not result in a significant environmental impact, however, if handled and disposed of correctly. Section 6(e), *Environmental Safety*, of the Recirculated Initial Study and Mitigation Measure HAZ-1 requires Project contractors to use and store all hazardous materials in compliance with all applicable laws and regulations (IS/MND, p. 60; Mitigation Monitoring Program, p. 8). In addition, prior to site rehabilitation all painted surfaces that may be disturbed by the Project activities are either assumed to contain LBP or sampled to determine the lead content. Painted surfaces assumed to be LBP or found to contain LBP will be handled in accordance with all applicable OSHA standards--including the interim final rule designed to protect workers exposed to lead, mandated by the authority of Title X, subtitle C, Sections 1031 and 1032, Worker Protection, of the Housing and Community Development Act of 1992. In addition, the regional EPA, state and local authorities will be consulted to determine lead based paint debris disposal requirements prior to lead-based paint waste generating activities (including remodeling and/or abatement of lead-based painted surfaces). The comment is noted and will be included in the administrative record of proceedings.

#### Response to Comment 7.2

Under CEQA, an Environmental Impact Report may only be prepared after a lead agency determines on the basis of substantial evidence in light of the whole record that the project may have a significant effect on the environment. (PRC Section 21080(d)). By contrast, if a lead agency determines that a proposed project would not have a significant effect on the environment, the lead agency “shall adopt a negative declaration to that effect.” (PRC Section 21080(c)). The Recirculated Initial Study determined, based on substantial evidence in the record, that with the implementation of mitigation measures the Project would not have a significant effect on the environment. On the basis of the Recirculated Initial Study’s conclusion, and as required by CEQA, a negative declaration was prepared and circulated. The comment is noted and will be included in the administrative record of proceedings.

**Letter 8**

From: Stuart Little [mailto:lamariner@gmail.com]  
Sent: Tuesday, July 06, 2010 3:09 PM  
To: Tashjian, Maral  
Cc: Tripp, Michael  
Subject: RE: Notice of Recirculated MND and Initial Study for the Villa Venetia Apartment Complex Rehabilitation Project

Maral,  
Thank you for your response. It would be helpful to members of the public to hear from the developer and the details of the project that will be presented to the Small Craft Harbor Commission prior to making their comments on this project. Some of our SCHC Commissioners will undoubtedly have some valuable questions that may lead to some concerns for the attending public. The Local Coastal Program calls for “maximum public participation” in the decisions for the development of Marina del Rey. In the spirit and the letter of that statute, please extend the public comment period deadline until one week after the project is heard at the SCHC (August 18).  
Jon

8.1

Response to Comment 8.1

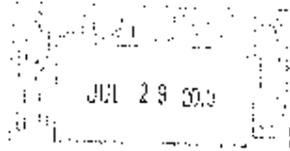
Due to time constraints, the County was not in a position to extend the public comment period. However, members of the public are invited to attend and participate in all public hearings pertaining to the Project, including the Small Craft Harbor Commission. The comment does not raise any issues regarding the adequacy of the environmental analysis, but is noted and will be included in the administrative record of proceedings.



County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ranona Boulevard  
Monterey Park, California 91754-2169



July 26, 2010



Ms. Maral Tashjian  
Special Projects Section  
Department of Regional Planning  
320 West Temple Street  
Los Angeles, California 90012-3225

Dear Ms. Tashjian:

**REVIEW COMMENTS  
NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION  
THE VILLA VENETIA APARTMENTS**

This letter is transmitted in response to your request for comments on a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration for the Villa Venetia Apartments. The proposed project involves rehabilitation and enhancement activities on the existing 224-unit Villa Venetia apartment complex, located at 13900 Fiji Way, in the unincorporated community of Marina del Rey. The proposed project will not increase internal floor area, the number of on-site rental units, or the current height of any on-site structure; nor will the proposed project alter the intensity of use or density of the existing apartment complex.

Please see the attached comments, dated July 20, 2010, from Reginald D. Gautt, Acting Captain of the Marina del Rey Station of the Los Angeles County Sheriff's Department (LASD).

In summary, the Marina del Rey Station has reviewed the NOI and, at this time, expects the current level of law enforcement resources at the station to adequately serve the proposed project.

The station has no further comment at this time, but reserves the right to address this matter in subsequent reviews of the proposed project.

Thank you for including LASD in the environmental review process for the proposed project. We look forward to further reviews as the process moves forward.

9.1

*A Tradition of Service Since 1850*

Ms. Maral Tashjian

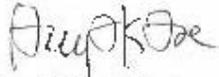
- 2 -

July 26, 2010

Should you have any additional questions regarding this matter, please contact Mr. Lester Miyoshi, of my staff, at (626) 300-3012, and refer to Tracking Number 10-002. You may also contact Mr. Miyoshi via e-mail, at [lhmiyoshi@lasd.org](mailto:lhmiyoshi@lasd.org).

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Gary T.K. Tse".

Gary T.K. Tse, Director  
Facilities Planning Bureau



*County of Los Angeles*  
**Sheriff's Department Headquarters**  
 4700 Ramona Boulevard  
 Monterey Park, California 91754-2169



July 20, 2010

Gary T. K. Tse, Director  
 Facilities Planning Bureau  
 Los Angeles County Sheriff's Department  
 1000 South Fremont Avenue  
 Building A-9 East, 5th Floor, Unit 47  
 Alhambra, California 91803

**REQUEST FOR COMMENTS FOR LOS ANGELES COUNTY REGIONAL  
 PLANNING'S NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE  
 DECLARATION OF VILLA VENETIA APARTMENTS AT 13900 FIJI WAY (10-002)**

Dear Director Tse:

The following is a response to a April 14, 2010, request for comments and pertinent information regarding the Notice of intent to Adopt a Mitigated Negative Declaration.

The Marina del Rey Sheriff's Station provides primary law enforcement services for the unincorporated areas of Marina del Rey, Ladera Heights, Windsor Hills and View Park. The station also provides marine law enforcement services in the Marina del Rey Harbor, and the Los Angeles County Maritime Region in general. Marina del Rey Station's land-side jurisdiction does not include incorporated areas. Although the station is located directly adjacent to the redevelopment project, response times will vary depending upon where field units are geographically located at the time they are dispatched to the location. The California Highway Patrol provides contractual traffic enforcement services to the unincorporated areas of the County, including Marina del Rey.

- Department's Ability to Serve the Project

**Looking only at this individual project, Marina del Rey Station would be able to serve the project.**



9.2

*A Tradition of Service Since 1850*

If you have any additional questions, please contact my staff at (310) 482-6000.

Sincerely,

LERROY D. BACA, SHERIFF



Reginald D. Gautt, Acting Captain  
Unit Commander  
Marina del Rey Station

### Response to Comment 9.1

The commenter states that law enforcement services provided by the Marina del Rey station of the Los Angeles County Sheriff's Department will be sufficient to serve the Project. This comment is noted and will be included in the administrative record of proceedings.

### Response to Comment 9.2

The commenter states that the Marina del Rey station of the Los Angeles County Sheriff's Department provides primary law enforcement and marine law enforcement services in the vicinity of the Project and is located adjacent to the Project. The commenter also states that while response times will vary depending on the geographic location of the unit that is dispatched to the Project site, the Marina del Rey station can serve the Project. This comment is noted and will be included in the administrative record of proceedings.

STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

**NATIVE AMERICAN HERITAGE COMMISSION**

915 CAPITOL MALL, ROOM 366  
SACRAMENTO, CA 95814  
(916) 658-6251  
Fax (916) 657-5390  
Web Site [www.nahc.ca.gov](http://www.nahc.ca.gov)  
e-mail: [ds\\_nahc@pacbell.net](mailto:ds_nahc@pacbell.net)



July 16, 2010

Maral Tashjian, Project Planner

**LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING**

320 West Temple Street, Room 1348  
Los Angeles, CA 90012

Re: SCH#2010011078; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the "Project R2009-00752/RENV200900048/20100110878; 224-unit Villa Venetia Apartment Complex"; located in the Marina del Rey area, Los Angeles County, California.

Dear Maral Tashjian:

The Native American Heritage Commission (NAHC) is the state trustee agency pursuant to Public Resources Code §21070 for the protection and preservation of California's Native American Cultural Resources. (Also see *Environmental Protection Information Center v. Johnson* (1985) 170 Cal App. 3<sup>rd</sup> 604). The California Environmental Quality Act (CEQA - CA Public Resources Code §21000-21177, amended in 2009) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the California Code of Regulations §15064.5(b)(c)(f) CEQA guidelines). Section 15382 of the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance.' In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE)', and if so, to mitigate that effect. To adequately assess the project-related impacts on historical resources, the Commission recommends the following.

10.1

10.2

The Native American Heritage Commission did perform a Sacred Lands File (SLF) search in the NAHC SLF Inventory, established by the Legislature pursuant to Public Resources Code §5097.94(a) and Native American Cultural resources were not identified within the APE identified for the project. However, there are Native American cultural resources in close proximity to the APE. Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries once a project is underway. Enclosed are the names of the nearest tribes and interested Native American individuals that the NAHC recommends as 'consulting parties,' for this purpose, that may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We recommend that you contact persons on the attached list of Native American contacts. A Native American Tribe or Tribal Elder may be the only source of information about a cultural resource. Also, the NAHC recommends that a Native American Monitor or Native American culturally knowledgeable person be employed whenever a professional archaeologist is employed during the 'Initial Study' and in other phases of the environmental planning processes. Furthermore we suggest that you contact the California Historic Resources Information System (CHRIS) at the Office of Historic Preservation (OHP) Coordinator's office (at (916) 653-7278, for referral to the nearest OHP Information Center of which there are 11.

10.3

Consultation with tribes and interested Native American tribes and interested Native American individuals, as consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA (42 U.S.C. 4321-43351) and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 [f] et seq), 36 CFR Part 800.3, the President's Council on Environmental Quality (CEQ; 42 U.S.C. 4371 et seq.) and NAGPRA (25 U.S.C. 3001-3013), as appropriate. The 1992 Secretary of the Interior's Standards for the Treatment of Historic Properties were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes.

10.4

Lead agencies should consider avoidance, as defined in Section 15370 of the California Environmental Quality Act (CEQA) when significant cultural resources could be affected by a project. Also, Public Resources Code Section 5097.98 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery. Discussion of these should be included in your environmental documents, as appropriate.

10.5

The authority for the SLF record search of the NAHC Sacred Lands Inventory, established by the California Legislature, is California Public Resources Code §5097.94(a) and is exempt from the CA Public Records Act (c.f. California Government Code §6254.10). The results of the SLF search are confidential. However, Native Americans on the attached contact list are not prohibited from and may wish to reveal the nature of identified cultural resources/historic properties. Confidentiality of 'historic properties of religious and cultural significance' may also be protected under Section 304 of the NHPA or at the Secretary of the Interior's discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C. 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APE and possibly threatened by proposed project activity.

10.6

CEQA Guidelines, Section 15064.5(d) requires the lead agency to work with the Native Americans identified by this Commission if the initial Study identifies the presence or likely presence of Native American human remains within the APE. CEQA Guidelines provide for agreements with Native American, identified by the NAHC, to assure the appropriate and dignified treatment of Native American human remains and any associated grave sites. Although tribal consultation under the California Environmental Quality Act (CEQA; CA Public Resources Code Section 21000 – 21177) is 'advisory' rather than mandated, the NAHC does request 'lead agencies' to work with tribes and interested Native American individuals as 'consulting parties,' on the list provided by the NAHC in order that cultural resources will be protected. However, the 2006 SB 1059 the state enabling legislation to the Federal Energy Policy Act of 2005, does mandate tribal consultation for the 'electric transmission corridors. This is codified in the California Public Resources Code, Chapter 4.3, and §25330 to Division 15, requires consultation with California Native American tribes, and identifies both federally recognized and non-federally recognized on a list maintained by the NAHC

10.7

Health and Safety Code §7050.5, Public Resources Code §5097.98 and Sec. §15064.5 (d) of the California Code of Regulations (CEQA Guidelines) mandate procedures to be followed, including that construction or excavation be stopped in the event of an accidental discovery of

10.8

any human remains in a location other than a dedicated cemetery until the county coroner or medical examiner can determine whether the remains are those of a Native American. . Note that §7052 of the Health & Safety Code states that disturbance of Native American cemeteries is a felony.

Again, Lead agencies should consider avoidance, as defined in §15370 of the California Code of Regulations (CEQA Guidelines), when significant cultural resources are discovered during the course of project planning and implementation.

Please feel free to contact me at (916) 653-6251 if you have any questions.

Sincerely,



Dave Singleton  
Program Analyst

Attachment: List of Native American Contacts

Cc: State Clearinghouse

10.8  
(con't)

10.9

### Response to Comment 10.1

The comment states that the Native American Commission is the state “trustee agency” pursuant to CEQA. This comment does not raise any specific concerns related to the environmental analysis of the Project but is noted and will be included in the Administrative Record.

### Response to Comment 10.2

The comment correctly describes the standard under CEQA for determining whether a project causes a substantial adverse change in the significance of an historical resource, including archaeological resources. The Recirculated Initial Study determined that the Project would not cause a substantial adverse change in the significance of an historic resource, including archaeological resources. (IS/MND, p. 38). The Project site does not contain any historical or archaeological resources as defined in CEQA Guidelines Section 15064.5. Any unique features that may have existed were removed or disturbed during the original grading and construction of the Villa Venetia apartments. The amount of grading to replace existing landscaping will not extend extensively into the subsurface

and impact any resources that may exist below grade. (IS/MND, p. 38). As such, the Project would not cause a substantial adverse change in the significance of a historical or archaeological resource as defined in 15064.5. The comment is noted and will be included in the Administrative Record.

#### Response to Comment 10.3

The comment states that based on a Sacred Lands File search, the commenter determined that “Native American Cultural resources were not identified” in the Project area. This finding confirms the conclusion of the Recirculated Initial Study that the Project site does not contain any historical or archaeological resources as defined in CEQA Guidelines Section 15064.5. As such, the Project would not cause a substantial adverse change in the significance of a historical or archaeological resource as defined in 15064.5. While there may be Native American cultural resources in close proximity to the Project site, the Project itself will not expand the footprint of the buildings or otherwise expanding the Project site beyond its current and existing location. In addition, any unique features that may have existed were removed or disturbed during the original grading and construction of the Villa Venetia apartments. The amount of grading to replace existing landscaping will not extend extensively into the subsurface and impact any resources that may exist below grade. (IS/MND, p. 38). Based on the County’s determination that the Project will not cause a substantial adverse change in the significance of an historical or archaeological resource, consultation is not necessary or required under CEQA Guidelines Section 15064.5(d). However, in the event that human remains or other culturally significant artifacts are discovered during Project implementation, the procedures described in Public Resources Code Section 5097.98, Health and Safety Code Section 7050.5, and CEQA Guidelines Section 15164.5(e), including suspending excavation and contacting the Native American Heritage Commission within 24 hours will be required. In addition, all members of the public including the individuals identified by the commenter, are invited to attend and participate in all public hearings related to the Project. The comment is noted and will be included in the Administrative Record.

#### Response to Comment 10.4

As noted in Response to Comment 11.3, based on the County’s determination that the Project will not cause a substantial adverse change in the significance of an historical or archaeological resource, consultation is not necessary or required. However, all members of the public are invited to attend and participate in all public hearings related to the Project. The comment is noted and will be included in the Administrative Record.

#### Response to Comment 10.5

As discussed above, the Project will not cause a substantial adverse change in the significance of an historical or archaeological resource. As a result, mitigation in the form of “avoidance” as defined in CEQA Guidelines Section 15370, is not required or necessary. However, in the event that human remains or other culturally significant

artifacts are discovered during Project implementation, the procedures described in Public Resources Code Section 5097.98, Health and Safety Code Section 7050.5, and CEQA Guidelines Section 15164.5(e), including suspending excavation and contacting the Native American Heritage Commission within 24 hours, will be required. The comment is noted and will be included in the Administrative Record.

#### Response to Comment 10.6

This comment does not raise any specific concerns related to the environmental analysis of the Project but is noted and will be included in the Administrative Record.

#### Response to Comment 10.7

Consultation under CEQA Guidelines Section 15064.5(d) is required when the initial study identifies the existence of or the probable likelihood, or Native American human remains within the project. The Recirculated Initial Study for the Project reached the opposite conclusion. The site is developed and contains no features such as drainage courses, springs, knolls, rock outcropping, or oak trees that indicate potential archaeological sensitivity. Based on the identified historical and cultural resources in Los Angeles County the site is not located in or near an area containing known cultural or historical sites. The Recirculated Initial Study necessarily found that there was very little likelihood of finding Native American human remains within the Project, and concluded that the Project would not cause a substantial adverse change in the significance of an historical or archaeological resource. The comment is noted and will be included in the Administrative Record.

#### Response to Comment 10.8

As noted, in the event that human remains or other culturally significant artifacts are discovered during Project implementation, the procedures described in Public Resources Code Section 5097.98, Health and Safety Code Section 7050.5, and CEQA Guidelines Section 15164.5(e), including suspending excavation and contacting the Native American Heritage Commission within 24 hours, will be required. The comment is noted and will be included in the Administrative Record.

#### Response to Comment 10.9

See Response to Comment 11.5 above. The comment is noted and will be included in the Administrative Record.

## **APPENDIX “O”**

# MISSION

LANDSCAPE MAINTENANCE

May 20, 2010

Lyon Properties  
Villa Venetia Apartments  
13900 Fiji Way  
Marina Del Rey, CA 90292-6956

## Re: Fertilizer Requirements

Dear Mr. Peter Zak,

We have received your request to quantify the amount of fertilizer we currently apply on your property located at 13900 Fiji Way and compare that to what would be required when the landscape design transitions to a more sustainable / native plant palette.

Current Conditions – approximately 900 lbs of a complete fertilizer with 160 lbs of actual nitrogen is applied annually with the balance consisting of phosphorus, potassium and micro nutrients.

Installation – approximately 140 lbs of actual fertilizer would be applied depending upon the fertilizer analysis during installation with actual nitrogen ranging from 8-18lbs.

Sustainable/Native Design- These landscapes require up to 60% less fertilizer than our typical landscapes and only want to be fertilized in the fall/winter months. Annual application would be approximately 360 lbs of actual material with the actual nitrogen consisting of 60 – 65 lbs.

Should you have any question or comments, please do not hesitate contacting us.

Sincerely,



Kristen Parkins  
Vice President of Operations  
QAL #123058  
ISA Certified Arborist  
535 E. Dyer Road  
Santa Ana, CA 92707  
P: (800) 545-9963  
[www.missionlandscape.com](http://www.missionlandscape.com)

Proudly Employee Owned and Operated

# PROJECT NO. R2009-00752-(4) RENV NO. 200900048

Map taken from: "The Thomas Guide, 2007 Edition"  
Copyright 2007 Rand McNally & Co.

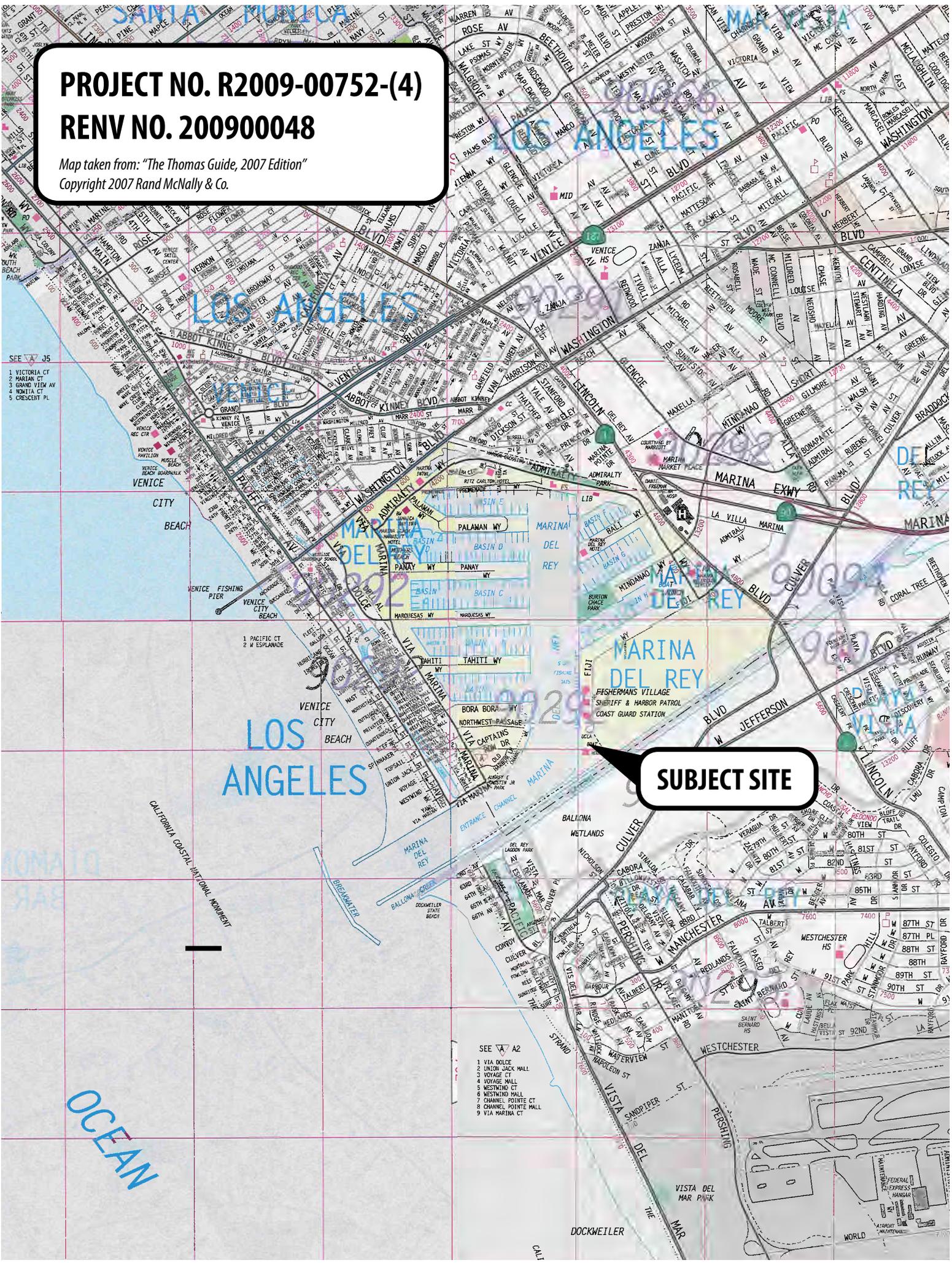
- SEE  J5
- 1 VICTORIA CT
  - 2 MARLAN CT
  - 3 GRAND VIEW AV
  - 4 MONITA CT
  - 5 CRESCENT PL

- 1 PACIFIC CT
- 2 W ESPLANADE

- SEE  A2
- 1 VIA DOLCE
  - 2 UNION JACK MALL
  - 3 VOYAGE CT
  - 4 VOYAGE MALL
  - 5 WESTING CT
  - 6 WESTING MALL
  - 7 CHANNEL POINTE CT
  - 8 CHANNEL POINTE MALL
  - 9 VIA MARINA CT

**SUBJECT SITE**

FISHERMANS VILLAGE  
SHERIFF & HARBOR PATROL  
COAST GUARD STATION



**OPTION TO AMEND LEASE AGREEMENT  
(Parcel 64T)**

THIS OPTION TO AMEND LEASE AGREEMENT (“**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF LOS ANGELES (“**County**”) and LYON VILLA VENETIA, LLC, LYON VILLA VENETIA II, LLC, WOLFF VILLA VENETIA 224, LLC, and WOLFF VILLA VENETIA 224 II, LLC, each a Delaware limited liability company (collectively, “**Lessee**”).

R E C I T A L S

A. County, as lessor, and Jackbilt, Inc. (“**Original Lessee**”), as lessee, entered into Lease No. 4709, dated July 21, 1961, as amended and restated by Amendment No. 8 to Lease No. 4709 dated October 22, 1968, and as further amended prior to the date hereof (the “**Existing Lease**”), pursuant to which County leased to Original Lessee certain real property in the Marina del Rey Small Craft Harbor now commonly known as Parcel No. 64T, as more particularly described in the Existing Lease (the “**Premises**”).

B. Lessee is the current successor-in-interest to the Original Lessee’s right, title and interest as lessee under the Existing Lease.

C. The term of the Existing Lease is currently scheduled to expire on May 9, 2021 (the “**Existing Expiration Date**”).

D. Lessee has requested County, and County is willing, to grant Lessee an option to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically set forth in this Agreement, including, without limitation, (i) an extension of the term of the Existing Lease through May 9, 2054, and (ii) the renovation of the Premises in accordance with the terms and provisions hereof.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree as follows:

1. Grant of Option. County hereby grants to Lessee an option (the “**Option**”) to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically provided in this Agreement, including, without limitation (i) an extension of the term of the Existing Lease through May 9, 2054, and (ii) the renovation of the Premises and the Improvements (as defined in the form of Restated Lease) located thereon. Such amended and restated lease shall be substantially in the form of the Amended and Restated Lease Agreement for Parcel 64T attached to this Agreement as Exhibit A (the “**Restated Lease**”).

2. Option Term. The term of the Option (the “**Option Term**”) shall commence on the date of this Agreement and expire on that date (the “**Option Expiration Date**”) that is six (6) months following the date of this Agreement, subject to extension as expressly provided in this Agreement. If by the date that is six (6) months following the date of

this Agreement Lessee has been unable to satisfy either or both of the Option Conditions (as defined in Section 3 below) and in the reasonable judgment of the Director of the Department of Beaches and Harbors of the County (the “**Director**”) Lessee has proceeded with best efforts to satisfy the Option Conditions but has been delayed in doing so as a result of (a) in the case of the non-satisfaction of the Entitlements Condition, delays beyond normal entitlement processing periods in the processing by the applicable governmental authorities of Lessee’s applications for the Entitlements (as defined in Section 3.1 below) or the pendency of an appeal, proceeding or litigation described in clause (a) or (b) of Section 3.1 below (collectively, an “**Entitlements Condition Delay**”), or (b) in the case of the non-satisfaction of the Project Financing Condition (as defined in Section 3.2 below), as a result of a Financing Force Majeure Event (as defined in Section 4 below), then upon Lessee’s request Director shall extend the Option Expiration Date by one or more extensions. Such extension or extensions shall be limited to the period of any Entitlements Condition Delay or Financing Force Majeure Event (as applicable, and without duplication in the case, and to the extent, that delays are concurrent), as determined in the reasonable judgment of Director, but in no event shall the total period of any such extensions to the Option Expiration Date exceed six (6) months in the aggregate.

Notwithstanding the six (6) month aggregate limit on extensions to the Option Expiration Date set forth in the immediately preceding paragraph, if an Entitlements Condition Delay occurs due to the pendency of an appeal, proceeding or litigation described in clause (a) or (b) of Section 3.1 below, then as long as there is no Lessee Default (as defined in Section 10.12 below) under this Agreement or material uncured breach or default by Lessee under the Existing Lease (after notice and the expiration of any applicable cure period under the Existing Lease), upon request by Lessee (i) the Option Term shall be tolled pending the final resolution of such appeal, proceeding or litigation, whether such resolution is in favor of, or against, the issuance of the contested Entitlements; (ii) as long as Lessee continues to diligently prosecute the resolution of the appeal, proceeding or litigation in favor of the issuance of the contested Entitlements, the Option Expiration Date shall be extended until the earlier of (A) the final resolution of the appeal, proceeding or litigation against the issuance of the contested Entitlements; or (B) the later of (x) sixty (60) days after the final resolution of such appeal, proceeding or litigation in favor of the issuance of the contested Entitlements; or (y) the date to which the Option Expiration Date is extended (including pursuant to any unused extension periods provided in this Section 2, if and to the extent applicable) as a result of the tolling of the running of the Option Term until the final resolution of such appeal, proceeding or litigation; and (iii) the maximum six (6) month aggregate period of extension set forth in the immediately preceding paragraph shall not be applicable, but the maximum extension shall instead be to the date that is forty-two (42) months following the date of this Agreement. Director shall have no obligation to extend the Option Expiration Date, nor shall there be any tolling of the Option Term, in the case of a Lessee Default (as defined in Section 10.12 below) or if Lessee is in material breach or default of the Existing Lease after notice and the expiration of any applicable cure period applicable under the Existing Lease.

Notwithstanding the limitations on the period of an extension of the Option Expiration Date set forth in the first paragraph of this Section 2, if Lessee is unable to satisfy the Entitlements Condition due to a moratorium, temporary restraining order, injunction or other court order which prohibits the issuance of the Entitlements and which affects all other similar projects in Marina del Rey, California, then as long as there is not a Lessee Default under this

Agreement and Lessee is not in material breach or default of the Existing Lease (after written notice and the expiration of any applicable cure period under the Existing Lease), the Option Expiration Date shall be extended until sixty (60) days following the cessation of such moratorium, temporary restraining order, injunction or other court order; provided, however, that the Option Expiration Date shall in no event be extended beyond forty-two (42) months following the date of this Agreement.

Notwithstanding the limitations on the period of an extension of the Option Expiration Date set forth in the first paragraph of this Section 2, if the condition described in Section 5(e) below is not satisfied by the Option Expiration Date due to any failure by Director after the date of this Agreement to process Lessee's submittals of any remaining required plans, specifications and other materials pertaining to the Renovation Work for Director's approval within the time periods required under Section 5.3 of the form of Restated Lease, as provided in Section 7.3 of this Agreement, then the Option Expiration Date shall be extended for the actual period of delay in Director's processing of such Lessee submittals.

3. Option Conditions. In addition to any other requirements for exercise of the Option set forth in this Agreement, the exercise by Lessee of the Option shall be subject to the satisfaction of the following two conditions (the "**Option Conditions**"):

3.1 Lessee shall have received all discretionary planning and zoning land use entitlements and approvals required to be obtained from governmental authorities (including the County and, if required, the California Coastal Commission) for the construction of the Renovation Work on the Premises (the "**Entitlements**"), and both (a) the Entitlements shall not be subject to further appeal, and (b) there shall be no proceeding or litigation pending to appeal the issuance of the Entitlements, or to enjoin or restrain the performance of the Renovation Work (not including any proceeding or litigation brought by or on behalf of Lessee or any direct or indirect partner, shareholder or member of, or any other person or entity affiliated with, or otherwise directly or indirectly having an ownership interest in, Lessee), or if such a proceeding or litigation has been pending, then a dismissal, decision or judgment shall have been issued in favor of the validity of the Entitlements, which dismissal, decision or judgment shall not be subject to further appeal (collectively, the "**Entitlements Condition**"); and

3.2 Lessee shall have obtained Project Financing (as defined below) for the Renovation Work (the "**Project Financing Condition**"). For purposes of this Agreement, "**Project Financing**" means a construction loan commitment from an institutional lender or lenders, at an interest rate or rates and on other terms that are commercially reasonable, in amounts that when combined with Lessee's equity is reasonably expected to provide sufficient funds to complete the Renovation Work, all as approved by Director in accordance with the terms and provisions of Section 12.1 of the form of Restated Lease. The actual closing of such construction loan shall be a concurrent condition to County's obligation to execute and deliver the Restated Lease.

4. Financing Force Majeure Event. Lessee shall use good faith, diligent efforts to satisfy the Project Financing Condition on or before the Option Expiration Date. Upon request from the Department during the Option Term, Lessee shall inform Director of the status of Lessee's efforts to obtain the Project Financing. If Lessee is unable to obtain Project

Financing within six (6) months after the date of this Agreement due to a Financing Force Majeure Event, then Lessee shall have the right to request Director to extend the Option Expiration Date in accordance with Section 2 of this Agreement. For purposes of this Agreement, “**Financing Force Majeure Event**” means an inability of Lessee to satisfy the Project Financing Condition due to an industry-wide adverse condition in the real estate financing markets, for projects similar to the Premises located in the Los Angeles metropolitan area, in which financing for such projects generally is not available to developers on commercially reasonable terms. As a condition to establishing a Financing Force Majeure Event, Lessee shall be required to demonstrate to the reasonable satisfaction of Director the existence of the Financing Force Majeure Event. If Lessee contests any determination by Director as to whether a Financing Force Majeure Event exists or the duration of the extension which Lessee should receive as a result thereof, then Lessee shall be entitled to submit its request for an extension directly to the County Board of Supervisors for determination.

5. Exercise of Option. The Option shall be exercisable by Lessee only upon strict satisfaction on or before the Option Expiration Date of the following conditions (the “**Exercise Requirements**”): (a) Lessee shall notify County in writing of its exercise of the Option (“**Exercise Notice**”); (b) Lessee shall accompany the Exercise Notice with (i) Lessee’s execution and delivery to County of the Restated Lease with any blank or bracketed terms set forth in Exhibit A hereto completed in accordance with the terms and provisions of this Agreement; and (ii) payment of the amount, if any, by which the Security Deposit required under Article 7 of the Restated Lease exceeds the amount of the security deposit then maintained by Lessee with County pursuant to Section 7 of the Existing Lease; (c) as of the date of Lessee’s delivery of the Exercise Notice there shall not be a Lessee Default under this Agreement nor shall Lessee be in material breach or default under the Existing Lease after written notice from County and the expiration of any applicable cure period set forth in the Existing Lease; (d) the Option Conditions shall have been satisfied and there shall be no change in circumstances after the satisfaction of the Option Conditions that causes the Option Conditions to no longer continue to be satisfied; (e) Director shall have approved all plans, specifications and other materials for the Renovation Work required to be submitted to Director pursuant to Section 7.3 of this Agreement; and (f) Director and Lessee shall have agreed upon the Approved Phasing Schedule and the Phase Cost Amounts pursuant to Section 7.4 of this Agreement. With respect to the Exercise Requirements set forth in clauses (e) and (f) above, Director agrees to process Lessee’s submittals of any remaining required plans, specifications and other materials for the Renovation Work within the time periods required under Section 5.3 of the form of Restated Lease, and to exercise good faith, reasonable efforts to reach agreement with Lessee on the Approved Phasing Schedule and the Phase Cost Amounts within the time period required herein for exercise of the Option. Upon Lessee’s proper and timely exercise of the Option, County shall execute and deliver the Restated Lease within forty-five (45) days following the date of Lessee’s exercise of the Option; provided, however, at Lessee’s request County shall use its commercially reasonable efforts to execute the Lease within such shorter time period as reasonably requested by Lessee to effectuate the execution and delivery of the Lease on a concurrent basis with the closing of Lessee’s Project Financing. The Effective Date of the Restated Lease (as defined in the form of Restated Lease) shall be the date the Restated Lease is executed and delivered by County, which date shall be inserted into page 1 of the Restated Lease concurrent with County’s execution and delivery thereof. If Lessee’s Project Financing is in a position to close within the above forty-five (45) day period, County agrees to cooperate with Lessee to effectuate a concurrent closing

of the Project Financing and County's delivery of the Restated Lease such that the Effective Date of the Restated Lease is the same as the date of the close of Lessee's Project Financing; provided, however, in no event shall such agreement to cooperate be interpreted to require County to delay the execution and delivery of the Restated Lease beyond such forty-five (45) day period; and provided, further, that County shall not be required to execute and deliver the Restated Lease unless during such forty-five (45) day period the Option Conditions continue to be satisfied and Lessee's Project Financing is in a position to close on or before the execution and delivery by County of the Restated Lease.

6. Option Fee/Extension Fee.

6.1 Option Fee. In consideration of County's grant of the Option to Lessee, Lessee shall pay to County concurrent with Lessee's execution of this Agreement the sum of One Hundred Thousand Dollars (\$100,000.00) (the "**Option Fee**"). Except for a failure of the conditions to the exercise of the Option to be satisfied due to a County Default (as defined in Section 10.13 of this Agreement), the Option Fee shall be non-refundable. The Option Fee shall be applied against the Extension Fee described below if Lessee exercises the Option.

6.2 Extension Fee. If Lessee exercises the Option, Lessee shall pay County an extension fee in the amount of One Hundred Thousand (\$100,000.00) (the "**Extension Fee**") to compensate County for the value of the lease extension set forth in the Restated Lease. The Option Fee shall be applied against the Extension Fee such that no additional amount shall be required to be paid for the Extension Fee as a condition to, or in connection with, Lessee's exercise of the Option.

7. Entitlements and Plan Preparation During Option Term.

7.1 Obtaining Entitlements. During the Option Term, Lessee shall use its best efforts to satisfy the Option Conditions as soon as possible, including without limitation, the expenditure of application fees, architectural fees and consulting fees as reasonably necessary in connection with the processing of the Entitlements.

7.2 County Cooperation. In its proprietary capacity, the Department of Beaches and Harbors of the County of Los Angeles (the "**Department**") shall cooperate with and assist Lessee, to the extent reasonably requested by Lessee, in Lessee's efforts to obtain the Entitlements. Such cooperative efforts may include the Department's joinder in any application for the Entitlements, where joinder therein by the Department is required or helpful; provided, however, that Lessee shall reimburse County for the Actual Costs (as defined in the form of Restated Lease) incurred by the Department in connection with such joinder or cooperative efforts. Notwithstanding the foregoing, Lessee and County acknowledge that the approvals given by County under this Agreement and/or the Restated Lease shall be approvals pursuant to its authority under Section 25536 or 25907 of the California Government Code and given in its proprietary capacity; that approvals given under this Agreement and/or the Restated Lease in no way release Lessee from obtaining, at Lessee's expense, all permits, licenses and other approvals required by law for the construction of the Renovation Work and operation and other use of the Premises and Improvements; and that the Department's duty to cooperate and County's approvals under this Agreement and/or the Restated Lease do not in any way modify or limit the

exercise of County's governmental functions or decisions as distinct from its proprietary functions pursuant to this Agreement and/or the Restated Lease.

7.3 Plans and Specifications for Renovation Work. The Renovation Work shall be constructed by Lessee in accordance with and subject to the terms and provisions of Article 5 of the Restated Lease. The requirements of Article 5 of the Restated Lease include, without limitation, the obligation of Lessee to prepare and submit to the Director for the Director's approval certain plans, specifications, construction cost estimates and other materials pertaining to the Renovation Work, as set forth in more detail in Section 5.3 of the Restated Lease. The procedure for the preparation, submittal and approval of the required plans, specifications, construction cost estimates and other materials shall generally proceed in accordance with the terms and provisions of the Restated Lease, except that during the period commencing on the date of this Agreement and expiring on the earlier of Lessee's exercise of the Option or the Option Expiration Date, Lessee shall prepare and submit to Director for Director's approval, any portions of the plans, specifications and other materials described in Section 5.3 of the form of Restated Lease that are required to be submitted to governmental authorities (including the County, the Design Control Board and the California Coastal Commission) in connection with Lessee's applications for or receipt of the Entitlements for the Renovation Work. Lessee shall accompany such plans, specifications and other materials with the construction cost estimates described in Section 5.3 of the form of Restated Lease, as applicable. The standards and time periods for Director's review and approval of the materials submitted by Lessee pursuant to this Section 7.3 shall be in accordance with the terms and provisions of Section 5.3 of the form of Restated Lease, which terms and provisions are hereby incorporated into this Agreement by reference. Such plans, specifications and other materials shall be prepared and submitted to Director by Lessee in accordance with a schedule which shall facilitate Lessee's satisfaction of all conditions precedent to the exercise of the Option on or before the Option Expiration Date. In addition to the plans, specifications and materials required to be submitted by Lessee to Director pursuant to this Section 7.3, Lessee shall have the right, at its election, but not the obligation, to deliver to Director, for Director's approval, additional plans, specifications and materials pertaining to the Renovation Work. Director shall notify Lessee of its approval or disapproval of such additional plans, specifications and materials within the time frames and in accordance with the requirements of Section 5.3 of the form of Restated Lease. Notwithstanding the foregoing, County acknowledges that prior to the date of this Agreement Director has reviewed and approved (a) the schematic plans and narrative description of the Renovation Work required under Subsection 5.3.1 of the Restated Lease; (b) the preliminary plans and specifications for the Renovation Work required under Subsection 5.3.2 of the Restated Lease; and (c) the on-site models for the renovated apartments. The approved schematic plans and narrative description of the Renovation Work are set forth or referenced in the Renovation Plan attached as Exhibit B to the Restated Lease.

7.4 Approvals Regarding Phased Construction. Prior to Lessee's exercise of the Option, Lessee shall submit to the Director (a) a plan for the phased construction of the Renovation Work and a schedule for the construction commencement and completion dates for each such phase ("**Phase**") of such construction (such schedule, as agreed upon by Lessee and Director, acting reasonably, shall be the "**Approved Phasing Schedule**"); and (b) the allocation of the "Original Cost Amount" referenced in Section 5.1 of the Restated Lease between each of the Phases (the "**Phase Cost Amounts**") for the purpose of Section 5.1 of the

Restated Lease. Lessee and Director shall exercise their good faith, reasonable efforts to agree upon the phasing plan and schedule and the Phase Cost Amounts referenced in the immediately preceding sentence. Prior to the execution of the Restated Lease, the “**Required Phase Commencement Date**” and “**Required Phase Completion Date**” for each Phase of the Renovation Work, as set forth in the Approved Phasing Schedule and referenced in Section 5.1 of the Lease, shall be inserted into Exhibit C attached to the Lease.

7.5 Indemnification. Lessee agrees to indemnify, defend and hold County, its agents, officers and employees, harmless from and against any claim, cause of action or proceeding brought against County, its agents, officers or employees, and all liabilities and costs (including, without limitation, attorneys’ fees) incurred in connection therewith, regarding any contest, opposition or challenge relating to the Entitlements for the Renovation Work, including without limitation, any contest, opposition or challenge to the issuance of any particular permit(s) or approval(s) for the Renovation Work or as to whether the Renovation Work requires the issuance of any particular permit(s) or approval(s). Lessee shall have the right to assume the defense of any such action or proceeding with counsel reasonably satisfactory to County.

In the event that any claim, action, or proceeding as described above is filed against the County, Lessee shall within ten (10) days of the filing, deliver to County an initial deposit of \$5,000 from which costs shall be billed and deducted for the purpose of funding the costs incurred by County in connection with the defense, or participation or cooperation in the defense, of such claim, action or proceeding. Such deposit shall be replenished up to the amount of the initial deposit, each time unreimbursed costs incurred by County reach eighty percent (80%) of the amount on deposit, without limitation as to the number of supplemental deposits that may be required prior to completion or resolution of the matter.

8. Non-Exercise Lease Amendment. If Lessee does not exercise the Option on or before the Option Expiration Date (or the Option is not exercisable by the Option Expiration Date), for any reason other than as a result of a County Default (as defined in Section 10.13 below), then (a) the Option shall automatically terminate, and (b) at County’s election by written notice from Director to Lessee to be delivered within ninety (90) days following the Option Expiration Date, the Existing Lease shall be considered to be (or to have been) automatically amended effective as of the Option Expiration Date (the “**Effective Amendment Date**”) as follows (the “**Non-Exercise Amendment**”):

(i) delete Sections 11, 13 and 14 of the Existing Lease and insert in place of such sections Subsection 4.2.2 of the form of Restated Lease (for purposes hereof, all references in such Subsection 4.2.2 to “Annual Minimum Rent” or “Monthly Minimum Rent” shall mean and refer to the square foot rental (payable annually or monthly, as applicable) referenced in Section 12 of the Existing Lease.

(ii) add Article 16 of the form of Restated Lease to the Existing Lease, and amend Section 15 of the Existing Lease to provide for the determination and resolution of square foot and percentage rental adjustments under Section 15 of the Existing Lease in accordance with the terms, provisions and procedures set forth in

Subsections 4.4.2 through 4.4.5 and Article 16 of the form of Restated Lease (for purposes hereof, all references in such Subsections 4.4.2 through 4.4.5 to (I) “Renegotiation Date” shall mean and refer to each respective date on which the 10-year square foot and percentage rental adjustments are to be effective under Section 15 of the Existing Lease; (II) “Fair Market Rental Value” shall mean and refer to the “Fair Market Rental” referenced in Section 15 of the Existing Lease; and (III) “Annual Minimum Rent” and “Percentage Rent” shall mean and refer to the square foot and percentage rentals referenced in the Existing Lease);

(iii) amend and restate Section 18 of the Existing Lease in full in accordance with Sections 2.2 and 2.3 of the form of Restated Lease;

(iv) amend and restate Section 22 of the Existing Lease in full in accordance with Article 11 (excepting Subsections 11.2.4 and 11.2.5) and Article 12 of the form of Restated Lease;

(v) add the last four (4) sentences of Section 4.5 of the form of Restated Lease to the Existing Lease;

(vi) amend and restate Section 7 of the Existing Lease in full in accordance with Article 7 of the form of Restated Lease, except that all references to Section 10.4 of the form of Restated Lease shall be changed to Section 35 of the Existing Lease;

(vii) amend Sections 26 and 27 of the Existing Lease to adjust the amount and scope of commercial general liability, automobile liability, garagekeeper’s legal liability, workers compensation and employer’s liability insurance coverage required to be carried by Lessee to equal the amounts and coverages set forth in Subsections 9.1.1, 9.1.2 and 9.1.3 of the form of Restated Lease, to add to Section 26 of the Existing Lease the provisions of Subsection 9.1.7 of the form of Restated Lease, and to add to Section 26 of the Existing Lease the provisions of Section 9.6 of the form of Restated Lease (in each case with adjustment of any applicable internal section references to reflect the correct sections of the Existing Lease, as amended);

(viii) amend and restate Sections 8 and 10 of the Existing Lease in accordance with Sections 5.3, 5.4, 5.7, 5.8, 5.9 and 5.10 of the Restated Lease, except that all references to the “Renovation Work” shall be deleted and the terms and conditions of such Sections shall be applicable only to “Alterations;”

(ix) amend and restate Sections 30, 31 and 32 of the Existing Lease in full in accordance with Article 14 of the form of Restated Lease, except that all references in Article 14 of the form of Restated Lease to “Administrative Charge,” “Net Proceeds Share” and “Net Refinancing Proceeds” shall be deleted;

(x) add Section 10.2 and Section 10.4 of the form of Restated Lease to the Existing Lease (for purposes hereof, the reference in Section 10.4 of the form of

Restated Lease to “Sections 10.1 through 10.3 above” shall mean and refer to Section 35 of the Existing Lease, as amended); and

(xi) incorporate into the Existing Lease the definitions of capitalized terms used in the form of Restated Lease to the extent such terms are used in this Non-Exercise Amendment pursuant to clauses (i) through (x) above.

For purposes of the Non-Exercise Amendment, all references in the form of Restated Lease to the “Effective Date” shall mean and refer to the Effective Amendment Date set forth above. Within thirty (30) days after the County’s election in Section 8(b) above, County and Lessee shall execute and deliver a written document confirming the modifications to the Existing Lease set forth in this Section 8, but Lessee’s failure to execute such written document upon request by County shall not affect the effectiveness of the Non-Exercise Amendment, which, at County’s election by written notice from Director to Lessee, shall become automatically effective as of (or retroactive to) the Option Expiration Date if Lessee does not exercise the Option on or before the Option Expiration Date (or the Option is not exercisable by the Option Expiration Date). If Lessee disputes whether the requirements set forth in the first sentence of this Section 8 for the termination of the Option and the effectiveness of the Non-Exercise Amendment have been satisfied, then Lessee shall have the right to submit such dispute to arbitration in accordance with the same procedures, terms and provisions as set forth in Article 16 of the form of Restated Lease.

9. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the form of Restated Lease) incurred by County in the review, negotiation, preparation, documentation and administration of this Agreement, the Restated Lease and the term sheets and memoranda that precede or preceded any of the foregoing (to the extent not previously reimbursed by Lessee). Lessee shall pay all of such Actual Costs that were incurred prior to or as of the date of this Agreement (and which were not previously reimbursed by Lessee) concurrent with Lessee’s execution and delivery of this Agreement. Lessee shall pay any such Actual Costs incurred by County subsequent to the date of this Agreement within thirty (30) days following receipt by Lessee of an invoice from the County for such Actual Costs.

10. Miscellaneous.

10.1 Time is of the Essence. Time is of the essence of this Agreement, including, without limitation, with respect to all times, restrictions, conditions and limitations set forth herein.

10.2 Waivers. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions, terms or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or provision of this Agreement, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or provisions of this Agreement be construed to in any manner change the terms hereof or estop that party from enforcing the full provisions hereof.

10.3 Notices. All notices required or permitted to be given under this Agreement shall be given in accordance with the terms and provisions of Section 15.10 of the form of Restated Lease.

10.4 Captions. The captions contained in this Agreement are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Agreement.

10.5 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Agreement, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation, attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party.

10.6 No Assignment. Lessee shall have no right to assign or transfer its rights or obligations under this Agreement to any other person or entity, without the express written consent of County, which consent may be withheld by County in its sole and absolute discretion; provided, however, Lessee shall have the right to assign its rights and obligations under this Agreement to the same entity to whom Lessee assigns its leasehold interest under the Existing Lease in an assignment of the Existing Lease that is approved by County.

10.7 Entire Agreement. This Agreement sets forth the full and complete understanding of the parties relating to the subject matter hereof, and supercedes any and all agreements, understandings and representations made prior hereto with respect to such matters.

10.8 Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than against the other.

10.9 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

10.10 Counterparts. This Agreement may be signed in any number of counterparts. Each counterpart shall represent an original of this Agreement and all such counterparts shall collectively constitute one fully-executed document.

10.11 Successors and Assigns. Subject to Section 10.6 above, the rights and obligations of the parties under this Agreement shall be binding upon the parties' respective successors and assigns.

10.12 Lessee Default. For purposes of this Agreement, a "**Lessee Breach**" under this Agreement means a failure of Lessee to perform or comply with any material obligation or covenant of Lessee under this Agreement. For purposes of this Agreement, a "**Lessee Default**" under this Agreement means Lessee's failure to cure a Lessee Breach under this Agreement within (a) ten (10) days after Lessee's receipt of written notice from County in the case of the payment of money, or (b) thirty (30) days after Lessee's receipt of written notice

from County in the case of any other obligation or covenant of Lessee under this Agreement; provided, however, that if the nature of the Lessee Breach under this clause (b) is such that it cannot with reasonable diligence be cured within thirty (30) days, then the cure period set forth in this clause (b) shall be extended for such additional period as reasonably required for the cure of the Lessee Breach as long as Lessee commences cure of the Lessee Breach within thirty (30) days after Lessee's receipt of written notice from County and diligently prosecutes such cure to completion.

10.13 County Default. For purposes of this Agreement, a “**County Breach**” under this Agreement means a failure of County to perform or comply with any material obligation or covenant of County under this Agreement. For purposes of this Agreement, a “**County Default**” under this Agreement means County's failure to cure a County Breach under this Agreement within thirty (30) days after County's receipt of written notice from Lessee; provided, however, that if the nature of the County Breach is such that it cannot with reasonable diligence be cured within thirty (30) days, then the cure period set forth in this Section 10.13 shall be extended for such additional period as reasonably required for the cure of the County Breach as long as County commences cure of the County Breach within thirty (30) days after County's receipt of written notice from Lessee and diligently prosecutes such cure to completion.

10.14 Representation Regarding Existing Encumbrances. Lessee represents and warrants to County that as of the date of this Agreement there are no deeds of trust, mortgages or other security interests that encumber Lessee's interest in the Existing Lease or the Premises other than the “Deed of Trust” referenced in the Lender Consent attached to this Agreement. The grant of the Option set forth in this Agreement is contingent upon (a) the accuracy of the foregoing representation and warranty, and (b) the execution by the beneficiary of such Deed of Trust and delivery to County of such executed Lender Consent concurrent with the execution and delivery of this Agreement by Lessee and County.

10.15 Exhibits. Exhibit A attached to this Agreement is hereby expressly incorporated herein by reference.

10.16 Lessee Designation. The four entities that collectively comprise the Lessee under the Existing Lease and this Agreement (each, a “**Lessee Entity**”) shall be jointly and severally liable for Lessee's obligations under this Agreement. County shall have the right, but not the obligation, to rely upon, and Lessee (including each of the Lessee Entities collectively comprising Lessee) shall be bound by, any act, omission, election, notice or other communication by or from any one or more of such entities. At County's election, County shall have the right, but not the obligation, to disregard inconsistent or conflicting acts, notices, elections or communications received from two or more Lessee Entities, and County shall have the right, but not the obligation, to consider such inconsistent or conflicting acts, notices, elections or communications to not have been performed, delivered or made by or on behalf of Lessee. At County's request, Lessee shall cause any notice, election or other communication purportedly from, by or on behalf of Lessee, but not signed by all Lessee Entities that collectively comprise Lessee, to be signed or otherwise confirmed in writing by all such Lessee Entities, and pending receipt of such signatures or written confirmation, County shall have the right, but not the obligation, to treat such notice, election or other communication to not have

been made or delivered by or on behalf of Lessee. Notwithstanding the foregoing, Lessee hereby designates Lyon Management Group, Inc., a California corporation (“**LMGI**”), to have authority to act on behalf of, and to bind, Lessee (including all of the Lessee Entities) in connection with acts, omissions, notices, elections or communications under this Agreement, and any act, omission, notice, election or communication by or from LMGI shall bind Lessee (including all of the Lessee Entities) and County shall have the right to rely thereon. Lessee may, from time to time, by written notice to County signed by all Lessee Entities that comprise Lessee, designate such other person(s) or entity(ies) with authority to act on behalf of, and to bind, Lessee (including all of the Lessee Entities) as provided herein.

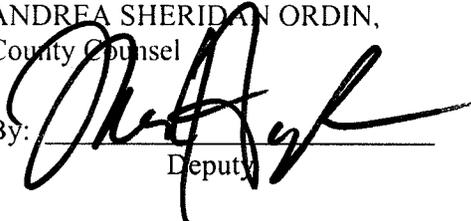
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Agreement as of the date first set forth above.

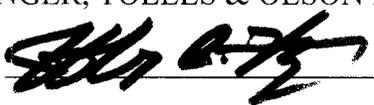
<p>THE COUNTY OF LOS ANGELES</p> <p>By: _____ Chair, Board of Supervisors</p> <p>ATTEST:</p> <p>SACHI A. HAMAI, Executive Officer of the Board of Supervisors</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>ANDREA SHERIDAN ORDIN, County Counsel</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>MUNGER, TOLLES &amp; OLSON LLP</p> <p>By: _____</p>	<p>LYON VILLA VENETIA, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p> <p>LYON VILLA VENETIA II, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p> <p>WOLFF VILLA VENETIA 224, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p>
---	---

	<p>WOLFF VILLA VENETIA 224 II, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>
--	---

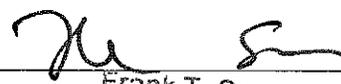
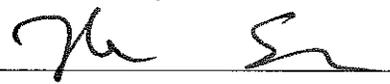
IN WITNESS WHEREOF, County and Lessee have entered into this Agreement as of the date first set forth above.

<p>THE COUNTY OF LOS ANGELES</p> <p>By: _____ Chair, Board of Supervisors</p> <p>ATTEST:</p> <p>SACHI A. HAMAI, Executive Officer of the Board of Supervisors</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>ANDREA SHERIDAN ORDIN, County Counsel</p> <p>By:  Deputy</p> <p>APPROVED AS TO FORM:</p> <p>MUNGER, TOLLES &amp; OLSON LLP</p> <p>By: _____</p>	<p>LYON VILLA VENETIA, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p> <p>LYON VILLA VENETIA II, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p> <p>WOLFF VILLA VENETIA 224, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p>
--	---

IN WITNESS WHEREOF, County and Lessee have entered into this Agreement as of the date first set forth above.

<p>THE COUNTY OF LOS ANGELES</p> <p>By: _____ Chair, Board of Supervisors</p> <p>ATTEST:</p> <p>SACHI A. HAMAI, Executive Officer of the Board of Supervisors</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>ANDREA SHERIDAN ORDIN, County Counsel</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>MUNGER, TOLLES &amp; OLSON LLP</p> <p>By:  _____</p>	<p>LYON VILLA VENETIA, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p> <p>LYON VILLA VENETIA II, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p> <p>WOLFF VILLA VENETIA 224, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By: _____ Name: _____ Its: _____</p>
---	---

IN WITNESS WHEREOF, County and Lessee have entered into this Agreement as of the date first set forth above.

<p>THE COUNTY OF LOS ANGELES</p> <p>By: _____ Chair, Board of Supervisors</p> <p>ATTEST:</p> <p>SACHI A. HAMAI, Executive Officer of the Board of Supervisors</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>ANDREA SHERIDAN ORDIN, County Counsel</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>MUNGER, TOLLES &amp; OLSON LLP</p> <p>By: _____</p>	<p>LYON VILLA VENETIA, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By:  Name: <u>Frank T. Suryan, Jr</u> Its: <u>President</u></p> <p>LYON VILLA VENETIA II, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By:  Name: <u>Frank T. Suryan, Jr</u> Its: <u>President</u></p> <p>WOLFF VILLA VENETIA 224, LLC, a Delaware limited liability company</p> <p>By: Lyon Villa Venetia Partners, LLC, a Delaware limited liability company, its sole member</p> <p>By: Lyon Housing (Villa Venetia) XLIII, LLC, its Manager</p> <p>By:  Name: <u>Frank T. Suryan, Jr</u> Its: <u>President</u></p>
---	---

WOLFF VILLA VENETIA 224 II, LLC, a  
Delaware limited liability company

By: Lyon Villa Venetia Partners, LLC, a  
Delaware limited liability company, its  
sole member

By: Lyon Housing (Villa Venetia) XLIII,  
LLC, its Manager

By:   
Name: Frank T. Suryan, Jr  
Its: President

**LENDER CONSENT**

The undersigned represents that it is the current beneficiary under that certain [Deed of Trust With Assignment of Rents] dated \_\_\_\_\_, and recorded in the Official Records of Los Angeles County, California on \_\_\_\_\_ as Instrument No. \_\_\_\_\_ (the "Deed of Trust"). In connection with such Deed of Trust, County, Lessee and CapitalSource Finance LLC, as lender, entered into that certain Ground Lease Estoppel Certificate and Consent dated as of May 27, 2004 ("Ground Lease Estoppel Certificate"), which Ground Lease Estoppel Certificate remains in full force and effect. As the current beneficiary under the Deed of Trust and the current lender under the Ground Lease Estoppel Certificate, the undersigned hereby consents to the foregoing Option to Amend Lease Agreement and agrees that the Deed of Trust shall be subject and subordinate to any Non-Exercise Amendment referenced in Section 8 of the Option to Amend Lease Agreement that hereafter becomes effective in accordance with the terms and provisions of such Option to Amend Lease Agreement. In the event of any conflict between the terms and provisions of the Option to Amend Lease Agreement and the terms and provisions of the Ground Lease Estoppel Certificate, the terms and provisions of the Option to Amend Lease Agreement shall control.

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**FORM OF RESTATED LEASE**

**AMENDED AND RESTATED LEASE AGREEMENT  
PARCEL 64T — MARINA DEL REY**

THIS AMENDED AND RESTATED LEASE AGREEMENT (“**Lease**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (“**Effective Date**”), by and between the COUNTY OF LOS ANGELES (“**County**”), as lessor, and LYON VILLA VENETIA, LLC, LYON VILLA VENETIA II, LLC, WOLFF VILLA VENETIA 224, LLC, and WOLFF VILLA VENETIA 224 II, LLC, each a Delaware limited liability company (collectively, with their permitted successors and assigns, “**Lessee**”), as lessee.

RECITALS

WHEREAS, County and Jackbilt, Inc. (the “**Original Lessee**”), entered into Lease No. 4709, dated July 21, 1961, as amended and restated by Amendment No. 8 to Lease No. 4709 dated October 22, 1968, and as further amended prior to the date hereof (the “**Existing Lease**”), pursuant to which County leased to Original Lessee certain real property in the Marina del Rey Small Craft Harbor now commonly known as Parcel No. 64T and more specifically described on Exhibit A attached hereto and incorporated herein by this reference (the “**Premises**”);

WHEREAS, the term of the Existing Lease commenced on May 10, 1961 and was originally scheduled to expire on May 9, 2021 (the “**Existing Expiration Date**”);

WHEREAS, Lessee is the current successor-in-interest to the Original Lessee’s right, title and interest as lessee under the Existing Lease;

WHEREAS, County and Lessee entered into that certain Option to Amend Lease Agreement (Parcel 64T) dated as of \_\_\_\_\_, 2010 (the “**Option Agreement**”), pursuant to which County granted Lessee an option (the “**Option**”) to amend and restate the Existing Lease in its entirety, upon the terms and conditions more specifically provided herein, including, without limitation, (i) the extension of the term of the Existing Lease through May 9, 2054, and (ii) the renovation of the Improvements on the Premises, all in accordance with the terms and provisions set forth in this Lease; and

WHEREAS, Lessee has exercised the Option in accordance with the terms and provisions of the Option Agreement.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Lessee agree that the Existing Lease is hereby amended and restated in its entirety, as follows:

1. BACKGROUND AND GENERAL.

1.1 Definitions. The defined terms in this Lease shall have the following meanings:

1.1.1 “**ACTUAL COST**” shall mean (i) the reasonable out-of-pocket costs and expenses incurred by County with respect to a particular activity or procedure,

including without limitation, expenditures to third party legal counsel, financial consultants and advisors (including the use of County’s environmental consultant), (ii) costs incurred in connection with appraisals, (iii) the reasonable value of services actually provided by County’s in-house counsel, and (iv) the reasonable value of services actually provided by County’s lead lease negotiator/administrator and any other lease auditors and other County administrative staff below the level of deputy director (the administrative level which is two levels below County department head) required by the lead lease negotiator/administrator for technical expertise or assistance. In those instances in which Lessee is obligated to reimburse County for its Actual Costs incurred in performing obligations required to be performed by Lessee under this Lease which Lessee fails to perform after written notice from County and the expiration of the applicable cure period, if any, provided under this Lease, Actual Costs shall also include a reasonable allocation of County overhead and administrative costs to compensate County for performing such obligations on behalf of Lessee. Actual Costs shall exclude any fees, costs or other amounts arising from any act or omission that constitutes a failure by County to comply with the terms of this Lease.

1.1.2 “ADA” shall have the meaning set forth in Section 1.2.1.

1.1.3 “ADDITIONAL DISPUTES” shall have the meaning set forth in Section 16(a).

1.1.4 “ADJUSTED PHASE COST AMOUNT” shall have the meaning set forth in Section 5.1.

1.1.5 “ADJUSTMENT DATE” shall have the meaning set forth in Subsection 4.3.1.2.

1.1.6 “ADMINISTRATIVE CHARGE” shall have the meaning set forth in Section 4.6.

1.1.7 “AGGREGATE TRANSFER” shall have the meaning set forth in Subsection 4.6.3.

1.1.8 “ALTERATIONS” shall have the meaning set forth in Section 5.2.

1.1.9 “ANNUAL DEPOSIT AMOUNT” shall have the meaning set forth in Section 5.12.

1.1.10 “ANNUAL MINIMUM RENT” shall have the meaning set forth in Subsection 4.2.1.

1.1.11 “ANNUAL RENT” shall have the meaning set forth in Section 4.2.

1.1.12 “ANTENNAE” shall have the meaning set forth in Subsection 3.2.2.5.

1.1.13 “APPLICABLE LAWS” shall have the meaning set forth in Subsection 1.2.1.

1.1.14 “APPLICABLE RATE” shall mean an annually compounded rate of interest equal to the lesser of (a) ten percent (10%) per annum or (b) the Prime Rate, plus three percent (3%) per annum; provided, however, that the Applicable Rate shall in no event exceed the maximum rate of interest which may be charged pursuant to Applicable Laws.

1.1.15 “APPROVED APARTMENT LEASE” shall have the meaning set forth in Subsection 11.1.2.

1.1.16 “APPROVED GOVERNMENTAL CHANGES” shall mean any changes to the Renovation Work (or other Alterations, as applicable) required by the California Coastal Commission or other applicable governmental agency as a condition to the issuance of required governmental permits and approvals for such Renovation Work (or other Alterations, as applicable), except for any change that is a Material Modification.

1.1.17 “APPROVED PHASING SCHEDULE” shall have the meaning set forth in Section 5.1.

1.1.18 “ASSIGNMENT STANDARDS” shall have the meaning set forth in Section 11.2.

1.1.19 “AUDITOR-CONTROLLER” shall mean the Auditor-Controller of the County of Los Angeles, California.

1.1.20 “AWARD” shall have the meaning set forth in Subsection 6.1.3.

1.1.21 “BASE VALUE” shall have the meaning set forth in Subsection 4.8.1.1.

1.1.22 “beneficial interest” shall have the meaning set forth in Subsection 4.6.4.

1.1.23 “BOARD” shall mean the Board of Supervisors for the County of Los Angeles.

1.1.24 “BUSINESS DAY” shall have the meaning set forth in Section 17.3.

1.1.25 “CALCULATION NOTICE” shall have the meaning set forth in Section 4.7.

1.1.26 “CAPITAL IMPROVEMENT FUND” shall have the meaning set forth in Section 5.13.

1.1.27 “CHANGE OF OWNERSHIP” shall have the meaning set forth in Subsection 4.6.1.

1.1.28 “CHANGE OF CONTROL” shall have the meaning set forth in Subsection 4.6.1.

- 1.1.29 “CITY” shall mean the City of Los Angeles, California.
- 1.1.30 “COMPLETION DATE” shall mean the date of the substantial completion of the Renovation Work.
- 1.1.31 “CONDEMNATION” shall have the meaning set forth in Subsection 6.1.1.
- 1.1.32 “CONDEMNOR” shall have the meaning set forth in Subsection 6.1.4.
- 1.1.33 “CONSUMER PRICE INDEX” shall mean the Consumer Price Index-- All Urban Consumers for Los Angeles-Riverside-Orange County, as published from time to time by the United States Department of Labor or, in the event such index is no longer published or otherwise available, such replacement index as may be reasonably agreed upon by County and Lessee.
- 1.1.34 “CONSTRUCTION COST ADJUSTMENT PERIOD” shall have the meaning set forth in Section 5.1.
- 1.1.35 “COST” shall have the meaning set forth in Subsection 4.2.2.3(6).
- 1.1.36 “COUNTY” shall have the meaning set forth in the first paragraph of this Lease.
- 1.1.37 “COUNTY COUNSEL” shall mean the Office of the Los Angeles County Counsel.
- 1.1.38 “COUNTY OPTION” shall have the meaning set forth in Subsection 11.2.4.
- 1.1.39 “COUNTY OPTION PRICE” shall have the meaning set forth in Subsection 11.2.4.
- 1.1.40 “COUNTY POOL RATE” shall have the meaning set forth in Subsection 4.4.7 of this Lease.
- 1.1.41 “COUNTY REMOVAL NOTICE” shall have the meaning set forth in Subsection 2.3.2 of this Lease.
- 1.1.42 “DATE OF TAKING” shall have the meaning set forth in Subsection 6.1.2.
- 1.1.43 “DEMOLITION AND REMOVAL REPORT” shall have the meaning set forth in Subsection 2.3.2.
- 1.1.44 “DEMOLITION SECURITY” shall have the meaning set forth in Subsection 2.3.2.

1.1.45 “DEPARTMENT” shall mean the Department of Beaches and Harbors of the County of Los Angeles.

1.1.46 “DEPOSIT DATE” shall have the meaning set forth in Section 5.12.

1.1.47 “DIRECTOR” shall mean the Director of the Department of Beaches and Harbors of the County of Los Angeles or any successor County officer responsible for the administration of this Lease.

1.1.48 “DISQUALIFICATION JUDGMENT” shall have the meaning set forth in Subsection 16.14.1.

1.1.49 “DOCUMENTED TRANSACTION COSTS” shall have the meaning set forth in Subsection 4.8.1.2.

1.1.50 “EFFECTIVE DATE” shall have the meaning set forth in the first paragraph of this Lease.

1.1.51 “ENCUMBRANCE” shall have the meaning set forth in Subsection 12.1.1.

1.1.52 “ENCUMBRANCE HOLDER” shall have the meaning set forth in Subsection 12.1.1.

1.1.53 “ENR INDEX” shall mean the Engineering News Record (ENR) Construction Cost Index for the Los Angeles Area, or such substitute index upon which the parties may reasonably agree if such index is no longer published or otherwise available.

1.1.54 “EQUITY FINANCING EVENT” shall have the meaning set forth in Section 12.1.

1.1.55 “ESTIMATED COSTS” shall have the meaning set forth in Subsection 2.3.2.

1.1.56 “EVENTS OF DEFAULT” shall have the meaning set forth in Section 13.1.

1.1.57 “EXCLUDED DEFAULTS” shall have the meaning set forth in Section 12.3.

1.1.58 “EXCLUDED TRANSFERS” shall have the meaning set forth in Subsection 4.6.2.

1.1.59 “EXISTING EXPIRATION DATE” shall have the meaning set forth in the second paragraph of the Recitals to this Lease.

1.1.60 “EXISTING LEASE” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.61 “EXCESS PERCENTAGE RENT PAYMENT” shall have the meaning set forth in Subsection 4.2.2.4.

1.1.62 “EXTENDED TIME” shall have the meaning set forth in Section 15.15.

1.1.63 “FAIR MARKET RENTAL VALUE” shall have the meaning set forth in Subsection 4.4.1.

1.1.64 “FINAL PLANS AND SPECIFICATIONS” shall have the meaning set forth in Subsection 5.3.3.

1.1.65 “FINANCING EVENT” shall have the meaning set forth in Section 12.1.

1.1.66 “FIRST DEPOSIT DATE” shall have the meaning set forth in Section 5.12.

1.1.67 “FIRST RENEGOTIATION DATE” shall have the meaning set forth in Section 4.4.

1.1.68 “FORCE MAJEURE” shall mean any inability of a party to perform any non-monetary obligation under this Lease due to fire or other casualty; acts of God; civil riots; embargo; governmental order; governmental moratorium; industry-wide strikes; shortage or unavailability of materials; or other similar causes beyond the reasonable control of the party required to perform the subject obligation.

1.1.69 “FORECLOSURE TRANSFER” shall have the meaning set forth in Subsection 12.1.2.1.

1.1.70 “FORECLOSURE TRANSFEREE” shall have the meaning set forth in Subsection 12.1.2.1.

1.1.71 “GMR” shall have the meaning set forth in Subsection 4.3.1.3.

1.1.72 “GMR COMMENCEMENT DATE” shall have the meaning set forth in Subsection 4.3.1.1.

1.1.73 “GROSS ERROR” shall have the meaning set forth in Subsection 16.14.3.

1.1.74 “GROSS RECEIPTS” shall have the meaning set forth in Subsection 4.2.2.3.

1.1.75 “GROSS TRANSFER PROCEEDS” shall have the meaning set forth in Section 4.8.

1.1.76 “HAZARDOUS SUBSTANCES” shall mean the following:

(a) petroleum, any petroleum by-products, waste oil, crude oil or natural gas;

(b) any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, or is radioactive, flammable or explosive; and

(c) any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “solid waste” or similarly defined substance pursuant to any Applicable Laws.

1.1.77 “IMPROVEMENTS” means all buildings, structures, fixtures, fences, fountains, walls, paving, parking areas, driveways, walkways, plazas, landscaping, permanently affixed utility systems, and other improvements now or hereafter located on the Premises.

1.1.78 “IMPROVEMENT COSTS” shall have the meaning set forth in Subsection 4.8.1.1.

1.1.79 “INCOME APPROACH” shall have the meaning set forth in Section 6.5.

1.1.80 “INITIAL CURE PERIOD” shall have the meaning set forth in Subsection 12.4.1(2)(a).

1.1.81 “INITIATING PARTY” shall have the meaning set forth in Section 16 (a).

1.1.82 “INSTITUTIONAL LENDER” shall have the meaning set forth in Subsection 12.1.3.1.

1.1.83 “INSURANCE RENEGOTIATION DATE” shall have the meaning set forth in Section 9.6.

1.1.84 “LATE FEE” shall have the meaning set forth in Section 4.5.

1.1.85 “LEASE” shall have the meaning set forth in the first paragraph above.

1.1.86 “LEASE YEAR” shall have the meaning set forth in Section 2.1.

1.1.87 “LESSEE” shall have the meaning set forth in the first paragraph of this Lease.

1.1.88 “LESSEE ENTITY” shall have the meaning set forth in Subsection 1.2.3.

1.1.89 “LESSEE SALE PRICE” shall have the meaning set forth in Subsection 11.2.4.

1.1.90 “LESSEE’S DETERMINATION NOTICE” shall have the meaning set forth in Subsection 4.4.4.

1.1.91 “LMGI” shall have the meaning set forth in Subsection 1.2.3.

1.1.92 “MAJOR SUBLEASE” shall have the meaning set forth in Subsection 11.1.1.

1.1.93 “MAJOR SUBLESSEE” shall have the meaning set forth in Subsection 11.1.1.

1.1.94 “MATERIAL MODIFICATION” shall mean a modification to the Renovation Work (or other Alterations, as applicable) with respect to which any one of the following applies: (1) the total cost of the modifications exceeds the greater of (a) One Hundred Thousand Dollars (\$100,000.00), adjusted annually to reflect the percentage change in the ENR from the Effective Date to the date on which the modification is requested, or (b) one percent (1%) of the total estimated construction cost of the Renovation Work (or the other Alterations that are then proposed to be constructed by Lessee); (2) the proposed modification is structural in nature; (3) the modification pertains to the exterior of the Improvements or materially affects the appearance of the Improvements from the exterior; (4) the modification is not in compliance with the Permitted Uses under this Lease; or (5) the modification (a) changes the total square footage of the Improvements by more than two percent (2%), (b) changes the total number of apartment units, (c) reduces the number of parking spaces, except for a corresponding reduction in the number of parking spaces required for the Improvements (based on parking ratios required under Applicable Law, without variance) resulting from a reduction in the square footage or number of units of the Improvements, or (d) pertains to the Promenade.

1.1.95 “MINIMUM STANDARDS” shall mean the requirements of Policy Statement No. 25 and the Specifications and Minimum Standards of Architectural Treatment and Construction for Marina del Rey approved in 1989, as modified by County or the Department from time to time in a manner consistent with commercially reasonable standards applicable to other comparable residential apartment project and marina facilities in Marina del Rey.

1.1.96 “MONTHLY MINIMUM RENT” shall have the meaning set forth in Subsection 4.2.1.

1.1.97 “M&S INDEX” shall have the meaning set forth in Section 5.1.

1.1.98 “NET AWARDS AND PAYMENTS” shall have the meaning set forth in Section 6.7.

1.1.99 “NET PROCEEDS SHARE” shall have the meaning set forth in Section 4.6.

1.1.100 “NET REFINANCING PROCEEDS” shall have the meaning set forth in Subsection 4.8.5.

1.1.101 “NET TRANSFER PROCEEDS” shall have the applicable meaning set forth in Subsection 4.8.1 or 4.8.2, as applicable.

1.1.102 “NOTICE OF COMPLETION” shall have the meaning set forth in Subsection 5.7.7.

1.1.103 “OPTION” shall have the meaning set forth in the fourth paragraph of the Recitals to this Lease.

1.1.104 “OPTION AGREEMENT” shall have the meaning set forth in the fourth paragraph of the Recitals to this Lease.

1.1.105 “OPTION FEE” shall have the meaning given such term in the Option Agreement.

1.1.106 “ORIGINAL COST AMOUNT” shall have the meaning set forth in Section 5.1.

1.1.107 “ORIGINAL LESSEE” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.108 “PARTIAL TAKING” shall have the meaning set forth in Section 6.5.

1.1.109 “PAYMENT BOND” shall have the meaning set forth in Subsection 5.4.3.2.

1.1.110 “PERCENTAGE RENT” shall have the meaning set forth in Subsection 4.2.2.

1.1.111 “PERFORMANCE BOND” shall have the meaning set forth in Subsection 5.4.3.1.

1.1.112 “PERMITTED CAPITAL EXPENDITURES” shall have the meaning set forth in Section 5.13.

1.1.113 “PERMITTED USES” shall have the meaning set forth in Section 3.1.

1.1.114 “PHASE” shall have the meaning set forth in Section 5.1.

1.1.115 “PHASE COST AMOUNT” shall have the meaning set forth in Section 5.1.

1.1.116 “PORTION SUBJECT TO DEMOLITION” shall have the meaning set forth in Subsection 2.3.2.

1.1.117 “POST TERM REMOVAL PERIOD” shall have the meaning set forth in Subsection 2.3.2.

1.1.118 “PREMISES” shall have the meaning set forth in the first paragraph of the Recitals to this Lease.

1.1.119 “PRIMARY COVERAGE” shall have the meaning set forth in Subsection 9.1.1.

1.1.120 “PRIME RATE” shall mean the prime or reference rate announced from time to time by Bank of America, N.A. or its successor, or if Bank of America, N.A. and its successor cease to exist then the prime or reference rate announced from time to time by the largest state chartered bank in California in term of deposits.

1.1.121 “PROMENADE” shall have the meaning set forth in Section 15.20.

1.1.122 “PROPOSED TRANSFER” shall have the meaning set forth in Subsection 11.2.4.

1.1.123 “PUBLIC WORKS DIRECTOR” shall mean the Director of the Department of Public Works of the County of Los Angeles.

1.1.124 “PURCHASE MONEY NOTE” shall have the meaning set forth in Subsection 4.7.2.

1.1.125 “RELATED LESSEE ENTITY” shall have the meaning set forth in Subsection 4.6.2.2.

1.1.126 “RENEGOTIATION DATES” shall have the meaning set forth in Section 4.4.

1.1.127 “RENOVATION PLAN” shall have the meaning set forth in Section 5.1.

1.1.128 “RENOVATION WORK” shall have the meaning set forth in Section 5.1.

1.1.129 “REPLY” shall have the meaning set forth in Section 16.5.

1.1.130 “REQUEST FOR ARBITRATION” shall have the meaning set forth in Section 16(a).

1.1.131 “REQUESTING PARTY” shall have the meaning set forth in Section 16(a).

1.1.132 “REQUIRED COMPLETION DATE” shall have the meaning set forth in Section 5.1.

1.1.133 “REQUIRED PHASE COMMENCEMENT DATE” shall have the meaning set forth in Section 5.1.

1.1.134 “REQUIRED PHASE COMPLETION DATE” shall have the meaning set forth in Section 5.1.

1.1.135 “REQUIRED COST AMOUNT” shall have the meaning set forth in Section 5.1.

1.1.136 “RESPONSE” shall have the meaning set forth in Section 16(a).

1.1.137 “RESPONDING PARTY” shall have the meaning set forth in Section 16(a).

1.1.138 “REVERSION” shall have the meaning set forth in Section 12.10.

1.1.139 “REVERSION AMENDMENT” shall have the meaning set forth in Section 5.1.

1.1.140 “REVERSION CONDITION” shall have the meaning set forth in Section 12.10.

1.1.141 “SECURITY DEPOSIT” shall have the meaning set forth in Section 7.1.

1.1.142 “SEPARATE DISPUTE” shall have the meaning set forth in Subsection 16.10.1.

1.1.143 “STATE” shall mean the State of California.

1.1.144 “STATEMENT OF POSITION” shall have the meaning set forth in Subsection 16.5(2)(a).

1.1.145 “SUBLEASE” shall have the meaning set forth in Subsection 11.1.1.

1.1.146 “SUBLESSEE” shall have the meaning set forth in Subsection 11.1.1.

1.1.147 “SUBSEQUENT RENOVATION” shall have the meaning set forth in Section 5.11.

1.1.148 “SUBSEQUENT RENOVATION FUND” shall have the meaning set forth in Section 5.12.

1.1.149 “SUBSEQUENT RENOVATION PLAN” shall have the meaning set forth in Section 5.11.

1.1.150 “substantial completion” (or “substantially complete” or similar derivations) means the completion of the Renovation Work (or in reference to the Subsequent Renovation, the completion of the Subsequent Renovation), including without limitation, the receipt of all temporary certificates of occupancy (with Lessee having the obligation to obtain permanent certificates of occupancy promptly thereafter) or other applicable governmental certificates or approvals required for legal use and occupancy of the Improvements on the Premises, subject only to minor punch-list items that do not materially interfere with the use and occupancy of the Improvements, provided that any such minor punch-list items are completed in a diligent manner as soon as reasonably possible thereafter.

1.1.151 “TERM” shall have the meaning set forth in Section 2.1.

1.1.152 “TIME OF THE ESSENCE” shall have the meaning set forth in Section 15.2.

1.1.153 “UMBRELLA COVERAGE” shall have the meaning set forth in Subsection 9.1.1.

1.1.154 “UNINSURED LOSS” shall have the meaning set forth in Section 10.5.

1.1.155 “WRITTEN APPRAISAL EVIDENCE” shall have the meaning set forth in Section 16.7.

1.2 Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, County hereby leases to Lessee, and Lessee hereby leases and hires from County, an exclusive right to possess and use, as tenant, the Premises for the Term (as hereinafter defined) and upon the terms and conditions and subject to the requirements set forth herein. This Lease fully amends, restates, replaces and supersedes the Existing Lease.

1.2.1 As-Is. Lessee acknowledges that (1) it is currently in possession of the Premises, (2) Lessee or its predecessors-in-interest have continuously occupied and/or managed and operated the Premises since 1961, and (3) the Improvements now existing on the Premises were constructed by Lessee or its predecessors with contractors selected by them. Except as provided in Subsection 1.2.2, Lessee accepts the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party as of the Effective Date, and Lessee hereby represents that it has performed all investigations that it deems necessary or appropriate with respect to the condition of the Premises or Improvements. Lessee hereby accepts the Premises on an “AS-IS, WITH ALL FAULTS” basis and, except as expressly set forth in this Lease, Lessee is not relying on any representation or warranty of any kind whatsoever, express or implied, from County or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Premises or any Improvements located thereon, including without limitation: (i) the quality, nature, adequacy and physical condition and aspects of the Premises or any Improvements located thereon, including, but not limited to, the structural elements, foundation, roof, protections against ocean damage, erosion,

appurtenances, access, landscaping, parking facilities and the electrical, mechanical, heating, ventilating and air conditioning, plumbing, sewage and utility systems, facilities and appliances, and the square footage of the land or Improvements, (ii) the quality, nature, adequacy and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises and the Improvements located thereon, (iv) the development potential of the Premises, and the use, habitability, merchantability or fitness, or the suitability, value or adequacy, of the Premises or any Improvements located thereon for any particular purpose, (v) the zoning, entitlements or other legal status of the Premises or Improvements, and any public or private restrictions affecting use or occupancy of the Premises or Improvements, (vi) the compliance of the Premises or Improvements with any applicable codes, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions or laws of the County, State, United States of America, California Coastal Commission or any other local, state or federal governmental or quasi-governmental entity (“**Applicable Laws**”), including, without limitation, relevant provisions of the Americans with Disabilities Act (“**ADA**”), (vii) the presence of any underground storage tank or Hazardous Substances on, in or under the Premises or Improvements, or ground or other subsurface waters, (viii) the quality of any labor and materials used in any Improvements, (ix) the condition of title to the Premises or Improvements, and (x) the economics of the operation of the Premises or Improvements. The terms and provisions of this Subsection 1.2.1 are an acknowledgment and agreement as between Lessee and County and County’s agents, employees, successors and assigns, and are not intended to benefit or be enforceable by any other person or entity, and are not intended as a waiver of any of Lessee’s rights against any other person or entity.

1.2.2 Title. County represents and warrants that County owns fee title to the Premises and that County has authority to enter into this Lease. Lessee hereby acknowledges the title of County and/or any other public entity or agency having jurisdiction thereover, in and to the Premises, and covenants and agrees never to contest or challenge the extent of said title, except as is necessary to ensure and enforce Lessee’s rights under this Lease, as amended from time to time.

1.2.3 Definition of Lessee. As of the date of this Lease, the parties agree and acknowledge that the Lessee collectively consists of the following four Delaware limited liability companies each holding the respective percentage tenancy in common interest in the leasehold interest under this Lease set forth below:

Lyon Villa Venetia, LLC	30.02%
Lyon Villa Venetia II, LLC	19.98%
Wolff Villa Venetia 224, LLC	31.4%
Wolff Villa Venetia 224 II, LLC	18.6%

For purposes of this Lease, each of the above four entities (and each of their respective successors and assigns) are sometimes individually referred to as a “**Lessee Entity**” and

collectively as “**Lessee Entities.**” Each and all of the Lessee Entities shall be jointly and severally liable for Lessee’s obligations and liabilities under this Lease. County shall have the right, but not the obligation, to rely upon, and Lessee (including each of the Lessee Entities collectively comprising Lessee) shall be bound by, any act, omission, election, notice or other communication by or from any one or more of the Lessee Entities. At County’s election, County shall have the right, but not the obligation, to disregard inconsistent or conflicting acts, notices, elections or communications received from two or more Lessee Entities, and County shall have the right, but not the obligation, to consider such inconsistent or conflicting acts, notices, elections or communications to not have been performed, delivered or made by or on behalf of Lessee. At County’s request, Lessee shall cause any notice, election or other communication purportedly from, by or on behalf of Lessee, but not signed by all Lessee Entities that collectively comprise Lessee, to be signed or otherwise confirmed in writing by all such Lessee Entities, and pending receipt of such signatures or written confirmation, County shall have the right, but not the obligation, to treat such notice, election or other communication to not have been made or delivered by or on behalf of Lessee. Notwithstanding the foregoing, Lessee hereby designates Lyon Management Group, Inc., a California corporation (“**LMGP**”), to have authority to act on behalf of, and to bind, Lessee (including all of the Lessee Entities) in connection with acts, omissions, notices, elections or communications under this Lease, and any act, omission, notice, election or communication by or from LMGI shall bind Lessee (including all of the Lessee Entities) and County shall have the right to rely thereon. Lessee may, from time to time, by written notice to County signed by all Lessee Entities that comprise Lessee, designate such other person(s) or entity(ies) with authority to act on behalf of, and to bind, Lessee (including all of the Lessee Entities) as provided herein.

2. **TERM; OWNERSHIP OF IMPROVEMENTS.**

2.1 **Term.** The term of the Lease (“**Term**”) commenced on May 10, 1961 and, unless terminated sooner in accordance with the provisions of this Lease, shall expire at 11:59 p.m. on May 9, 2054. For purposes of this Lease, “**Lease Year**” shall mean each calendar year (or partial calendar) during the Term of this Lease.

2.2 **Ownership of Improvements During Term.** Until the expiration of the Term or sooner termination of this Lease, and except as specifically provided herein, Lessee shall own all Improvements now existing and constructed by Lessee or its predecessors on the Premises, or hereafter constructed by Lessee upon the Premises, and all alterations, additions or modifications made thereto by Lessee.

2.3 **Reversion of Improvements.** Upon the expiration of the Term or sooner termination of this Lease, whether by cancellation, forfeiture or otherwise:

2.3.1 **County’s Election to Receive Improvements.** Unless Lessee is expressly directed by County in writing in accordance with this Section 2.3 to demolish and remove Improvements upon the expiration or earlier termination of the Term, all Improvements located on, in, or under the Premises (including all fixtures or equipment affixed thereto) shall remain upon and be surrendered with the Premises as part thereof,

and title to such Improvements shall vest in County without any compensation to Lessee. Nothing contained herein shall be construed to deny or abrogate the right of Lessee, prior to the expiration of the Term or termination of this Lease, to (a) receive any and all proceeds which are attributable to the Condemnation of Improvements belonging to Lessee immediately prior to the taking of possession by the Condemnor, to the extent provided in Article 6 of this Lease, or (b) remove any appliances, furniture or equipment that are neither permanently affixed to, or reasonably necessary for the operation of, the Premises, any signage identifying Lessee (as opposed to other signage used in the operation of the Premises and Improvements), or any personal property, subject to Lessee's obligations under this Lease to use the Premises for the Permitted Uses.

2.3.2 Duty to Remove. No earlier than eleven (11) years, and no later than ten (10) years prior to the expiration of the Term, Lessee shall deliver to County a report prepared by a construction and demolition expert reasonably approved by County that details and estimates the cost and required time period for the removal of all Improvements on the Premises at the expiration of the Term (the "**Demolition and Removal Report**").

In accordance with the terms of this Section 2.3, County may elect to require Lessee at the end of the Term or any earlier termination of this Lease to remove, at the sole cost and expense of Lessee, all or any portion of the Improvements located on, in or under the Premises, whether placed or maintained thereon by Lessee or others, including, but not limited to, concrete foundations, pilings, structures and buildings; provided, however, such portion ("**Portion Subject to Demolition**") of the Improvements designated by County for demolition must be reasonably subject to being demolished separately from other portions of the then-existing Improvements which County has designated to remain. Lessee shall complete the required demolition and removal and shall restore and surrender to County possession of the Premises in good and usable condition, consisting of a level, graded site with no excavations, hollows, hills or humps.

In the case of the termination of the Lease at the scheduled expiration date of the Term, any election by County to require Lessee to demolish and remove the Improvements or a Portion Subject to Demolition must be made by County in writing to Lessee ("**County Removal Notice**") not later than five (5) years prior to the then-scheduled expiration date of the Term. If County elects to require Lessee to demolish and remove all of the Improvements or a Portion Subject to Demolition, Lessee shall complete such demolition and removal and otherwise comply with Lessee's surrender obligations under this Section 2.3 on or before the expiration of the Term of the Lease. In the case of the termination of the Lease at the scheduled expiration date of the Term, Lessee shall have the right, by written notice to County not later than thirty (30) days prior to the scheduled expiration date of the Term, to extend the date by which Lessee must complete the Improvement removal and Premises surrender obligations under this Subsection 2.3.2 and/or the Lessee's removal obligations under Subsection 2.3.4 below to a date not more than one hundred twenty (120) days after the expiration of the Term (the "**Post Term Removal Period**"); provided, however, that all of the Lessee's obligations and liabilities under the Lease (other than the obligation to affirmatively operate the Premises) shall be applicable during the Post Term Removal Period, including without

limitation, the Lessee's obligations with respect to insurance and indemnification, and Lessee's obligation to pay County compensation for the Post Term Removal Period in an amount equal to the Monthly Minimum Rent rate in effect immediately prior to the expiration of the Term.

In the case of a termination of the Lease prior to the scheduled expiration date of the Term, any election by County to require Lessee to remove the Improvements or a Portion Subject to Demolition must be made by County in a County Removal Notice sent to Lessee not later than sixty (60) days after the effective date of such termination, and if County elects to require Lessee to demolish and remove all or a portion of the Improvements on a termination of the Lease prior to the scheduled expiration of the Term, Lessee shall complete such demolition and removal and otherwise comply with Lessee's surrender obligations under this Section 2.3 on or before the date that is the longer of the following periods after receipt by Lessee of the County Removal Notice (and County's notice of termination of the Lease): (a) ninety (90) days, or (b) if Lessee has submitted a Demolition and Removal Report to County, that period equal to the estimated demolition and removal period set forth in the Demolition and Removal Report.

Upon receipt of a County Removal Notice, Lessee shall within ninety (90) days after receipt of the County Removal Notice, provide County with a written plan which sets forth Lessee's proposed method of securing the discharge of Lessee's removal and restoration obligations pursuant to this subsection. Such security plan shall detail (i) the form of security proposed by Lessee, which security shall be either a deposit of funds, or a letter of credit, bond or other form of security in form and amount, and from an issuer, reasonably satisfactory to Director (which security shall, if applicable, bear interest which is added to the Demolition Security) ("**Demolition Security**"), and (ii) a schedule reasonably satisfactory to Director for the delivery by Lessee of the security described in clause (i) above, which schedule may provide for a periodic funding of the Demolition Security on a schedule reasonably satisfactory to Director, provided that such schedule shall in all events provide for a funding of any remaining unfunded security not later than three (3) years prior to the expiration of the Term. Lessee may substitute equivalent types of Demolition Security reasonably approved by Director. The amount of any Demolition Security shall be equal to the estimated costs to remove the Improvements as set forth in the Demolition and Removal Report (the "**Estimated Costs**"), adjusted to reflect the percentage change in the ENR Index from the date on which the Estimated Cost was determined until the date on which Lessee delivers the Demolition Security. Thereafter, Lessee shall increase the amount of the Demolition Security on an annual basis (on or before each successive anniversary of the required date for Lessee's original delivery to County of the Demolition Security) by the same percentage as the percentage increase (if any) in the ENR Index over the preceding year. Any uncured failure by Lessee to deliver the Demolition Security described in this Subsection 2.3.2 (after written notice and the expiration of the cure period set forth in Subsection 13.1.1) shall constitute an Event of Default. County shall have the right to revoke County's election to require the removal of all Improvements or a Portion Subject to Demolition at the end of the scheduled expiration of the Term of the Lease by written notice to Lessee of such revocation at any time not later than six (6) months prior to the scheduled expiration date

of the Lease; provided, however, that any written election or notice by County under this Section 2.3 that County will not require demolition and/or removal of the Improvements or a Portion Subject to Demolition shall be irrevocable. If County revokes a prior County Removal Notice, then any Demolition Security previously delivered by Lessee to County pursuant to this paragraph may be used by Lessee without restriction, and County agrees to execute and deliver commercially reasonable documentation effectuating same if requested by Lessee. Upon completion of all of Lessee's obligations under this Section 2.3, the remaining balance of any Demolition Security (not used by County pursuant to Subsection 2.3.3 or 2.3.4 below) may be used by Lessee without restriction, and County agrees to execute and deliver commercially reasonable documentation effectuating same if requested by Lessee. Subject to and in accordance with the provisions of Section 5.13, available funds in the Capital Improvement Fund may, under the circumstances and upon satisfaction of the requirements set forth in Section 5.13, be used towards satisfaction of the Demolition Security requirements of this Section 2.3.2.

If County fails to elect to require Lessee to remove all of the Improvements on the Premises in accordance with the terms of this Section 2.3 (or revokes such election as provided above), then upon the expiration of the Term, or earlier termination of the Lease, Lessee shall (subject to Lessee's rights under Subsections 2.3.1 and 2.3.4) surrender possession to County of the Premises and those Improvements not required to be removed by Lessee, in the condition in which such Improvements are required to be repaired and maintained under this Lease.

Each and every Sublease shall provide that such Sublease is subordinate to this Lease, that such Sublease shall terminate not later than the scheduled or earlier termination of this Lease, and that the Sublessee (and any and all other occupants of the subleased premises) shall vacate and surrender possession of the subleased premises upon the termination of this Lease. Except as County otherwise notifies Lessee in writing, Lessee shall be responsible at Lessee's sole cost and expense, for the eviction and removal from the Premises and Improvements of all Sublessees at the expiration or earlier termination of this Lease, including without limitation, the delivery to all Sublessees of all notices required under Applicable Law for the timely vacation of the Premises and Improvements by such Sublessees on or prior to the termination of this Lease (or in the case of a termination of the Lease prior to the scheduled expiration of the Term pursuant to a termination notice that is delivered after the date required under Applicable Law for the delivery of required notices for the timely vacation of the Premises and Improvements by the Sublessees, then as soon as possible thereafter). County shall have the right, but not the obligation, to send any such notices to the Sublessees at Lessee's cost and expense. If notwithstanding Lessee's compliance with the foregoing requirements Lessee is not permitted by Applicable Law to evict (or otherwise re-acquire possession of the Improvements from) a Sublessee to permit the demolition of the Improvements within the time period required under this Subsection 2.3.2, then the Post Term Removal Period shall be extended for such period as necessary to permit the completion of the eviction of (or other re-acquisition of possession of the Improvements from) the Sublessees for the demolition of the Improvements as required under this Section 2.3.

2.3.3 County's Right to Remove Improvements. If County elects to have Lessee demolish and remove Improvements pursuant to its rights hereunder, and Lessee fails to do so in accordance with this Lease, County may, at its election, retain, sell, remove or demolish such Improvements. In the event of any demolition or removal by County of Improvements required to have been demolished and removed by Lessee, Lessee shall reimburse County for any Actual Costs incurred by County in connection with such demolition and removal in excess of any funds used by County from the Demolition Security for such purpose and any consideration received by County as a result of any sale of the demolished Improvements; provided, however, that County shall be under no obligation to Lessee to effectuate any such sale or, in the case of a sale, to obtain any required level of compensation therefor.

2.3.4 Duty to Remove Personal Property. No later than the expiration of the Term or sooner termination of this Lease (subject to Lessee's rights with respect to the Post Term Removal Period described in Subsection 2.3.2 above), Lessee shall remove, at its cost and expense, all furniture, equipment and other personal property that is not affixed to the Improvements or reasonably necessary for the orderly operation of the Premises or Improvements. Except where Lessee is obligated to remove the Improvements at the expiration or earlier termination of this Lease, Lessee shall repair any damage caused by the removal of furniture, equipment and other personal property from the Premises. If Lessee fails to remove furniture, equipment and other personal property as required herein within the period required above, and said failure continues for ten (10) days after written notice from County to Lessee, Lessee shall lose all right, title and interest therein, and County may elect to keep the same upon the Premises or to sell, remove, or demolish the same, in which event Lessee shall reimburse County for its Actual Costs incurred in connection with any such sale, removal or demolition in excess of any consideration received by County as a result thereof.

2.3.5 Title to Certain Improvements Passes to County; Lessee to Maintain. As between County and Lessee, title to all utility lines, transformer vaults and all other utility facilities constructed or installed by Lessee upon the Premises shall vest in County upon construction or installation to the extent that they are not owned by a utility company. Notwithstanding the foregoing sentence, such utility lines, transformer vaults and all other utility facilities, shall be maintained, repaired, and replaced, if and as needed, by Lessee during the Term, except to the extent such maintenance, repair or replacement is required as a result of damage caused by County or its agents or employees, in which case such maintenance, repair or replacement shall be County's responsibility.

### 3. USE OF PREMISES.

3.1 Specific Primary Use. The Premises and Improvements shall be used by Lessee for the operation and management of a residential apartment project and such other related and incidental uses as are specifically approved by County (collectively, the "**Permitted Uses**"). Except as specifically provided herein, the Premises and Improvements shall not be used for any purpose other than the Permitted Uses, without the prior written consent of County. County makes no representation or warranty regarding the continued legality of the Permitted Uses or any

of them, and Lessee bears all risk of an adverse change in Applicable Laws. Lessee shall operate the Premises and Improvements in accordance with a minimum standard of operation that is at least consistent with the upgraded project amenities and services set forth in the Renovation Plan.

3.2 Prohibited Uses. Notwithstanding the foregoing:

3.2.1 Nuisance. Lessee shall not conduct or permit to be conducted any private or public nuisance on or about the Premises or the Improvements, nor commit any waste thereon. No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon any portion of the Premises, except for trash collected in appropriate receptacles intended for such purposes, nor shall any portion of the Premises or Improvements be permitted to be operated or maintained in a manner that renders the Premises or Improvements a fire hazard.

3.2.2 Restrictions and Prohibited Uses. Without expanding upon or enlarging the Permitted Uses of the Premises and Improvements as set forth in this Lease, the following uses of the Premises and Improvements are expressly prohibited:

3.2.2.1 The Premises and Improvements shall not be used or developed in any way which violates any Applicable Law.

3.2.2.2 The Premises and Improvements shall not be used or developed in any way in a manner inconsistent with the Permitted Uses. Without limiting the foregoing, no part of the Premises shall be used by any person for any adult entertainment purposes, as such term refers to graphic, explicit and/or obscene depictions of sexual activity; provided, however, that this Subsection 3.2.2.2 shall not be interpreted to regulate in violation of Applicable Law the private activity of an individual that is confined to such individual's private residence;

3.2.2.3 All Improvements shall at all times be kept in good condition and repair consistent with the requirements of Section 10.1 of this Lease, except as such condition is affected by the performance of the Renovation Work or Alterations in accordance with the requirements of Article 5 of this Lease.

3.2.2.4 No condition shall be permitted to exist upon the Premises or Improvements which induces, breeds or harbors infectious plant diseases, rodents or noxious insects, and Lessee shall take such measures as are appropriate to prevent any conditions from existing on the Premises or Improvements which create a danger to the health or safety of any persons occupying, using, working at, or patronizing the Premises or Improvements.

3.2.2.5 Without the prior written reasonable approval of Director, no antennae or other device for the transmission or reception of television signals or any other form of electromagnetic radiation (collectively, "**Antennae**") shall be erected, used or maintained by Lessee outdoors above ground on any portion of the Premises, whether attached to an improvement or otherwise; provided that the foregoing

requirement to obtain Director's approval as to any Antennae shall be inapplicable to the extent that such requirement violates Applicable Law.

3.2.2.6 No tools, equipment, or other structure designed for use in boring for water, oil, gas or other subterranean minerals or other substances, or designed for use in any mining operation or exploration, shall hereafter be erected or placed upon or adjacent to the Premises, except as is necessary to allow Lessee to perform its maintenance, repair and renovation obligations pursuant to this Lease.

3.2.2.7 No adverse environmental condition in violation of Applicable Laws shall be permitted to exist on or in any portion of the Premises or the Improvements, nor shall any Hazardous Substances be permitted to be generated, treated, stored, released, disposed of, or otherwise deposited in or on, or allowed to emanate from, the Premises, the Improvements or any portion thereof, including, without limitation, into subsurface waters; provided, however, that Hazardous Substances may be stored or used on the Premises or in the Improvements, so long as such storage and use is of a type and quantity, and conducted in a manner (a) in the ordinary course of business of an otherwise Permitted Use, (b) in accordance with standard industry practices for such Permitted Use, and (c) in compliance with all Applicable Laws. In addition, Lessee shall not be required to remove Hazardous Substances existing in the building materials of the existing Improvements as of the Effective Date if and to the extent that such Hazardous Substances in their condition in such Improvements as of the Effective Date do not require remediation or removal under Applicable Laws in effect as of the Effective Date; provided, however, that (i) such Hazardous Substances shall be removed or remediated if and to the extent required under any Applicable Laws hereafter applicable to the Premises and/or the Improvements located thereon, (ii) such Hazardous Substances shall be removed or remediated if and to the extent required under the Renovation Plan or the Final Plans and Specifications for the Renovation Work, or if required under Applicable Laws that apply to the performance of the Renovation Work, and (iii) any removal or remediation of such Hazardous Substances, including without limitation, any disposal thereof, shall be performed in compliance with all Applicable Laws.

This Subsection 3.2.2.7 shall not impose liability upon Lessee to County for any Hazardous Substances that might be present in seawater passing over, under, through or around any portion of the Premises or any Improvement as long as (I) such Hazardous Substances did not originate at or from the Premises or Improvements, and (II) with respect to Hazardous Substances that did not originate at or from the Premises or Improvements, were not caused by the acts or omissions of Lessee or its Sublessees, or its or their respective contractors, employees, agents, representatives, consultants, customers, visitors, permittees or licensees.

3.2.2.8 The following uses shall not be permitted: (a) fuel sales; (b) boat or vehicle repair, other than minor servicing or owner maintenance; (c) live bait sales; (d) commercial sport fishing and tour boats; and (e) trailer boat launching or storage; provided, however, that facilities for handling and storing dinghies, small

skiffs and similar craft may be permitted upon prior approval in writing from Director, which approval shall not be unreasonably withheld, conditioned or delayed.

3.3 Active Public Use. The parties acknowledge that County's objective in entering into this Lease is the complete and continuous use (subject to the construction periods contemplated herein) of the Premises and Improvements, without discrimination as to race, gender or religion, and for the generation and realization by County of revenue therefrom. Accordingly, Lessee agrees and covenants that it will operate the Premises and Improvements fully and continuously in light of these objectives, consistent with the operation of comparable residential apartment projects, and that it will use commercially reasonable efforts to maximize the County's revenue therefrom in accordance with this Lease. In the event of any dispute or controversy relating hereto, this Lease shall be construed with due regard to the aforementioned objectives.

3.4 Days of Operation of Promenade. The Promenade (as defined in Section 15.20) shall be open to the public every day of the year during such hours as prescribed by Director, except for any closure approved by Director required to perform any maintenance, repair, replacement, renovation, alteration or restoration work permitted or required under this Lease.

3.5 Signs and Awnings. Any and all art and displays (to the extent that the requirement of prior approval of the aforementioned items does not violate Applicable Laws), awnings and signs and banners, which are placed on, or are visible from, the exterior of the Premises or Improvements shall be only of such size, design, wording of signs and color as shall have been specifically submitted to and approved by Director (and to the extent required under then Applicable Law, the Design Control Board), in writing, whether pursuant to Article 5 of this Lease or otherwise, prior to the erection or installation of said art, sign, display, identification, monument, awning or advertising sign. Director shall not unreasonably withhold its approval of the matters described in this Section 3.5.

3.6 Compliance with Regulations. Lessee shall comply with all Applicable Laws and shall pay for and maintain any and all required licenses and permits related to or affecting the use, operation, maintenance, repair or improvement of the Premises or Improvements. Without limitation of the foregoing, Lessee shall comply with (i) all conditions and requirements of Coastal Development Permit No(s). \_\_\_\_\_ **[PRIOR TO LEASE EXECUTION INSERT ANY COASTAL DEVELOPMENT PERMIT NO(S). ISSUED FOR RENOVATION WORK]**, which conditions and requirements are incorporated into this Lease by reference, and (ii) all public access requirements of the Marina del Rey Local Coastal Program, as amended.

3.7 Rules and Regulations. Lessee agrees to comply with such other reasonable rules and regulations governing the use and occupancy of the Premises and Improvements as may be promulgated by County from time to time for general applicability on a non-discriminatory basis to other comparable residential apartment projects in Marina del Rey, and delivered in writing to Lessee.

3.8 Reservations. Lessee and County expressly agree that this Lease and all of Lessee's rights hereunder shall be subject to all prior encumbrances, reservations, licenses, easements and rights of way existing as of the date of, or otherwise referenced in, this Lease in, to,

over or affecting the Premises for any purpose whatsoever, and also subject to any other encumbrances, reservations, licenses, easements and rights of way consented to by Lessee in writing, which consent may be withheld by Lessee in its sole and absolute discretion.

Without limiting the foregoing, Lessee expressly agrees that this Lease and all rights hereunder shall be subject to all prior matters of record and the right of County or City existing as of the Effective Date or otherwise disclosed in writing to, or actually known to, any Lessee Entity, as their interests may appear, to install, construct, maintain, service and operate sanitary sewers, public roads and sidewalks, fire access roads, storm drains, drainage facilities, electric power lines, telephone lines and access and utility easements across, upon or under the Premises, together with the right of County or City to convey such easements and transfer such rights to others. For purposes hereof, any written disclosure to, or knowledge of, LMGI, shall be deemed to constitute written disclosure to, or knowledge of (as applicable), the Lessee Entities.

#### 4. PAYMENTS TO COUNTY.

4.1 Net Lease. The parties acknowledge that the rent to be paid by Lessee under this Lease is intended to be absolutely net to County. Except as specifically set forth herein, the rent and other sums to be paid to County hereunder are not subject to any credit, demand, set-off or other withholding. Except as specifically set forth herein, Lessee shall be solely responsible for all capital costs (including, without limitation, all structural and roof repairs or replacements) and operating expenses attributable to the operation and maintenance of the Premises and Improvements, including without limitation the parking areas included within the Premises.

4.1.1 Utilities. In addition to the rental charges as herein provided, Lessee shall pay or cause to be paid all utility and service charges for furnishing water, power, sewage disposal, light, telephone service, garbage and trash collection and all other utilities and services, to the Premises and Improvements.

4.1.2 Taxes and Assessments. Lessee agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this Lease or any possessory right which Lessee may have in or to the Premises or the Improvements thereon for any reason, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by it in, on or about the Premises. Lessee's obligation to pay taxes and assessments hereunder shall include but is not limited to the obligation to pay any taxes and/or assessments, or increases in taxes and/or assessments arising as a result of the grant to Lessee of the Option or Lessee's exercise thereof. Lessee shall have the right to contest the amount of any assessment imposed against the Premises or the possessory interest therein; provided, however, the entire expense of any such contest (including interest and penalties which may accrue in respect of such taxes) shall be the responsibility of Lessee.

The parties acknowledge that the Premises are and shall continue to be subject to possessory interest taxes, and that such taxes shall be paid by Lessee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code. Lessee shall include a statement in all Subleases to the effect that the interests created

therein are derived from the Lessee's interest under this Lease and that Lessee's interest requires the payment of a possessory interest tax.

4.2 Rental Payments. Throughout the Term, for the possession and use of the Premises granted herein, Lessee shall pay County (a) the Annual Minimum Rent described in subsection 4.2.1 below, and (b) the Percentage Rent described in subsection 4.2.2 below. For purposes of this Lease "**Annual Rent**" shall mean the aggregate of the Annual Minimum Rent and Percentage Rent.

4.2.1 Annual Minimum Rent and Monthly Minimum Rent. Lessee shall pay to County the minimum rent described in this Subsection 4.2.1 (subject to adjustment pursuant to Sections 4.3 and 4.4 below) during each Lease Year during the Term (the "Annual Minimum Rent"). Annual Minimum Rent shall be payable by Lessee to County on a monthly basis in equal installments of one-twelfth (1/12th) of the Annual Minimum Rent (the "**Monthly Minimum Rent**"); provided, however, if any Lease Year is shorter than a calendar year, then the Annual Minimum Rent shall be calculated on a pro rata basis based on the number of days in the applicable period as compared to 365, and Monthly Minimum Rent shall be payable in equal monthly installments of such pro rata Annual Minimum Rent.

During the period from the Effective Date until the GMR Commencement Date (as defined in Section 4.3 below), the Annual Minimum Rent shall be equal to seventy-five percent (75%) of the average total annual square foot rental and percentage rent that was payable by Lessee under the Existing Lease for each of the first three years of the last three and one-half years prior to the Effective Date. Effective on and after the GMR Commencement Date, the Annual Minimum Rent shall be established in accordance with the terms and provisions of Sections 4.3 and 4.4 of this Lease.

4.2.2 Percentage Rent. For the purposes of this Lease, "**Percentage Rent**" for any given month or year shall be defined as the sum of the amounts set forth in this Subsection 4.2.2, less the Monthly Minimum Rent or Annual Minimum Rent for such month or year (as applicable). Gross Receipts (as defined herein) from each transaction, sale or activity of Lessee (or any Sublessee) on, from or within the Premises or Improvements shall be reported under the applicable percentage category set forth below.

(a) NOT APPLICABLE;

(b) TWENTY PERCENT (20%) of Gross Receipts from the rental or other fees charged for storage or the use of storage facilities;

(c) THIRTEEN PERCENT (13%) of Gross Receipts or other fees charged for (1) the occupancy of apartments, (2) the rental or use of meeting rooms, or (3) the rental or use of land and/or water or facilities for activities not otherwise provided for in this section, such as but not limited to television, motion pictures or other media filming purposes;

(c1) TWELVE PERCENT (12%) of Gross Receipts or other fees charged for the occupancy of (1) offices utilized for banking, financial or investment activities,

internal clerical or administrative activities (other than Lessee's management office), business enterprises, real estate and insurance brokerage, legal, medical, engineering, travel agencies, yacht club purposes, or similar uses; or (2) restaurants, stores, shops, or other commercial establishments; provided that, except as provided in Subsection 4.2.2.5, Gross Receipts or other fees charged for the occupancy of restaurants, stores, shops or other commercial establishments shall not be included in the calculation of Percentage Rent under this category (c1) if the Gross Receipts from the operation of such businesses (as opposed to the rentals paid for the occupancy of the space) are required to be reported under another percentage rent category;

(d) NOT APPLICABLE;

(e) FIVE PERCENT (5%) of commissions or other fees earned from boat brokerage, car rental agencies, marine insurance commissions where the sale of insurance is conducted in conjunction with boat sales and/or boat brokerage, laundry and dry cleaning commissions and other similar activities where earnings are normally on a commission basis;

(f) With respect to service enterprises, including, without limitation, cable television, internet, satellite, telecommunication or other antennae fees, telephone and other utility services, and valet parking services, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or a Sublessee) from such enterprise if Lessee (or such Sublessee) is the operator of such enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee (or a Sublessee) from such enterprise if a third party provider is the operator of such enterprise;

(g) NOT APPLICABLE;

(h) With respect to the installation or operation of coin-operated vending or service machines, including pay telephones, FIVE PERCENT (5%) of the Gross Receipts received by Lessee (or a Sublessee) from such enterprise if Lessee (or a Sublessee) is the operator of such enterprise, or TWENTY-FIVE PERCENT (25%) of any commissions or fees collected by Lessee (or a Sublessee) from such enterprise if a third party provider is the operator of such enterprise;

(i) TEN PERCENT (10%) of Gross Receipts from the operation of a bar, tavern, cocktail lounge, discotheque, night club or other facilities engaged primarily in the on-premises sale of alcoholic beverages, except as provided for in category (j);

(j) THREE AND ONE-HALF PERCENT (3½%) of Gross Receipts from the operation of a restaurant, restaurant/cocktail lounge combination, coffee shop, beach or theater food facility, except that Gross Receipts from facilities established and operated as a take-out food operation shall be reported under category (s) below; a "take-out food operation" shall mean a restaurant or other food operation a majority of the Gross Receipts from which are derived from the sale of food or beverages to be consumed off-site;

(k) NOT APPLICABLE;

(l) NOT APPLICABLE;

(m) FIFTEEN PERCENT (15%) of Gross Receipts from club dues, initiation fees and assessments, except that separate assessments for capital improvements may be exempted; provided that to qualify for such an exemption Lessee must comply with the “Criteria for Eligibility for Exemption of Special Assessments from Gross Receipts” issued by Director;

(n) NOT APPLICABLE;

(o) NOT APPLICABLE;

(p) NOT APPLICABLE;

(q) FIVE PERCENT (5%) of Gross Receipts from cover charges or other fees charged for admission to facilities featuring entertainment, excluding movie theaters, whose Gross Receipts shall be reportable under category (s) below;

(r) TWENTY PERCENT (20%) of Gross Receipts from parking fees, except that (1) parking fees or charges, if any, which are collected in conjunction with an activity the Gross Receipts from which are required to be reported in a percentage category higher than twenty percent (20%) shall be included in Percentage Rent at such higher percentage; and (2) valet parking charges, fees and tips shall not be included in Percentage Rent under this category, but instead shall be included in Percentage Rent under category (f) above;

(s) FIVE PERCENT (5%) of Gross Receipts from the sale of miscellaneous goods and services consistent with the Permitted Uses, but not specifically provided for elsewhere in this Subsection 4.2.2; and

(s1) FIVE PERCENT (5%) of the Gross Receipts from the operation of all stores, shops or boutiques selling items at retail.

If with the prior approval of County or Director Lessee hereafter engages in a use that is not currently permitted under this Lease and as to which there is no specific percentage set forth above applicable to such additional or related use, then concurrent with the approval by County or Director of such specific additional use, Director and Lessee shall negotiate in good faith with Lessee to establish the specific percentage to be applied to such use. Such percentage shall be the greater of (1) the average percentage received by County with respect to that category of activities within Marina del Rey, California at the time of approval of the additional or related use, and (2) the most recent agreement between County and a Marina del Rey lessee, whether by arbitration or otherwise, with respect to the appropriate percentage to be applied to that use. The percentage rent for the additional or related use as determined pursuant to this paragraph shall remain in effect until the next Renegotiation Date.

4.2.2.1 Payment of Percentage Rent. Within fifteen (15) days after the close of each and every calendar month of the Term hereof, Lessee shall file with

County a report of Gross Receipts by category for such previous month, and the amount of Percentage Rent resulting therefrom. Lessee shall include with such report a payment to County of the amount by which the Percentage Rent for such previous month exceeds the Monthly Minimum Rent paid by Lessee for such previous month.

4.2.2.2 Accounting Records and Procedures. Lessee agrees to and shall comply with, and shall cause all Sublessees to agree to and comply with, the recordkeeping and accounting procedures, as well as the inspection and audit rights granted to County, set forth in Article 14 of this Lease.

4.2.2.3 Gross Receipts. Except as herein otherwise provided, the term “**Gross Receipts**” as used in this Lease means, without duplication, the gross amount of all money, receipts, compensation, or other things of value, including but not limited to charges, sales price, rentals, payments, reimbursements (including, without limitation, common area maintenance or other expenses, taxes, utilities, insurance and other payments or reimbursements), fees and commissions made or earned by Lessee and/or all Sublessees, whether collected or accrued from any business, use, occupation or any combination thereof, originating, transacted, or performed in whole or in part, on the Premises, including but not limited to rentals, the rendering or supplying of services and the sale of goods, wares, food, beverages or merchandise.

(1) Except as otherwise set forth herein, there shall be no deduction from Gross Receipts for any overhead or cost or expense of operation, such as, without limitation, salaries, wages, costs of goods, interest, debt amortization, rent credit, collection costs, discounts from credit card operations, insurance and taxes.

(2) Gross Receipts shall not include direct taxes imposed upon the consumer and collected therefrom by Lessee such as, without limitation, retail sales taxes, excise taxes, or related direct taxes paid periodically by Lessee to a governmental agency accompanied by a tax return statement.

(3) Gross Receipts shall not include security deposits paid by a Sublessee to Lessee to be held by Lessee as security for Sublessee’s obligations under its Sublease, license or permit, except to the extent Lessee allocates or applies any portion of such security deposit to unpaid rent or other amounts owed by such Sublessee to Lessee, in which event the sum so allocated or applied shall be included in Gross Receipts as of the date of such allocation or application.

(4) Gross Receipts must include the usual charges for any services, goods, rentals or facilities provided by Lessee or Sublessees. Bona fide bad debts actually accrued for amounts owed by customers or patrons may be deducted from Gross Receipts to the extent that such amounts have been previously reported as Gross Receipts; however, there shall be no deduction for bad debts based on past experience or transfer to a bad debt reserve. Subsequent collection of bad debts previously not reported as Gross Receipts shall be included in Gross Receipts at the time they are collected and in the amount so collected.

(5) In those instances where Gross Receipts are based on the sale of merchandise, food, beverages or services, Gross Receipts shall not include any of the following items:

a. goods returned to suppliers or which are delivered for resale (as opposed to delivery) to another retail location or to a warehouse or to any retailers without profit to Lessee, where such returns or deliveries are made solely for the convenient operation of the business of Lessee or Sublessee and not for the purpose of consummating a sale made in, about or from the Premises;

b. an amount equal to the cash refunded or credit allowed on merchandise returned by customers and accepted by Lessee, or the amount of cash refunded or credit allowed thereon in lieu of Lessee's acceptance thereof, but only to the extent that the sales relating to such merchandise were made in, about or from the Premises; provided that whenever Lessee accepts a credit slip as payment for goods or services, the amount of credit shall be included in Gross Receipts;

c. sales of fixtures, equipment or property which are not Lessee's stock in trade;

d. receipts from insurance claims, including, but not limited to casualty insurance, other than rental interruption or business interruption insurance covering the replacement of Gross Receipts;

e. interest earned by Lessee on funds arising from the Premises or the use thereof, deposited or maintained by Lessee in banks or similar financial institutions;

f. tips and gratuities paid to employees;

g. goods or meals provided to employees of the business operation at cost or less, and complimentary meals offered for promotional purposes; provided, however, that the amounts excluded under this paragraph (g) in connection with a particular business operation shall not exceed two percent (2%) of the Gross Receipts from such business operation in any year;

h. receipts from vending machines used solely by employees of the business operation;

i. fees or charges paid to credit card companies in connection with customer purchases made by use of a credit card; provided, however, that the amounts excluded under this paragraph (i) in connection with a particular business operation shall not exceed one percent (1%) of the Gross Receipts from such business operation in any year;

j. interest or other charges paid by customers of Sublessees for the extension of credit;

k. the sale of promotional merchandise by Sublessees at cost;  
and

(6) Gross Receipts shall not include payments received by Lessee from a Sublessee for the Cost of such Sublessee's submetered electricity, provided (A) each Sublessee's obligation to reimburse Lessee for such Sublessee's electrical charges is separate and apart from such Sublessee's obligation to pay rent for its occupancy of the Premises; (B) the reimbursed sum is in an amount equal to the Cost of the Sublessee's electricity; and (C) the amount received is actually credited against the cost of the Sublessee's electricity. For the purpose of this paragraph (6), the "Cost" of a Sublessee's electricity shall mean the actual out-of-pocket costs incurred by Lessee, exclusive of overhead and general and administrative expenses, in paying the portion of the respective utility's electric bill that is allocable to the Sublessee based on such Sublessee's submetered consumption of electricity, and in paying the portion of any third party submeter reading and service charge to each submeter that is actually read and a direct allocation of the submeter service charge to each such submeter that is serviced. County shall have the right to approve all submeters and to challenge the legitimacy or amount of any Cost, and all disputes regarding such County approvals or challenges, if not resolved by the parties within thirty (30) days after notice to Lessee of such disapproval or challenge, shall be resolved by arbitration pursuant to Article 16 of this Lease. The terms and provisions of this paragraph 6 shall also be applicable to all other submetered utility charges to the extent that it is customary for Sublessees to be responsible for such other utility charges.

(7) Gross Receipts shall not include amounts received by the Sublessee of an individual apartment unit in connection with the operation by such Sublessee of an in-home business in such apartment unit, as long as the primary purpose of Sublessee's use of the apartment unit is for residential occupancy and such in-home business is an incident to such residential use.

4.2.2.4 Excess Payments Credit. If payments of Monthly Minimum Rent and Percentage Rent actually made by Lessee in a particular Lease Year exceed the total Annual Minimum Rent and Percentage Rent that would have been due for such Lease Year if computed on an annual basis at the end of such Lease Year, Lessee shall be permitted to credit that excess amount ("**Excess Percentage Rent Payment**") against the succeeding monthly installments of Monthly Minimum Rent otherwise due and/or if not exhausted, the succeeding monthly installments of Percentage Rent otherwise due under this Subsection 4.2.2, until such time as the entire Excess Percentage Rent Payment has been recouped. If Lessee makes an Excess Percentage Rent Payment in the final Lease Year of the Term, County shall refund such amount to Lessee within thirty (30) days after County's verification of such overpayment, which County agrees to use its reasonable efforts to diligently complete after receipt by County of all information required for County to calculate the Excess Percentage Rent Payment and to resolve any audits of Percentage Rent.

4.2.2.5 Effect of Sublessee Doing Business. Except as specifically provided to the contrary in this Lease, where a Sublessee is conducting a business or engaged in any use or occupation or any combination thereof on Lessee's leasehold except for a business conducted under Item (1) of category (c1) of Subsection 4.2.2, for purposes of determining Percentage Rent Lessee shall report whichever of the following results in the greater Percentage Rent: (i) the Gross Receipts received by each Sublessee under one or more of categories (a) through (s1) of Subsection 4.2.2; or (ii) the Gross Receipts received by Lessee from such Sublessee under category (c) or (c1) of Subsection 4.2.2.

4.2.2.6 Interest, Service Fees or Late Charges. Interest, service fees or late charges collected in conjunction with a transaction, sale or activity of Lessee or Sublessee shall be reported in the same percentage category as the transaction, sale or activity is reported.

4.2.2.7 Percentage Rent Does Not Affect Permitted Uses. It is understood and acknowledged by Lessee that Section 3.1 of this Lease sets forth the Permitted Uses of the Premises by Lessee; thus, the Percentage Rent categories listed in Subsection 4.2.2 are not all necessarily applicable to this Lease and are in no way intended to expand the Permitted Uses.

4.2.2.8 Policy Statements. Director, by Policy Statement and with the approval of Lessee, Auditor-Controller and County Counsel may further interpret the definition of Gross Receipts, with such interpretations to be a guideline in implementing the foregoing Subsections of this Lease.

4.3 Adjustments to Annual Minimum Rent Prior to First Renegotiation Date. During the period commencing on the GMR Commencement Date and continuing until the First Renegotiation Date (as defined in Section 4.4 below), the Annual Minimum Rent shall be established in accordance with the terms and provisions of this Section 4.3.

4.3.1 Definitions. For purposes of this Lease, the following terms shall be defined as set forth below:

4.3.1.1 **"GMR Commencement Date"** means January 1, 2013.

4.3.1.2 **"Adjustment Date"** means the GMR Commencement Date and each January 1 thereafter during the remaining Term of the Lease, excluding the First Renegotiation Date.

4.3.1.3 **"GMR"** means One Million One Hundred Thousand Dollars (\$1,100,000.00) per year, increased by the same percentage as the percentage increase (if any) in the Consumer Price Index for the period from November, 2009 until the second month preceding the month that includes the Adjustment Date on which the then-current adjustment in the Annual Minimum Rent takes effect. For purposes of clarification, the GMR shall never be less than One Million One Hundred Thousand Dollars (\$1,100,000.00) per Lease Year.

4.3.2 Adjustments to Annual Minimum Rent. Effective upon the GMR Commencement Date, the Annual Minimum Rent shall be adjusted to equal the GMR for the GMR Commencement Date. Effective as of each Adjustment Date following the GMR Commencement Date (until the First Renegotiation Date), the Annual Minimum Rent shall be adjusted on an annual basis to equal the greater of the GMR for such Adjustment Date or the Annual Minimum Rent in effect under this Subsection 4.3.2 for the year immediately preceding such Adjustment Date.

4.4 Renegotiation of Annual Minimum and Percentage Rents. For purposes of this Lease, the “**First Renegotiation Date**” means the January 1 that is the closest (either before or after) to the twentieth (20<sup>th</sup>) anniversary of the Effective Date. Effective on the First Renegotiation Date, the Annual Minimum Rent shall be readjusted in accordance with this Section 4.4. Effective on the First Renegotiation Date and each subsequent tenth (10th) anniversary thereafter (individually, with the First Renegotiation Date, each a “**Renegotiation Date**” and collectively, the “**Renegotiation Dates**”), the Percentage Rent shall be readjusted in accordance with this Section 4.4.

4.4.1 Fair Market Rental Value. As used herein, “**Fair Market Rental Value**” means, as of each Renegotiation Date, the fair market rent, expressed in terms of an Annual Minimum Rent and Percentage Rent (with Percentage Rent calculated based on percentages of Gross Receipts in accordance with the categories enumerated in Subsection 4.2.2), which the Premises would bring, on an absolute net basis, taking into account the Permitted Uses and all of the other terms, conditions and covenants contained in the Lease, if the Premises were exposed for lease for a reasonable time on an open and competitive market to a lessee for the purpose of the Permitted Uses, where County and the respective tenant are dealing at arms length and neither is under abnormal pressure to consummate the transaction, together with all restrictions, franchise value, earning power and all other factors and data taken into account in accordance with California law applicable from time to time to eminent domain proceedings.

4.4.2 Annual Minimum Rent. Effective on the First Renegotiation Date, the Annual Minimum Rent shall be adjusted to equal the Annual Minimum Rent component of Fair Market Rental Value determined in accordance with the terms and provisions of this Section 4.4; provided, however, that in no event shall the Annual Minimum Rent that becomes effective on the First Renegotiation Date be less than the greater of (a) seventy-five percent (75%) of the average total Annual Rent that was payable for each of the three (3) years immediately preceding the First Renegotiation Date, or (b) One Million One Hundred Thousand Dollars (\$1,100,000.00). Effective on each Adjustment Date after the First Renegotiation Date and continuing during the remaining Term of the Lease, the Annual Minimum Rent shall be adjusted on an annual basis to an amount equal to the amount of the Annual Minimum Rent that became effective on the First Renegotiation Date in accordance with the terms of this Subsection 4.4.2 above, increased by the same percentage as the percentage increase (if any) in the Consumer Price Index for the period from the month of November that immediately precedes such Adjustment Date as compared to the Consumer Price Index for the month of November immediately preceding the First Renegotiation Date; provided, however, that commencing with the first Adjustment Date following the First Renegotiation Date and continuing during the

remaining Term of the Lease in no event shall the Annual Minimum Rent ever be reduced to an amount that is less than the Annual Minimum Rent that was in effect for the year immediately preceding such Adjustment Date. The Annual Minimum Rent shall not be subject to renegotiation at any Renegotiation Date after the First Renegotiation Date.

4.4.3 Percentage Rent. Effective on the First Renegotiation Date and each Renegotiation Date thereafter during the remaining Term of the Lease, the Percentage Rent shall be adjusted to an amount equal to the Percentage Rent component of Fair Market Rental Value determined in accordance with this Section 4.4; provided, however, that in no event shall the percentage for any particular Percentage Rent category set forth in categories (a) through (s1) of Subsection 4.2.2 above ever be reduced below the percentage for such Percentage Rent category set forth in Subsection 4.2.2 above; and provided, further, that the foregoing requirement that no percentage for a particular Percentage Rent category ever be reduced below the percentage for such Percentage Rent category set forth in Subsection 4.2.2 above, shall have no effect on the determination of the Fair Market Rental Value for any other Percentage Rent category in which the Fair Market Rental Value percentage for such category might be greater than that set forth for such category in Subsection 4.2.2 above. In addition, the amount of Annual Minimum Rent proscribed by Subsection 4.4.2 above shall have no effect on the determination of the Percentage Rent component of the Fair Market Rental Value under this Subsection 4.4.3.

4.4.4 Renegotiation Period. Not more than one (1) year nor less than nine (9) months prior to each Renegotiation Date, Lessee shall deliver to County written notice (“**Lessee’s Determination Notice**”) setting forth Lessee’s determination of the Percentage Rent component of the Fair Market Rental Value of the Premises for each of the Percentage Rent categories set forth in clauses (a) through (s1) of Subsection 4.2.2 which constitute Permitted Uses at such time (with any remaining category percentages to be subsequently calculated, if necessary, in accordance with the grammatical paragraph immediately preceding Subsection 4.2.2.1 of this Lease), expressed in terms of a percentage for each such Percentage Rent category. In addition, in the case of the First Renegotiation Date, Lessee’s Determination Notice shall also include Lessee’s determination of the Annual Minimum Rent component of the Fair Market Rental Value of the Premises for the First Renegotiation Date. Lessee’s Determination Notice shall be accompanied by a list of comparable properties and/or complete copies of any appraisals which it has utilized in its determinations, together with such other information regarding such comparable properties or the Premises as Lessee deems relevant or as may be reasonably requested by County. Within one hundred twenty (120) days after receipt of Lessee’s Determination Notice, if County disagrees with Lessee’s determinations, County shall deliver to Lessee written notice of such disagreement, together with County’s determinations of any disputed components of the Fair Market Rental Value and a list of comparable properties and/or complete copies of any appraisals which it has utilized in its determinations, together with such other information regarding such comparable properties or the Premises as County deems relevant or as may be reasonably requested by Lessee, to the extent available to County. If County fails to deliver to Lessee notice of its disagreement within the aforementioned period and such failure

continues for thirty (30) days after receipt of a subsequent written notice from Lessee, then Lessee's determinations of Fair Market Rental Value set forth in Lessee's Determination Notice shall be binding on County as of the Renegotiation Date (subject to the minimum Annual Minimum Rent (if applicable) and Percentage Rent provisions set forth in this Section 4.4); provided, however, that Lessee's subsequent written notice to County shall conspicuously state in bold faced type that such determinations of Fair Market Rental Value shall be binding on County unless County delivers notice of its disagreement within such thirty (30) day period.

If Lessee fails to deliver Lessee's Determination Notice in compliance with this Subsection 4.4.4 and such failure continues for thirty (30) days after receipt of written notice from County, then County shall submit its determinations of Fair Market Rental Value to Lessee, and Lessee shall have thirty (30) days after the submittal by County to Lessee of County's determinations of Fair Market Rental Value to deliver to County written notice of Lessee's agreement or disagreement with County's determinations. If Lessee fails to deliver notice of such disagreement within such thirty (30) day period, and such failure continues for ten (10) days after receipt of a subsequent written notice from County, then County's determinations of Fair Market Rental Value shall be binding on Lessee as of the Renegotiation Date; provided, however, that County's subsequent notice to Lessee shall conspicuously state in bold faced type that such determinations of Fair Market Rental Value shall be binding on Lessee unless Lessee delivers notice of its disagreement within such ten (10) day period.

4.4.5 Negotiation of Fair Market Rental Value. If County (or Lessee, as the case may be) does so notify Lessee (or County, as the case may be) of its disagreement as provided in Subsection 4.4.4 above, County and Lessee shall have sixty (60) days from the delivery of the notice of disagreement in which to agree upon the disputed components of the Fair Market Rental Value for the Premises. County and Lessee shall negotiate in good faith during said sixty (60) day period. If the parties do so agree, they shall promptly execute an amendment to this Lease that documents the new Annual Minimum Rent (if applicable) and Percentage Rent percentages so jointly determined, to be effective upon the Renegotiation Date. Director shall be authorized to execute any such amendment on behalf of County. During the period of negotiation, Lessee shall abide by all of the terms and conditions of this Lease, including but not limited to the obligation to continue to pay to County Annual Minimum Rent and Percentage Rent at the then-existing levels, or after the Renegotiation Date has occurred, at the agreed upon new levels with respect to any undisputed components of Fair Market Rental Value.

4.4.6 Arbitration. If County and Lessee fail to reach agreement during the sixty (60) day period set forth in Subsection 4.4.5, then, unless the parties agree otherwise, the disputed components of Fair Market Rental Value of the Premises shall be determined by arbitration as set forth in Article 16 of this Lease and the parties shall execute an amendment to this Lease (in accordance with the provisions of Article 16) setting forth the new Annual Minimum Rent (if applicable) and Percentage Rent percentages as determined by arbitration. In order to determine the Annual Minimum Rent (if applicable) and Percentage Rent components of the Fair Market Rental Value of the Premises, the arbitrator shall take into consideration the terms and provisions set forth in

Subsections 4.4.1 through 4.4.3 above. During the period of arbitration, County and Lessee shall abide by all of the terms and conditions of this Lease, including but not limited to Lessee's obligation to pay to County Annual Minimum Rent and Percentage Rent at then-existing levels, or after the Renegotiation Date has occurred, at the agreed upon new levels with respect to any undisputed components of Fair Market Rental Value.

4.4.7 Retroactivity. In the event that, pursuant to Subsections 4.4.5 or 4.4.6 hereof, the parties execute an amendment to this Lease setting forth the newly effective Annual Minimum Rent (if applicable) and Percentage Rent components of the Fair Market Rental Value, such amendment, if executed prior to the Renegotiation Date, shall be effective as of the Renegotiation Date; if executed after the Renegotiation Date, such amendment shall be retroactive to the Renegotiation Date. In the event that such amendment is executed after the Renegotiation Date, then, within thirty (30) days after such execution, Lessee shall pay to County, or County shall pay or, at its election, credit to Lessee, the difference, if any, between (a) the actual Annual Rent payable by Lessee and (b) the actual Annual Rent paid by Lessee, for the period of time from the Renegotiation Date until the date of such payment. Lessee (with respect to overpayments) or County (with respect to underpayments) shall further be entitled to interest on each portion of such payment from each date on which an applicable rental payment was payable or paid (or credited), as the case may be, at the following annual rates:

- (1) the interest rate applicable to the first six (6) months following the Renegotiation Date shall be equal to the average daily rate for the non-restricted funds held and invested by the Treasurer and Tax Collector of Los Angeles County during that period, computed by the Auditor-Controller ("**County Pool Rate**"); and
- (2) the interest rate applicable to any period of time in excess of six (6) months following the Renegotiation Date shall be the Prime Rate in effect as of the date that is six (6) month after the Renegotiation Date, plus one percent (1%), and such interest shall accrue for the period from the date that is six (6) months after the Renegotiation Date until the date of payment.

No late fee shall be payable under Section 4.5 with respect to any underpayment of rent retroactively readjusted pursuant to this Subsection 4.4.7 as long as Lessee pays to County any such rent underpayment and accrued interest within the thirty (30) day period prescribed in this Subsection 4.4.7.

4.5 Payment and Late Fees. Monthly Minimum Rent shall be paid by Lessee in advance. Payments of Minimum Monthly Rent shall be received by County on or before the first day of each calendar month of the Term. Percentage Rent shall be paid by Lessee in arrears. Percentage Rent due, if any, for a given month of the Term shall be received by County on or before the fifteenth (15<sup>th</sup>) day of the calendar month following each month of the Term, calculated as follows: the Lessee shall calculate the total Percentage Rent owed to County for the relevant month of the Term; it shall deduct from said amount the total Monthly Minimum Rent paid to County for that same month; if the resulting amount is a positive number, Lessee shall pay that amount to County; if that amount is a negative number, no Percentage Rent shall be paid to

County for that month but nevertheless the Monthly Minimum Rent shall be paid every month of the Term hereof. Percentage Rent payments shall be reconciled annually at the end of each Lease Year, with any Excess Percentage Rent Payments credited as provided in Subsection 4.2.2.4. Payment may be made by check or draft issued and payable to The County of Los Angeles, and mailed or otherwise delivered to the Department of Beaches and Harbors, Los Angeles County, 13483 Fiji Way, Trailer No. 2, Marina del Rey, California 90292, or such other address as may be provided to Lessee by County.

Lessee acknowledges that County shall have no obligation to issue monthly rental statements, invoices or other demands for payment, and that the rental payments required herein shall be payable notwithstanding the fact that Lessee has received no such statement, invoice or demand. In the event any payment under this Lease is not received by County by the date due, Lessee acknowledges that County will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine. Therefore, a fee (“**Late Fee**”) of six percent (6%) of the unpaid amount shall be added to any amount that remains unpaid five (5) days after such amount was due and payable; provided, however, that no Late Fee shall be assessed in the case of the first late payment by Lessee during any Lease Year as long as such late payment is cured within two (2) business days after Lessee receives written notice from County. In addition to any Late Fee, any unpaid rent due shall additionally bear interest at an annual rate equal to the Prime Rate plus three percent (3%), computed from the date when such amounts were due and payable, compounded monthly, until paid. Lessee acknowledges that such Late Fee and interest shall be applicable to all identified monetary deficiencies under this Lease, whether identified by audit or otherwise, and that interest on such amounts shall accrue from and after the date when such amounts were due and payable as provided herein (as opposed to the date when such deficiencies are identified by County).

4.6 Changes of Ownership and Financing Events. Except as otherwise provided in this Section 4.6, each time Lessee proposes either (a) a Change of Ownership (that is not an Excluded Transfer) or (b) a Financing Event, County shall be paid (1) an Administrative Charge equal to the Actual Cost incurred by County in connection with its review and processing of said Change of Ownership or Financing Event (“**Administrative Charge**”) and (2) a Net Proceeds Share, in the event such Change of Ownership or Financing Event is consummated. “Net Proceeds Share” shall mean the applicable amount determined pursuant to Section 4.8 of this Lease. Changes of Ownership are subject to County approval as provided in Article 11 of this Lease. Financing Events are not Changes of Ownership, but are subject to County approval as provided in Article 12 of this Lease.

4.6.1 Change of Ownership. “**Change of Ownership**” shall mean (a) any transfer by Lessee or a Lessee Entity of five percent (5%) or greater tenancy in common or other direct ownership interest in the collective leasehold interest of Lessee under this Lease, (b) the execution of a Major Sublease or the transfer by a Major Sublessee of a five percent (5%) or greater tenancy in common or other direct ownership interest in the sub-leasehold interest under a Major Sublease, (c) any transaction or series of related transactions not described in clause (a) or (b) above of this Subsection 4.6.1 that constitutes an Aggregate Transfer of fifty percent (50%) or more of the beneficial interests in (i) Lessee, (ii) a Lessee Entity that owns a five percent (5%) or greater tenancy in common or other direct ownership interest in the collective leasehold interest

under this Lease, or (iii) a Major Sublessee, or (d) a Change of Control (as defined below) of (i) Lessee, (ii) a Lessee Entity that owns a five percent (5%) or greater tenancy in common or other direct ownership interest in the collective leasehold interest under this Lease, or (iii) a Major Sublessee. For the purposes of this Lease, “**Change of Control**” with respect to an entity shall refer to a transaction whereby the transferee acquires a direct or indirect beneficial interest in such entity which brings its direct or indirect cumulative beneficial interest in such entity to greater than fifty percent (50%) of the entire beneficial interest in such entity. An Equity Financing Event approved in accordance with Article 12 of this Lease shall not constitute a Change of Ownership.

4.6.2 Excluded Transfers. Notwithstanding anything to the contrary contained in this Lease, Changes of Ownership resulting from any of the following (“**Excluded Transfers**”) shall not be deemed to create an obligation to pay County a Net Proceeds Share:

4.6.2.1 a transfer of the transferee’s leasehold interest under this Lease (or a portion thereof) by a Lessee Entity to another person or entity that is a Lessee Entity as of both the Effective Date and immediately prior to the transfer;

4.6.2.2 a transfer by any person or entity that is a direct or indirect partner, shareholder or member of a Lessee Entity (including a limited partnership, corporation or limited liability company that is a direct or indirect owner in a Lessee Entity’s ownership structure), to any other person or entity that as of both the Effective Date and immediately prior to the transfer is a direct or indirect partner, shareholder or member of a Lessee Entity (including a limited partnership, corporation or limited liability company that is a direct or indirect owner in a Lessee Entity’s ownership structure) (such person or entity, a “**Related Lessee Entity**”), or to any limited partnership, corporation or limited liability company that controls, is controlled by, or is under common control with, a Related Lessee Entity; as used in this Subsection 4.6.2.2, “**control**” means the ownership of more than fifty percent (50%) of the economic interest and voting control of an entity.

4.6.2.3 a transfer to a spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation, as long as such transfer does not result in a Change of Control of a Lessee Entity or a change in the managing member or general partner of such Lessee Entity, except if the transfer otherwise constitutes an Excluded Transfer under another paragraph of this Subsection 4.6.2;

4.6.2.4 a transfer of ownership interests in a Lessee Entity or in constituent partners, shareholders or members of a Lessee Entity (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor’s spouse, children, parents, siblings and grandchildren), (ii) to a trust for the benefit of a member of the immediate family of the transferor, or (iii) from such a trust or any trust that is an owner in a constituent entity of such Lessee Entity as of the Effective Date, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons,

whether any such transfer described in this Subsection 4.6.2.4 is the result of gift, devise, intestate succession or operation of law;

4.6.2.5 a transfer of a beneficial interest resulting from public trading in the stock or securities of an entity, where such entity is a corporation or other entity whose stock (or securities) is (are) traded publicly on a national stock exchange or traded in the over-the-counter market and whose price is regularly quoted in recognized national quotation services;

4.6.2.6 a mere change in the form, method or status of ownership, as long as there is no change in the actual beneficial ownership of the leasehold interest under this Lease, a Lessee Entity, the sub-leasehold interest under a Major Sublease, or a Major Sublessee, and such transfer does not involve an intent to avoid the terms and provisions of this Lease pertaining to a Change of Ownership;

4.6.2.7 any transfer resulting from a Condemnation;

4.6.2.8 any transfer contemplated in Subsection 12.1.2.1 or 12.1.2.2; or

4.6.2.9 any and all Approved Apartment Leases.

4.6.3 Aggregate Transfer. “**Aggregate Transfer**” shall refer to the total percentage of the shares of stock, partnership interests, membership interests or any other equity interests (which constitute beneficial interests in a Lessee Entity or a Major Sublessee, as applicable) transferred or assigned in one transaction or a series of related transactions (other than an Excluded Transfer) occurring since the later of (a) the Effective Date, (b) the execution of a Major Sublease in the case of an Aggregate Transfer involving a Major Sublessee, or (c) the most recent Change of Ownership upon which an Administrative Charge was paid to County; provided, however, that there shall be no double counting of successive transfers of the same interest in the case of a transaction or series of related transactions involving successive transfers of the same interest. Isolated and unrelated transfers shall not be treated as a series of related transactions for purposes of the definition of Aggregate Transfer.

4.6.4 Beneficial Interest. As used in this Lease, “**beneficial interest**” shall refer to the ultimate direct or indirect ownership interests in a Lessee Entity (or a Major Sublessee, as applicable), regardless of the form of ownership and regardless of whether such interests are owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies, trusts or other entities.

4.6.4.1 Interests Held By Entities. Except as otherwise provided herein, an interest in a Lessee Entity or a Major Sublessee held or owned by a partnership, limited liability company, corporation or other entity shall be treated as owned by the partners, members, shareholders or other equity holders of such entity in proportion to their respective equity interests, determined by reference to the relative values of the interests of all partners, members, shareholders or other equity holders in such entity. Where more than one layer of entities exists between a Lessee Entity or a Major Sublessee, as applicable, and the ultimate owners, then the

foregoing sentence shall be applied successively to each such entity in order to determine the ownership of the beneficial interests in a Lessee Entity or a Major Sublessee, as appropriate, and any transfers thereof. Notwithstanding any contrary provision hereof, no limited partner, member or shareholder having a direct or indirect ownership interest in a Lessee Entity or a Major Sublessee shall have any liability to County under this Lease.

4.6.4.2 Ownership of Multiple Assets. For purposes of determining the Gross Transfer Proceeds and Net Transfer Proceeds from a transaction or event that involves both a Change of Ownership and also the transfer of other assets or interests unrelated to this Lease, a Major Sublease or beneficial interests in Lessee or a Major Sublessee, the proceeds of such transaction or event shall be apportioned to this Lease, a Major Sublease and/or beneficial interests in Lessee or a Major Sublessee (as applicable), on the one hand, and to the other unrelated assets or interests, on the other hand, in proportion to the relative fair market values of the respective assets transferred.

4.6.5 Financing Events Regarding Multiple Assets. For purposes of determining the Net Proceeds Share and Net Refinancing Proceeds from a financing transaction that involves both a Financing Event under this Lease and a financing in which other assets or interests unrelated to this Lease, a Major Sublease or beneficial interests in Lessee or a Major Sublessee secure the financing, the principal amount of such financing transaction shall be apportioned to this Lease, a Major Sublease and/or beneficial interests in Lessee or a Major Sublessee (as applicable), on the one hand, and to the other unrelated assets or interests that also secure the financing, on the other hand, in proportion to the relative fair market values of the respective assets that secure the financing.

4.7 Calculation and Payment. A deposit of Fifteen Thousand Dollars (\$15,000) toward the Administrative Charge shall be due and payable upon Lessee's notification to County of each proposed Change of Ownership (other than an Excluded Transfer) or Financing Event and request for County's approval thereof. If the transaction is approved, the balance of the Administrative Charge, if any, and the Net Proceeds Share, if any, shall be due and payable concurrently with the consummation of the transaction constituting the Change of Ownership (other than an Excluded Transfer) or Financing Event giving rise to the obligation to pay such fee, regardless of whether or not money is transferred by the parties in connection with such consummation. If the transaction is approved, and if the amounts of any Administrative Charge and Net Proceeds Share are less than the deposit, then County shall refund to Lessee the excess amount of the deposit within thirty (30) days after the amounts of the Administrative Charge and Net Proceeds Share are determined. If County disapproves the proposed transaction then, within thirty (30) days after written notice of its disapproval, County shall deliver to Lessee a written notice setting forth the Administrative Charge, together with a refund of the amount, if any, of the deposit in excess of the Administrative Charge otherwise allowable under Section 4.6. In the event that the Administrative Charge exceeds the deposit, then Lessee shall pay County the balance of the Administrative Charge otherwise allowable under Section 4.6 within thirty (30) days after receipt of the notice from County setting forth the Administrative Charge and any supporting documentation reasonably requested by Lessee within five (5) business days after its receipt of such notice. At the time of

Lessee's request for County approval of the proposed transaction (or in the case of a transaction, if any, as to which a Net Proceeds Share is payable but County's approval is not required, then at the time of Lessee's notice to County of the transaction, but in no event later than the consummation of the transaction), Lessee shall present (or cause to be presented) to County its calculation of the Net Proceeds Share (if any) anticipated to be derived therefrom, which shall include the adjustment to Improvement Costs, if any, which may result from the payment of such Net Proceeds Share ("**Calculation Notice**"). Each Calculation Notice shall contain such detail as may be reasonably requested by County to verify the calculation of the Net Proceeds Share. Within thirty (30) days after the receipt of the Calculation Notice and all information or data reasonably necessary for County to verify the calculations within the Calculation Notice, County shall respond in writing as to County's agreement or disagreement with the amount of the Net Proceeds Share set forth therein or the related adjustment of Improvement Costs, if any. If County disagrees with the amounts set forth in the Calculation Notice, County shall provide Lessee with the reason or reasons for such disagreement in writing. If the parties are unable to agree as to the amount of the Net Proceeds Share (or any associated Improvement Costs adjustment) within thirty (30) days after the expiration of County's thirty (30) day review period, the dispute shall be resolved by arbitration as set forth in Article 16 of this Lease in the manner prescribed herein for the resolution of disputes concerning Fair Market Rental Value. In the event County approves a Change of Ownership or Financing Event but a dispute exists as to the Net Proceeds Share in respect thereof or the related adjustment, if any, in Improvement Costs, then the transaction may be consummated after County has disapproved Lessee's Calculation Notice; provided, however, that (i) Lessee shall remit to County as otherwise required hereunder the undisputed portion of the Net Proceeds Share and (ii) Lessee shall deposit the disputed portion of the Net Proceeds Share into an interest bearing escrow account at the closing of the transaction, which portion shall be distributed in accordance with the arbitration of the dispute pursuant to Article 16 of this Lease, in the manner prescribed herein for the resolution of disputes concerning Fair Market Rental Value.

4.7.1 Transfer of Less Than Entire Beneficial Interest in Lessee or a Major Sublessee.

(a) Where a Change of Ownership (other than an Excluded Transfer) has occurred by reason of the transfer of less than all of the beneficial interests in Lessee or a Lessee Entity, then the Net Proceeds Share with respect to such Change of Ownership shall be calculated with respect to (but only with respect to) those portions of the beneficial interest in Lessee or such Lessee Entity, as applicable, that have been acquired by the transferee since the later of (i) the Effective Date, or (ii) the date of the most recent event creating the obligation to pay a Net Proceeds Share (including without limitation an approval by County of a transfer at a price which falls below the threshold for paying a Net Proceeds Share) with respect to (x) a transfer of a leasehold interest by the Lessee Entity in which such beneficial interest is owned, or (y) a Change of Ownership that included a transfer of the beneficial interest that is the subject of the current transfer.

(b) Where a Change of Ownership (other than an Excluded Transfer) has occurred by reason of the transfer of less than all of the beneficial interests in a Major Sublessee, then the Net Proceeds Share with respect to such Change of Ownership shall be calculated with respect to (but only with respect to) those portions of the beneficial interest in the Major Sublessee that have been acquired by the transferee since the later of

(i) the Effective Date, or (ii) the date of the most recent event creating the obligation to pay a Net Proceeds Share (including without limitation an approval by County of a transfer at a price which falls below the threshold for paying a Net Proceeds Share) with respect to (x) a transfer of the sub-leasehold interest under such Major Sublease, or (y) a Change of Ownership that included a transfer of the beneficial interest that is the subject of the current transfer.

4.7.2 Purchase Money Notes. If the transferor of an interest accepts a note made by the transferee of such interest in payment of all or a portion of the acquisition cost (a “**Purchase Money Note**”), then for purposes of calculating the Net Proceeds Share from such transaction, such note shall be valued at its face amount; provided that if the interest rate on such Purchase Money Note is in excess of a market rate, then the value of such note shall be increased to reflect such above-market rate discounted to present value. Any disputes between County and Lessee as to whether the interest rate on a Purchase Money Note is in excess of a market rate or with respect to the valuation of a Purchase Money Note with an above-market rate of interest, shall be submitted to binding arbitration pursuant to Article 16 below.

4.7.3 Obligation to Pay Net Proceeds Share and Administrative Charge. With respect to a Change of Ownership giving rise to the Administrative Charge and Net Proceeds Share, the obligation to pay the Administrative Charge and Net Proceeds Share shall be the obligation of Lessee, and in the case in which the identity of the Lessee or a Lessee Entity changes with the transfer, shall be the joint and several obligation of both the Lessee Entities prior to the transfer and the Lessee Entities after the transfer. In the event that the Administrative Charge or Net Proceeds Share is not paid when due with respect to the beneficial interest in this Lease, then County shall have the remedies set forth in Section 13.3 hereof.

4.8 Net Proceeds Share. In the event of a Change of Ownership (excluding Excluded Transfers), the “**Net Proceeds Share**” shall be the amount by which the greater of the following exceeds the Administrative Charge payable by Lessee to County in connection with such Change of Ownership: (a) the lesser of (i) the Net Transfer Proceeds from such Change of Ownership, or (ii) five percent (5%) of the Gross Transfer Proceeds from such Change of Ownership; or (b) twenty percent (20%) of the Net Transfer Proceeds from such Change of Ownership. Notwithstanding the foregoing, with respect to the first Change of Ownership that is not an Excluded Transfer and that occurs prior to the tenth (10<sup>th</sup>) anniversary of the earlier of the Completion Date or the Required Completion Date (but, for avoidance of doubt, not with respect to the second or any subsequent Change of Ownership during such ten (10) year period, and not with respect to any Change of Ownership after the tenth (10<sup>th</sup>) anniversary of the earlier of the Completion Date or the Required Completion Date), the reference to “five percent (5%)” in clause (a)(ii) of the immediately preceding sentence shall instead be “two and one-half percent (2.5%)” and the reference to “twenty percent (20%)” in clause (b) of the immediately preceding sentence shall instead be “ten percent (10%).”

With respect to a Financing Event, the “Net Proceeds Share” shall be the amount (if any) by which (I) twenty percent (20%) of the Net Refinancing Proceeds from such Financing Event

exceeds (II) the Administrative Charge paid by Lessee to County in connection with the transaction.

“**Gross Transfer Proceeds**” shall mean (subject to Subsection 4.6.4.2) an amount equal to the gross sale or transfer proceeds and other consideration given for the interests transferred (but in the case of a transfer to a party affiliated with or otherwise related to the transferor which constitutes a Change of Ownership that is not an Excluded Transfer, such consideration shall in no event be deemed to be less than the fair value of the interests transferred).

Notwithstanding any contrary provision of this Section 4.8, in the calculation of Net Transfer Proceeds and Net Refinancing Proceeds derived from a Change of Ownership or Financing Event, as applicable, pursuant to the remaining provisions of Section 4.8 below, there shall be no duplication of any amounts to be subtracted from Gross Transfer Proceeds or the gross principal amount of any Financing Event (as applicable), even if a particular amount qualifies for subtraction under more than one category.

4.8.1 Transaction by Original Lessee. In the case of a transfer by an original Lessee Entity executing this Lease and any successor or assignee of such Lessee Entity that acquired its interest through an Excluded Transfer (but not a transfer by a successor or assignee of such Lessee Entity that did not acquire its interest through an Excluded Transfer) constituting a Change of Ownership for which a Net Proceeds Share is payable, “**Net Transfer Proceeds**” shall mean the Gross Transfer Proceeds from such transfer, less the following amounts:

4.8.1.1 The sum of (a) Thirty-Four Million Dollars (\$34,000,000.00) (the “**Base Value**”), plus (b) (1) the final actual out-of-pocket costs and fees reasonably paid by Lessee after the Effective Date for the design, permitting (including obtaining the entitlements) and construction of the Renovation Work or other physical capital Improvements or Alterations to the Premises after the Effective Date constructed by Lessee in compliance with Article 5 of this Lease, plus (2) the actual out-of-pocket costs and fees reasonably paid by Lessee prior to the Effective Date for the design and permitting (including obtaining the entitlements) of the Renovation Work (but not in connection with any other previously contemplated or proposed Alteration or other Improvement plan for the Premises) and the construction costs of the model residential units for the Renovation Work (the amounts described in this clause (b) are referred to as “**Improvement Costs**”). The following shall apply in further defining Improvement Costs: (i) all actual out-of-pocket hard and soft construction costs shall be included in Improvement Costs, provided that no fees, costs or other amounts paid to affiliates of Lessee shall be included (except that Lessee shall be entitled to include, to the extent actually incurred, construction management and/or development fees paid to an affiliate as long as the total amount of all construction management, development and similar fees paid to unaffiliated and affiliated parties does not exceed an aggregate of four percent (4%) of the hard construction costs); (ii) Improvement Costs shall include the actual interest accrued during the construction period for the Renovation Work or other applicable Alterations described above in this Subsection 4.8.1.1 on any construction loan obtained from an unaffiliated third party lender for such work; and (iii) Improvement

Costs shall include the actual out-of-pocket fees and other costs paid by Lessee to third parties in connection with the origination and closing of any construction loan obtained from an unaffiliated third party lender for the Renovation Work or other applicable Alterations described above in this Subsection 4.8.1.1.

With respect to Improvement Costs pertaining to the Renovation Work or the Subsequent Renovation, Lessee shall submit the Improvement Costs to Director on a progress basis at the end of each ninety (90) day period during construction of each such project, along with a final accounting of total Improvement Costs for the applicable project within ninety (90) days after the completion of the work. With respect to Improvement Costs for Alterations which are not part of the Renovation Work or the Subsequent Renovation, Lessee shall submit such Improvement Costs to Director on an annual basis within ninety (90) days following the end of each Lease Year. Lessee shall accompany the final accounting of the Improvement Costs for each project with a written certification from Lessee that such costs are accurate, and a written acknowledgment by Lessee's construction lender (to the extent that such construction lender exists and the construction lender has funded such costs) that such costs were funded by such lender. If by the date required for Lessee's submission of the Improvement Costs for a particular project the final amount of the Improvement Costs for such project is not established because of a dispute or disputes between Lessee and its contractor(s), then Lessee shall note such dispute(s) in its submission of the Improvement Costs for such project (including a description of the costs and the amounts under dispute). Lessee shall thereafter notify Director in writing within thirty (30) days after the resolution of any such dispute as to any final adjustment required to the amount of the Improvement Costs for such project to reflect the resolution of such dispute.

4.8.1.2 Commissions, title and escrow costs, legal fees and expenses, and other bona fide closing costs actually paid by the transferor to third parties and documented to the reasonable satisfaction of Director, which costs were directly attributable to the negotiation, documentation and consummation of the particular transaction giving rise to the obligation to pay County a Net Proceeds Share, and the Actual Costs reimbursed by Lessee to County with respect to the review and approval of such transaction (collectively, "**Documented Transaction Costs**").

4.8.1.3 That portion of the principal amount of any Financing Event after the Effective Date that constituted Net Refinancing Proceeds on which Lessee paid County a Net Proceeds Share.

4.8.2 Transfer by Lessee's Successor. In the case of a transfer by a Lessee Entity other than an original Lessee Entity executing this Lease (or other than any successor or assignee of such original Lessee Entity that acquired its interest through an Excluded Transfer), constituting a Change of Ownership for which a Net Proceeds Share is payable, "**Net Transfer Proceeds**" shall mean the Gross Transfer Proceeds received by that successor from such transfer, minus the following amounts with respect to such successor Lessee Entity:

4.8.2.1 The greatest of (a) the sum of the Base Value, plus Improvement Costs incurred subsequent to the Effective Date but prior to the acquisition of the interest by such successor, (b) the purchase price such successor paid for the interest acquired or (c) the original principal amount of any Financing Event or Financing Events (on a non-duplicative basis) after such successor's acquisition of the leasehold, and with respect to which County was paid a Net Proceeds Share, plus the principal amount of any financing existing as of the date on which such successor acquired its interest or that was subsequently obtained, if such financing has not been refinanced, but without duplication;

4.8.2.2 Improvement Costs actually paid by such successor after such successor's acquisition of its interest in the Premises (but not duplicative of the principal amount of any Financing Event described in clause 4.8.2.1(c) above, the proceeds of which were used to fund such Improvement Costs); provided that such costs have been submitted to County, with an appropriate Lessee certification and construction lender acknowledgment (if applicable), as provided in Subsection 4.8.1.1; and

4.8.2.3 Documented Transaction Costs with respect to the transfer of the interest by the successor.

4.8.3 Transfers of Major Sublessee's Interest. With respect to any Change of Ownership described in Subsection 4.6.1(b), Subsections 4.8.1 and 4.8.2 shall apply (as applicable), except that any rents or other amounts that are received by Lessee from the Major Sublessee and with respect to which a percentage is passed through to County under any provision of this Lease (other than payment of Net Proceeds Share), shall be disregarded in the computation of Net Transfer Proceeds.

4.8.4 Other Transfers. With respect to any Change of Ownership that is not an Excluded Transfer and is not described in Subsections 4.8.1 through 4.8.3 (e.g., a transfer of a beneficial interest in a Lessee Entity or a Major Sublessee), Subsections 4.8.1, 4.8.2 and 4.8.3 shall apply to such Change of Ownership (as applicable), as adjusted pursuant to the immediately following sentence. For purposes of the application of Sections 4.8.1 and 4.8.2 to a Change of Ownership under this Section 4.8.4, in lieu of deducting the Base Value and Improvement Costs in determining Net Transfer Proceeds, the cost to the transferor of the interest being transferred or which was transferred in the past but constitutes a portion of an Aggregate Transfer (which cost shall in no event be deemed to be less than a pro rata share (calculated by multiplying the Base Value and Improvement Costs by the percentage of the entire beneficial interest in Lessee that is then being transferred) of the Base Value and Improvement Costs (or with respect to a transfer of a beneficial interest in a Lessee Entity that is not an original Lessee Entity, such cost shall in no event be deemed to be less than the pro rata share (calculated by multiplying the sum of Subsections 4.8.2.1 and 4.8.2.2 by the percentage of the entire beneficial interest in Lessee that is then being transferred) of the sum of Subsections 4.8.2.1 and 4.8.2.2 as of the respective date of the transfer of each interest in the aggregation pool)) shall be deducted. Furthermore, in the event that any such Change of Ownership produces a Net Proceeds Share, the then existing Improvement Costs shall be

increased by an appropriate amount to reflect the basis on which the Net Proceeds Share was calculated, and the basis of the interest that was transferred and for which a Net Proceeds Share was paid shall also be increased for subsequent transfers of the same interest, as if realized by a Lessee Entity or a Major Sublessee upon a transfer of a comparable interest in this Lease or in a Major Sublease, as applicable.

4.8.5 Net Refinancing Proceeds. “**Net Refinancing Proceeds**” shall mean the gross principal amount of any Financing Event after the Effective Date, plus in the case of secondary financing the original principal balance of any existing financing that is not repaid as a part of such secondary financing, minus (a) the greatest of (i) the Base Value plus Improvement Costs incurred prior to the date of the current Financing Event as to which Net Refinancing Proceeds is then being calculated, (ii) the original principal amount of any refinancing consummated after the Effective Date but prior to the then subject Financing Event (plus if the financing described in this clause (ii) was secondary financing, the original principal balance of any then existing financing that was not repaid as a part of such secondary financing), or (iii) in the case of a successor Lessee the purchase price such successor paid to Lessee or such successor’s seller for the interest acquired, (b) any portion of the proceeds of the Financing Event which shall be used for Improvement Costs to be incurred after the date of the Financing Event, (c) other Improvement Costs incurred by Lessee and not paid for or repaid with the proceeds of any Financing Event (but without duplication to the extent included in the amount determined under clause (a) above), and (d) Documented Transaction Costs with respect to such Financing Event.

4.8.6 Transfers to which Sections 4.6 through 4.8 Apply. The provisions of Sections 4.6 through 4.8 hereof shall apply to all transfers of beneficial interests in this Lease or a Major Sublease which constitute a Change of Ownership, unless such transfers are otherwise excluded pursuant to this Lease. Furthermore, the provisions of Sections 4.6 through 4.8 of this Lease, and the principles set forth therein, shall apply to any transfer or series of transfers primarily structured for the purpose of avoiding the obligation to pay Net Proceeds Share set forth in Sections 4.6 through 4.8 of this Lease and which, viewed together, would otherwise constitute a Change of Ownership that is not an Excluded Transfer.

4.8.7 Payment. Net Proceeds Share shall be due and payable concurrently with the transfer giving rise to the obligation to pay such share and shall be the joint and several obligation of the Lessee Entities both before and after the date of the transfer. Net Proceeds Share not paid when due shall be subject to a late fee of six percent (6%) of the amount due, together with interest on such Net Proceeds Share at the Applicable Rate from the date due until paid; provided, however, that in the case of a dispute as to the correct amount of the Net Proceeds Share there shall be no late fee payable as long as Lessee timely pays to County the undisputed portion of the Net Proceeds Share and deposits the disputed portion thereof in an interest bearing escrow account at the closing of the transaction pursuant to an escrow agreement reasonably acceptable to Lessee and County (or delivers to County a letter of credit or other security reasonably acceptable to County in the amount of such disputed portion) to secure payment thereof. In the event that the proceeds of the transaction giving rise to the obligation to pay Net Proceeds

Share are comprised, in whole or in part, of assets other than cash, then the cash payment of the Net Proceeds Share shall reflect the fair market value of such non-cash assets as of the date of the Change of Ownership, which shall be set forth in the Calculation Notice. Notwithstanding the foregoing, in the case of the consummation by Lessee of a Major Sublease as described in Subsection 4.6.1(b) that is not an Excluded Transfer, the Net Proceeds Share shall be payable to County as and when the Net Transfer Proceeds are actually received by Lessee, with the Net Proceeds Share being equitably apportioned to the payments derived by Lessee from said Major Sublease (with any payments passed through to County under this Lease being excluded from any Net Proceeds Share calculation).

4.8.8 Shareholder, Partner, Member, Trustee and Beneficiary List. As part of the submission for approval of a Change of Ownership or Financing Event, and upon the request of County (which requests shall be no more frequent than once per year), Lessee shall provide County with an updated schedule listing the names and mailing addresses of all shareholders, partners, members and other holders of beneficial interests in a Lessee Entity or a Major Sublessee, or a constituent ownership entity thereof (regardless of the number of layers of such entities), if (a) such interest equals or exceeds a five percent (5%) beneficial interest in a Lessee Entity and also equals or exceeds a two percent (2%) beneficial interest in the total beneficial interests in all Lessee Entities, or (b) such interest equals or exceeds a five percent (5%) beneficial interest in a Major Sublessee and, if there are multiple Major Sublessees, also equals or exceeds a two percent (2%) beneficial interest in the total beneficial interests in all Major Sublessees. In the event that such shareholder, partner, member or other interest holder is a trust, Lessee shall include in such schedule the name and mailing address of each trustee of said trust, together with the names and mailing addresses of each beneficiary of said trust with a beneficial interest that (i) is equal to or exceeds a five percent (5%) beneficial interest in a Lessee Entity and that also exceeds a two percent (2%) beneficial interest in the total beneficial interest in all Lessee Entities, or (ii) is equal to or exceeds a five percent (5%) beneficial interest in a Major Sublessee and, if there are multiple Major Sublessees, also equals or exceeds a two percent (2%) beneficial interest in the total beneficial interests in all Major Sublessees; provided, however, that to the extent that Lessee is prevented by Applicable Laws from obtaining such information regarding the beneficiaries of said trust(s), Lessee shall have complied with this sentence if Lessee uses its best efforts to obtain such information voluntarily and provides County with the opportunity to review any such information so obtained. Lessee agrees to use its best efforts to provide County with any additional information reasonably requested by County in order to determine the identities of any holder of a five percent (5%) or greater beneficial interest in a Lessee Entity or a Major Sublessee (that also constitutes a two percent (2%) or greater beneficial interest in the total beneficial interests in all Lessee Entities or Major Sublessees, as applicable).

## 5. RENOVATION WORK; ALTERATIONS.

5.1 Renovation Work. Promptly following the Effective Date, Lessee shall renovate the existing Improvements, including the renovation of the interior of all of the existing 224 residential units, building facades, interior and exterior common areas, landscaping, hardscape, the

immediately adjacent round-about and center median within the public right-of-way that provides access to the Premises, the Promenade and the parking areas, with all required parking for the Premises and Improvements to be provided on the Premises. The foregoing renovation work shall include the replacement of all building systems, including all heating, ventilation and air conditioning, electrical (at least from the panel to switches and plugs, as well as from the panel to the meter to the building panel to the extent required by any applicable governmental authority due to electrical capacity requirements), plumbing (except if Lessee demonstrates to the satisfaction of the Department through a third party review acceptable to the Department that the useful life of the existing plumbing system extends beyond the remaining Term of the Lease), elevator and other building systems and equipment. The landscaping and construction process for the foregoing work shall take into consideration the preservation of wildlife habitat on the Premises. The work described above in this Section 5.1 shall be performed in accordance with the renovation plan attached to this Lease as Exhibit B (the “**Renovation Plan**”) and is referred to in this Lease as the “**Renovation Work.**” The Renovation Work shall be performed in accordance with the Final Plans and Specifications for the Renovation Work (as established under the Option Agreement to the extent that the Final Plans and Specifications for the Renovation Work are approved by Director prior to the Effective Date, or as established under Subsection 5.3.3 below to the extent that the Final Plans and Specifications for the Renovation Work are not approved by Director until after the Effective Date).

Lessee shall be responsible for the acquisition and compliance with all required governmental (including, without limitation, County, Coastal Commission (if applicable) and Design Control Board) planning and entitlement approvals required to perform the Renovation Work.

Lessee shall be solely responsible for all costs and expenses incurred in connection with the performance of the Renovation Work (including all design, entitlement and construction activities). Lessee shall expend not less than the Required Cost Amount (as defined below) for the out-of-pocket hard construction costs (excluding all soft costs, financing charges, the Option Fee or the value of the existing leasehold or existing Improvements) to perform the Renovation Work. For purposes of this Section 5.1, hard construction costs shall include: (a) the cost of the general contractor; and (b) actual hard costs of utilization of in-house construction labor for actual services rendered and at market rates for comparable services provided by third party laborers (but not greater than the hourly rate actual paid by Lessee to such in-house laborers). The calculation of the amount of hard construction costs shall be subject to confirmation and reasonable approval by Director of such costs.

The “**Required Cost Amount**” means \$24,890,000 (the “**Original Cost Amount**”), as adjusted in accordance with the terms and provisions of this paragraph to account for increases (if any) in the Marshall & Swift Index, Low Rise Apartments, published by the Real Estate Research Council of Southern California (the “**M&S Index**”) after the date of the Option Agreement. Director has previously approved a schedule for the phased construction of the Renovation Work pursuant to Section 7.4 of the Option Agreement (the “**Approved Phasing Schedule**”). In order to account for such phased construction of the Renovation Work, the Original Cost Amount has been allocated among the various phases of the Renovation Work set forth in the Approved Phasing Schedule (each, a “**Phase**”) in the amounts agreed upon by Lessee and Director pursuant to Section 7.4 of the Option Agreement (the “**Phase Cost Amounts**”). The Phase Cost Amount

for each Phase of the Renovation Work shall be increased (but not decreased) by the same percentage increase (if any) in the M&S Index for the period (the “**Construction Cost Adjustment Period**”) from [PRIOR TO LEASE EXECUTION, INSERT THE MONTH THAT IS THE THIRD MONTH PRECEDING THE MONTH DURING WHICH THE OPTION AGREEMENT IS APPROVED BY THE BOARD] until the third month preceding the month during which the construction of such Phase of the Renovation Work is commenced; provided, however, that if the work for a Phase is commenced but subsequently there is an interruption in the diligent and continuous prosecution of such work to completion, then the Construction Cost Adjustment Period for such Phase shall continue until the third month preceding the month during which the diligent and continuous prosecution of such work to completion is recommenced. The Phase Cost Amount for each Phase, as increased pursuant to the immediately preceding sentence, shall be referred to herein as the “**Adjusted Phase Cost Amount.**” If the M&S Index is not reported on a monthly basis, then the reporting date closest in time to the particular month referenced in this paragraph shall be utilized to determine each Adjusted Phase Cost Amount. If the M&S Index ceases to be published, then the Adjusted Phase Cost Amounts shall be determined by reference to a comparable construction cost index reasonably selected by Director. The “**Required Cost Amount**” shall mean the sum of all of the Adjusted Phase Cost Amounts.

Lessee shall comply with all time deadlines and schedules described in this Article 5 relating to the completion of the design and construction of the Renovation Work. Lessee’s failure to do so, if not cured within the applicable cure period set forth in Subsection 13.1.3, shall constitute an Event of Default. Except for any extension for Force Majeure delays provided in Section 5.6 below, Lessee shall cause (1) the commencement of construction of each Phase of the Renovation Work to occur on or before the “**Required Phase Commencement Date**” for such Phase set forth on Exhibit C attached to this Lease; (2) each Phase of the Renovation Work to be substantially completed on or before the “**Required Phase Completion Date**” for such Phase set forth on Exhibit C attached to this Lease; and (3) all of the Renovation Work to be substantially completed on or before the third (3<sup>rd</sup>) anniversary of the Effective Date of this Lease (as such date may be extended pursuant to the express provisions of this Lease, the “**Required Completion Date**”). Notwithstanding the foregoing, Lessee shall have the right to extend each Required Phase Commencement Date and Required Phase Completion Date, and the Required Completion Date for up to one six (6)-month period subject to the following: (I) as a condition precedent to any such extension, Lessee shall provide Director with ninety (90) days’ prior written notice of the extension; and (II) no such extension, in the aggregate with any and all other extensions, shall result in a cumulative extension of each Required Phase Commencement Date, Required Phase Completion Date or Required Completion Date by more than an aggregate of six (6) months beyond the respective dates set forth in the immediately preceding sentence. In no event shall any extensions pursuant to this paragraph result in, or otherwise entitle Lessee to, any extension or deferral of, or delay in, the GMR Commencement Date.

Lessee acknowledges that the principal inducement to County to enter into this Lease, including the extension of the Term as provided herein, is the timely commencement, performance and completion by Lessee of the Renovation Work. If Lessee fails to comply with its obligations to commence the Renovation Work by the required date set forth in this Section 5.1 or to substantially complete the Renovation Work by the Required Completion Date, as such dates may be extended in accordance with this Section 5.1 and/or Section 5.6 (if applicable), then in

addition to any other right or remedy which County may have in connection with such failure, but subject to the terms and provisions of Section 12.10, at County's election by written notice to Lessee, this Lease shall be automatically amended such that the terms and provisions of this Lease revert back to the terms and provisions of the Existing Lease (including, without limitation, the Existing Expiration Date), as modified by the "Non-Exercise Amendment" described in the Option Agreement (the "**Reversion Amendment**") effective as of the date of County's written notice of its election to effectuate such Reversion Amendment.

5.2 Application of Article 5 to Renovation Work. The remaining sections of this Article 5 pertain to the construction of the Renovation Work and to any other Alterations (as defined below) which Lessee may be required or desire to make to the Premises during the Term, including without limitation, the Subsequent Renovation described in Section 5.11 below. For purposes of this Lease, "**Alterations**" shall mean the construction of any alterations or modifications to the Improvements located on the Premises or the construction of any new Improvements. Both the Renovation Work and the Subsequent Renovation shall be considered to be Alterations. Accordingly, except as expressly provided in this Article 5, all of the terms and provisions of Article 5 of this Lease shall be applicable to the Renovation Work and the Subsequent Renovation.

5.3 Plans and Specifications for Alterations. Except as otherwise expressly provided in this Lease to the contrary, Lessee shall make no Alterations without the prior written approval of the Director, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to and as a condition precedent to the construction of any Alterations requiring Director's approval, Lessee shall submit to Director, for Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed, the plans, specifications and other materials described in this Section 5.3 pertaining to such Alterations (except to the extent such submittals and approvals have been previously completed with respect to Renovation Work pursuant to the Option Agreement). All Alterations must be consistent with the Permitted Uses set forth in Article 3 of this Lease.

5.3.1 Schematics and Narrative. Lessee shall submit to Director six (6) sets of schematic plans together with a narrative description and a preliminary construction cost estimate, clearly delineating the nature, size, configuration and layout of the Alterations. Such plans shall, among other things, clearly delineate the architectural theme or motif of the Alterations and shall identify and illustrate the boundaries of the Premises and all rights-of-way or other areas reserved to County or third parties located thereon. After receipt of such plans, Director shall have sixty (60) days within which to approve or disapprove such submission in writing. Failure of Director to approve such submission in writing within said sixty (60) day period shall be deemed disapproval of said submission. Following any deemed disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. Following any disapproval of the schematic plans, Lessee shall have the right to re-submit revised schematic plans to Director for Director's approval pursuant to this Subsection 5.3.1. After approval of schematic plans (or subsequent approval of preliminary plans or Final Plans and Specifications) by Director, if changes in such plans are required by conditions of approval of the Alterations imposed by the California Coastal Commission or other governmental agency with jurisdiction thereover, Lessee shall promptly advise Director

in writing of such changes and Director shall not disapprove those changes that constitute Approved Governmental Changes.

5.3.2 Preliminary Plans and Specifications. As soon as practicable, but in no event later than thirty (30) days after Director's approval of the materials submitted pursuant to Subsection 5.3.1, Lessee shall submit to Director six (6) sets of preliminary plans, outline specifications and construction cost estimates for the Alterations. The preliminary plans, outline specifications and construction cost estimate shall conform to, expand upon and reflect a natural evolution from the descriptions and estimates set forth in the approved schematic plans and narrative. Any difference in the scope, size, configuration, arrangement or motif of the Improvements from those described in the approved schematics and narrative shall be separately identified and described. Director shall have twenty-one (21) days from receipt within which to approve or reasonably disapprove such submission, and Director may disapprove said preliminary plans only on the grounds that (i) they do not reflect a natural evolution from the approved schematic plans or that they materially differ from the approved schematic plans and narrative (exclusive of any Approved Governmental Changes), or (ii) that any new, different or additional specifications for the Improvements not expressly set forth in, and approved by Director as a part of, the schematic plans do not meet the requirements for the Improvements set forth in this Article 5. Failure of Director to disapprove said preliminary plans within twenty one (21) days after Director's receipt thereof shall be deemed Director's approval thereof; provided, however, that in the event that the preliminary plans, outline specifications and construction cost estimates contain substantial changes from the approved schematics and narrative, then Director shall have sixty (60) days in which to approve said submission, which approval shall be deemed withheld if not granted in writing within such sixty (60) day period; and provided further, that together with the submission of the preliminary plans, outline specifications and construction cost estimates, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in bold faced type:

**“PURSUANT TO SUBSECTION 5.3.2 OF THE AMENDED AND RESTATED LEASE AGREEMENT, IF THESE MATERIALS CONTAIN NO SUBSTANTIAL CHANGES FROM THE MATERIALS PREVIOUSLY SUBMITTED TO YOU, YOU HAVE TWENTY ONE (21) DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE THESE MATERIALS IN WRITING WITHIN TWENTY-ONE (21) DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL CONSTITUTE YOUR APPROVAL OF THEM.”**

Following any disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. Following any disapproval of Lessee's submission under this Subsection 5.3.2, Lessee shall have the right to re-submit revised preliminary plans, outline specifications and construction cost estimates to Director for Director's approval pursuant to this Subsection 5.3.2.

5.3.3 Final Plans and Specifications. As soon as practicable, but in no event later than sixty (60) days after the later of (a) approval of the preliminary plans, outline specifications and construction cost estimate by Director, or (b) final approval by the California Coastal Commission (if required), Lessee shall submit for approval by Director six (6) complete sets of final plans, detailed specifications and a construction cost estimate for the Alterations, together with one (1) set of appropriate structural computations, identical to those requested or required by the County Director of Public Works incident to the issuance of building permits under the relevant provisions of the Los Angeles County Building Code. Lessee shall file duplicate copies of the final plans, detailed specifications and construction cost statement required by this Section with the County Director of Public Works, together with the necessary and appropriate applications for building permits. Any difference in the scope, size, configuration, arrangement or motif of the Alterations from those described in the approved preliminary plans and specifications shall be separately identified and described. Director shall have twenty one (21) days after receipt within which to approve or disapprove such submission, and Director may disapprove such submission only on the grounds that (i) they do not reflect a natural evolution from or that they materially differ from the approved preliminary plans, outline specifications and construction cost estimates (exclusive of any Approved Governmental Changes), or (ii) that any new, different or additional specifications for the Improvements not expressly set forth in, and approved by Director as a part of, the preliminary plans do not meet the requirements for the Improvements set forth in this Article 5. Failure of Director to disapprove said final plans and related materials within twenty one (21) days after Director's receipt shall be deemed Director's approval thereof; provided, however, that in the event that the final plans, detailed specifications and construction cost estimate contain substantial changes from the approved preliminary plans and specifications, then Director shall have sixty (60) days in which to approve said submission, which approval shall be deemed withheld if not granted in writing within such sixty (60) day period; and provided further, that together with the submission of the final plans, detailed specifications and construction cost estimate, Lessee must deliver to Director a transmittal letter containing the following text prominently displayed in bold faced type:

**“PURSUANT TO SUBSECTION 5.3.3 OF THE AMENDED AND RESTATED LEASE AGREEMENT, IF THESE MATERIALS CONTAIN NO SUBSTANTIAL CHANGES FROM THE MATERIALS PREVIOUSLY SUBMITTED TO YOU, YOU HAVE TWENTY-ONE (21) DAYS AFTER RECEIPT OF THESE MATERIALS IN WHICH TO APPROVE OR DISAPPROVE THEM. FAILURE TO DISAPPROVE THESE MATERIALS IN WRITING WITHIN TWENTY ONE (21) DAYS OF YOUR RECEIPT OF THESE MATERIALS SHALL CONSTITUTE YOUR APPROVAL OF THEM.”**

Following any disapproval of such submission by Director, Director shall, within thirty (30) days after receipt of a written request from Lessee, disclose to Lessee in writing Director's objections to the submission. Director's approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall be deemed reasonable to disapprove any submission not in substantial conformity

with the approved preliminary plans and specifications (exclusive of any Approved Governmental Changes), or which contains new, different or additional specifications for the Improvements which were not expressly set forth in, and approved by Director as a part of, the preliminary plans and which do not meet the requirements for the Improvements set forth in this Article 5. Following any disapproval of Lessee's submission under this Subsection 5.3.3, Lessee shall have the right to re-submit revised final plans, detailed specifications and construction cost estimate to Director for Director's approval pursuant to this Subsection 5.3.3. No material modification shall be made to the Alterations described in the approved final plans, specifications and costs (the "**Final Plans and Specifications**") without the prior written approval of Director, which shall not be unreasonably withheld, conditioned or delayed.

5.4 Conditions Precedent to the Commencement of Construction. No Renovation Work, the Subsequent Renovation or other Alterations shall be commenced until each and all of the following conditions have been satisfied:

5.4.1 Permits and Other Approvals. Lessee shall have received and furnished the Department with copies of all permits, licenses and other governmental approvals necessary for commencement of the Renovation Work or other Alterations.

5.4.2 Copies of Construction Contracts. Lessee shall have furnished County with copies of any contract(s) entered into between Lessee and any general contractor(s) engaged for the purpose of constructing the Renovation Work or other Alterations.

5.4.3 Performance and Payment Bonds. Lessee shall, at its own cost and expense, have furnished County with the following separate corporate surety bonds (or with the substitute security set forth below) not less than ten (10) days prior to the commencement of construction, which bonds (or other security) must be in form and content reasonably satisfactory to County:

5.4.3.1 A corporate surety performance bond ("**Performance Bond**") issued by a surety company licensed to transact business as such in the State of California, in an amount not less than one hundred percent (100%) of the amount of all hard construction costs approved by County in conjunction with the approved Alteration. The Performance Bond and its issuer shall be in all material respects reasonably satisfactory to County. It shall name Lessee as principal and said issuer as surety, and County as obligee (and which may include an Encumbrance Holder as an additional obligee), assuring full and satisfactory performance by Lessee of Lessee's obligations herein to build, construct and otherwise complete the Improvements described in the Final Plans and Specifications.

5.4.3.2 A corporate surety payment bond, issued by a surety company licensed to transact business as such in the State of California, with Lessee as principal, said company as surety and County as obligee (and which may include an Encumbrance Holder as an additional obligee), in a sum equal to one hundred percent (100%) of the total construction cost anticipated to be incurred in connection with the

approved work, guaranteeing payment for all materials, provisions, supplies and equipment used in, upon, for or about the performance of said construction work or for labor done thereon of any kind whatsoever and protecting County from any and all liability, loss or damages arising out of or in connection with any failure to make such payment (the “**Payment Bond**”). The Payment Bond shall be in form and content reasonably satisfactory to County.

In the event that construction is performed by a licensed general contractor on behalf of Lessee, provided that such contractor provides County with a bond or bonds compliant with this Subsection, and in all material respects reasonably satisfactory to County and otherwise complying with this Subsection, County will accept such contractor’s bonds in lieu of the Performance Bond and/or Payment Bond by Lessee required by this Subsection 5.4.3.

5.4.4 Alternative Security. In lieu of providing the Payment and Performance Bonds, Lessee may provide any of the following alternative security: (i) a completion guaranty, in form and substance reasonably acceptable to Director, made by an individual or entity with a net worth and liquidity that in the good faith judgment of Director is sufficient to comply with the terms of such guaranty in view of the potential financial responsibility involved, (ii) a certificate of deposit, cash or United States governmental security, (iii) a letter of credit, or (iv) other form of security approved by Director. The security described in clauses (ii) through (iv) shall be in an amount equal to one hundred percent (100%) of the construction contract price, and shall permit County to draw thereon to complete the construction of the Improvements if the same have not been completed by Lessee as required pursuant to the terms of this Lease, or if an Event of Default has occurred under this Lease. In addition, Director also shall have the authority to accept in lieu of the Payment and Performance Bonds, so-called “Subguard” insurance in such amount, on such terms and issued by such carrier as approved by Director in Director’s good faith discretion, in combination with such other security, such as a completion guaranty, as acceptable to Director in Director’s good faith discretion. Any alternative security provided by Lessee pursuant to this subsection may name County and Lessee’s construction lender as co-beneficiaries. A condition precedent to Lessee’s right to provide the alternate security described in this Subsection 5.4.4 shall be delivery by Lessee to County of an opinion of counsel from a law firm and in a form acceptable to County to the effect that the construction work does not constitute a public work of improvement requiring the delivery of the bonds described in Subsection 5.4.3 above. Director shall have the authority, in his discretion, to modify, waive or reduce the amount of any bonds or alternate security required hereunder.

5.4.5 Evidence of Financing. Lessee shall have provided evidence reasonably satisfactory to County of its having sufficient financial resources, as reasonably determined by Director, to complete the Renovation Work or other Alterations, as applicable. Lessee shall furnish Director with copies of all final notes, guarantees, partnership, shareholder or limited liability company agreements, construction loan and/or permanent loan commitments, as applicable, evidence of equity, documents creating and/or perfecting security interests, and all documents and exhibits referred to in any of the foregoing, together with any and all recorded documents affecting an interest

in the Premises. Lessee shall have the right to redact from internal limited liability company or partnership documentation information that is confidential, except to the extent that such information is required to be disclosed pursuant to any other term or provision of this Lease; provided, however, that if any redacted information is relevant to the grant of Director's approval of any matter under this Lease, then Lessee acknowledges that Director shall have the right to disapprove the matter based on the non-disclosure by Lessee of the redacted material; and provided, further, that in no event shall Lessee have the right to redact any material that is relevant to the calculation of any amounts required to be paid by Lessee under this Lease or that is relevant to the determination as to whether Lessee has complied with the terms and provisions of this Lease.

5.4.6 Work Schedule. With respect to the Renovation Work, Lessee shall have provided County with a construction schedule which will result in the completion of the various Phases of the Renovation Work in accordance with the Required Phase Completion Dates set forth on Exhibit C attached to this Lease, and the completion of the entire Renovation Work on or before the Required Completion Date.

5.5 County Cooperation. In its proprietary capacity, the Department shall cooperate with and assist Lessee, to the extent reasonably requested by Lessee, in Lessee's efforts to obtain the appropriate governmental approvals, consents, permits or variances which may be required in connection with the performance by Lessee of the Renovation Work described in Section 5.1 above and the Subsequent Renovation described in Section 5.11 below, as applicable. Such cooperative efforts may include the Department's joinder in any application for such approval, consent, permit or variance, where joinder therein by the Department is required or helpful; provided, however, that Lessee shall reimburse County for the Actual Cost incurred by the Department in connection with such joinder or cooperative efforts. Notwithstanding the foregoing, Lessee and County acknowledge that the approvals given by County under this Lease are approvals pursuant to its authority under Sections 25536 and 25907 of the California Government Code; that approvals given under this Lease in no way release Lessee from obtaining, at Lessee's expense, all permits, licenses and other approvals required by law for the construction of Improvements on the Premises and operation and other use of such Improvements on the Premises; and that the Department's duty to cooperate and County's approvals under this Lease do not in any way modify or limit the exercise of County's governmental functions or decisions as distinct from its proprietary functions pursuant to this Lease.

5.6 Delays in Commencement and Completion of Renovation Work. Upon commencement of construction of the Renovation Work, Lessee shall thereafter diligently pursue the completion of each Phase of the Renovation Work by the Required Phase Completion Date for such Phase and the completion of all of the Renovation Work by the Required Completion Date. If Lessee is delayed in the commencement of construction or completion of a Phase of the Renovation Work due to Force Majeure, then the Required Phase Commencement Date and/or the Required Phase Completion Date (if and to the extent that the event actually causes a delay in the commencement or completion of construction of the applicable Phase of the Renovation Work) shall be extended by the period of the delay caused by such Force Majeure. If and to the extent that a delay pertaining to one or more of the Phases of the Renovation Work delays the commencement or completion of another Phase of the Renovation Work, then the Required Phase

Commencement Date and/or Required Phase Completion Date, as applicable, for the later Phase shall be extended by the actual delay caused by such Force Majeure event pertaining to the preceding Phase or Phases, it being understood that the Phases are intended to be completed sequentially. If and to the extent that a delay pertaining to one or more of the Phases of the Renovation Work delays the completion of all of the Renovation Work, then the Required Completion Date shall be extended by the actual delay in the completion of the Renovation Work caused by such Force Majeure event. Notwithstanding any contrary provision of this Lease, (a) any extension of a Required Phase Commencement Date or a Required Phase Completion Date, or the Required Completion Date, shall be limited to the actual period of the Force Majeure delay and no such Force Majeure delay shall be considered to have commenced unless Lessee notifies Director in writing of the commencement of the delay within ten (10) business days after Lessee's discovery of the delay; (b) in no event shall any Required Phase Commencement Date or Required Phase Completion Date, or the Required Completion Date, be extended for an aggregate of more than two (2) years due to Force Majeure delays (including any and all delays caused by delays in earlier Phases); and (c) in no event shall the Required Completion Date be extended beyond the fifth (5<sup>th</sup>) anniversary of the Effective Date for any reason, including any extension under this Section 5.6 or any extension under Section 5.1 above. Lessee and Director shall discuss and attempt to agree on the length of time of any entitled delay due to Force Majeure pursuant to this Section 5.6. If Lessee and Director are unable to agree within thirty (30) days after written notice from Lessee of the event or occurrence giving rise to Lessee's claim to an entitlement to a delay under this Section 5.6, the matter shall be arbitrated as set forth in Article 16.

#### 5.7 Manner of Construction.

5.7.1 General Construction Standards. All construction, alteration, modification or repairs permitted herein shall be accomplished by Lessee with due diligence. Lessee shall take all commercially reasonable steps to minimize any damage, disruption or inconvenience caused by such work and make adequate provisions for the safety and convenience of all persons affected thereby. Lessee shall repair, at its own cost and expense, any and all damage caused by such work, and shall restore the area upon which such work is performed to a condition which is at least equal to or better than the condition which existed before such work was commenced. Additionally, Lessee shall pay or cause to be paid all costs and expenses associated therewith and shall indemnify, defend and hold County harmless from and against all damages, costs, expenses, losses or claims arising out of or in connection with the performance of such work, except to the extent that such damages, costs, expenses, losses or claims are caused by County, its employees, contractors or agents. Dust, noise and other effects of such work shall be controlled using best industry practices for comparable developed areas to reasonably minimize material adverse effects associated with the work.

5.7.2 Utility Work. Any work performed by or on behalf of Lessee or any occupant of the Premises to connect to, repair, relocate, maintain or install any storm drain, sanitary sewer, water line, gas line, telephone conduit, or any other utility service shall be performed in a manner that minimizes material interference with the provision of such services to the Premises and other persons.

5.7.3 Construction Safeguards. Lessee shall erect and properly maintain at all times, as required by the conditions and the progress of work performed by or on behalf of Lessee, all necessary safeguards for the protection of workers and the public.

5.7.4 Compliance with Construction Documents and Laws; Issuance of Permits. All Improvements on the Premises shall be completed in substantial compliance with any construction documents approved by County and also in compliance with all Applicable Laws. Lessee shall have the sole responsibility for obtaining all necessary permits and shall make application for such permits directly to the person or governmental agency having jurisdiction thereover.

5.7.5 Notice to Director; Damage to County Improvements. Lessee further agrees to keep Director apprised of the progress of the Alterations to the end that Director may timely inspect the Premises to assure proper safeguarding of any County-owned improvements existing on or around the Premises, including but not limited to seawalls, underground conduits and utility lines. If any such County-owned improvement is damaged as a result of said construction activity, Lessee agrees to promptly repair such damage at no cost or expense to County or, in the event that Lessee fails to effectuate such repair within five (5) business days after written notice from County (or such longer period as may be reasonably required to complete such repair so long as Lessee commences such repair within five (5) business days and thereafter diligently prosecutes same to completion), County may enter upon the Premises to make such repairs, the Actual Cost of which shall be paid by Lessee within two (2) business days after demand by County. In the case of damage to a County-owned improvement that does not involve risk of personal injury, risk of damage to other improvements, risk of curtailment or diminishment of service or access, or any other emergency situation, the references to “five (5) business days” in this Subsection 5.7.5 shall be changed to “thirty (30) days.”

5.7.6 Rights of Access. Representatives of the Department shall, upon reasonable prior written notice and at reasonable times, have the right of reasonable access to the Premises and the Improvements thereon without charges or fees, for the purpose of ascertaining compliance with the terms and conditions of this Lease, including but not limited to the inspection of the construction work being performed. Such access shall be reasonably calculated to minimize interference with Lessee’s construction and/or operations. Lessee shall have the right to have a representative present to accompany the representatives of the Department in connection with such access. In the event of any emergency which is life-threatening or which involves the threat of potential substantial damage, County shall have the right to enter the Premises immediately and without notice to or accompaniment by Lessee.

5.7.7 Notice of Completion; As-Built Drawings. Upon completion of the Renovation Work or any other Alterations, Lessee shall file or cause to be filed in the Official Records of the County of Los Angeles a Notice of Completion (the “**Notice of Completion**”) with respect to the Improvements and Lessee shall deliver to County, at no cost to County, two (2) sets of Conoflex or Mylar final as-built plans and specifications of the Improvements.

5.8 Use of Plans. Contracts between Lessee and any architect, design professional or licensed contractor in connection with Alterations shall provide, in form and content reasonably satisfactory to County, for the assignment thereof to County (subject to the collateral assignment to Lessee's Encumbrance Holder) as security to County for Lessee's performance hereunder, and County shall be furnished with a copy of any such contract, together with the further agreement of the parties thereto, that if this Lease is terminated by County due to Lessee's default, County may, at its election, use any plans and specifications created by such architect, design professional or contractor in connection with the contract for such Alterations, upon the payment of any sums due to any party thereto. County's right to elect to use plans and specifications as described above shall not include the unauthorized right to use any trade marks, trade names or logos of Lessee or any such architect, design professional or contractor, or the right to use such plans for anything other than Alterations on the Premises.

5.9 Where Director Approval Not Required. Notwithstanding the foregoing, and notwithstanding anything to the contrary in this Article 5, Lessee shall not be required to seek or obtain the approvals of Director described in this Article 5 (including those set forth in Section 5.3) for Alterations (other than the Renovation Work) where all of the following conditions are satisfied: (i) the total cost of the project is less than One Hundred Thousand Dollars (\$100,000), adjusted annually to reflect the increase or decrease in the ENR Index from and after the Effective Date (provided, however, that in no event shall such adjustment result in a reduction of the threshold for Director approval to less than One Hundred Thousand Dollars (\$100,000)); (ii) none of the proposed construction activity is structural in nature; and (iii) none of the proposed construction, additions, modifications or changes materially affect the exterior of the Improvements or the appearance of the Improvements from the exterior; provided, however, that whenever Lessee makes or constructs or permits any Alterations in or to the Premises, Lessee shall (a) give written notice thereof (including a description of the work to be done and any permits obtained for such work), and (b) furnish a copy of "as-built" plans upon completion of such work to County (to the extent that it is appropriate for plans to be prepared for the subject work).

5.10 Protection of County. Nothing in this Lease shall be construed as constituting the consent of County, express or implied, to the performance of any labor or the furnishing of any materials or any specific Improvements, alterations or repairs to the Premises of any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Lessee or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in any such manner as would give rise to the filing of mechanics' liens or other claims against County's interest in the Premises.

5.10.1 Posting Notices. County shall have the right at all reasonable times and places to post and, as appropriate, keep posted, on the Premises any notices which County may deem necessary for the protection of County, the Premises and the Improvements thereon from mechanics' liens or other claims. Lessee shall give County at least ten (10) business days prior written notice of the commencement of any Alterations to be done on the Premises, in order to enable County timely to post such notices, except in the event of an emergency, in which case only such notice shall be required as is practicable given the relevant circumstances.

5.10.2 Prompt Payment. Lessee shall make, or cause to be made, prompt payment (subject to reasonable dispute) of all monies due and owing to all persons doing any work or furnishing any materials or supplies to Lessee or any of its contractors or subcontractors in connection with the Premises and the Improvements thereon. Lessee shall have the right to contest any such amount; provided, however, the entire expense of any such contest (including interest and penalties which may accrue) shall be the responsibility of Lessee.

5.10.3 Liens; Indemnity. Subject to Lessee's rights to contest the same prior to payment, Lessee shall keep the Premises and any Improvements thereon free and clear of all mechanics' liens and other liens arising out of or in connection with work done for Lessee and/or any parties claiming through Lessee. Lessee agrees to and shall indemnify, defend and hold County harmless from and against any claim, liability, loss, damages, costs, expenses, attorneys' fees incurred in defending and all other expenses on account of claims of lien(s) of laborers or materialmen or others for work performed or materials or supplies furnished to Lessee or persons claiming under it.

In the event any lien is recorded, Lessee shall, within twenty (20) days after demand, furnish the bond described in California Civil Code Section 3143, or successor statute, which results in the removal of such lien from the Premises, together with any other evidence requested by County to evidence that such claim will be paid, removed or discharged as a claim against the Premises and/or County.

5.11 Subsequent Renovation. In addition to the Renovation Work to be performed by Lessee pursuant to Section 5.1, Lessee shall be required to complete an additional renovation of the Improvements during the remaining Term of the Lease in accordance with the terms and provisions of this Section 5.11 (the "**Subsequent Renovation**"). The construction of the Subsequent Renovation shall be commenced by Lessee by such date that is reasonably expected to facilitate the substantial completion of the Subsequent Renovation by not later than the twenty-third (23<sup>rd</sup>) anniversary of the Effective Date; provided, however, that Lessee shall not commence the construction of the Subsequent Renovation prior to the twentieth (20<sup>th</sup>) anniversary of the Effective Date. Lessee shall substantially complete the Subsequent Renovation by not later than the twenty-third (23<sup>rd</sup>) anniversary of the Effective Date. The Subsequent Renovation shall consist of such renovation and construction work as necessary to re-position the Improvements to then-current market conditions, including without limitation, the renovation of the Improvements to a condition and appearance commensurate with the design and quality of other comparable first-class residential apartment projects then existing in Marina del Rey; provided, however, that Lessee shall, at a minimum be required to expend for Subsequent Renovation costs permitted under the second paragraph of Section 5.12 below, not less than the full amount of the funds accumulated (or required to be accumulated, if such funds are not accumulated) in the Subsequent Renovation Fund pursuant to Section 5.12 below. Prior to the commencement of construction of the Subsequent Renovation, Lessee shall submit to Director a renovation plan for the Subsequent Renovation (the "**Subsequent Renovation Plan**"), which renovation plan shall (a) describe the proposed renovation work in reasonable detail, (b) include a design, governmental approval and construction schedule for the work described therein, (c) include a preliminary budget for all work costs, and (d) address such other matters as Director reasonably requests. The Subsequent Renovation Plan shall be submitted by Lessee to County not later than such date as, taking into

consideration the approval periods described in this Section 5.11 and Section 5.3 above, and the estimated time required to obtain all necessary governmental approvals and permits, will reasonably be expected to permit the completion by Lessee of the Subsequent Renovation by the date required under this Section 5.11. Director shall have sixty (60) days after receipt of the Subsequent Renovation Plan within which to reasonably approve or disapprove the Subsequent Renovation Plan, or to approve the Subsequent Renovation Plan subject to conditions imposed by Director in Director's reasonable judgment. Failure of Director to notify Lessee in writing of Director's approval or disapproval of the Subsequent Renovation Plan shall be deemed Director's disapproval of the Subsequent Renovation Plan. If Director disapproves the Subsequent Renovation Plan, then Director shall accompany such disapproval with (or notify Lessee, within thirty (30) days after any deemed disapproval, of) Director's objections to the submission. Following any disapproval of the proposed Subsequent Renovation Plan, Lessee shall have the right to re-submit a revised Subsequent Renovation Plan to Director for Director's approval pursuant to this Section 5.11. Upon Director's approval of the Subsequent Renovation Plan, Lessee shall proceed to satisfy all conditions in this Article 5 to the commencement of the Subsequent Renovation and to commence and complete the Subsequent Renovation in accordance with the Subsequent Renovation Plan and the terms and conditions of this Article 5. The process for the submission and approval of the actual plans and specifications for the Subsequent Renovations shall proceed in accordance with the protocol for plan submission and approval set forth in Section 5.3 of this Lease, except that the schematic plan submittal requirements set forth in Subsection 5.3.1 shall not be applicable to the extent that the Subsequent Renovation Plan approved by Director satisfies the requirements of such Subsection 5.3.1. Lessee's failure to comply with the schedule approved by Director as part of Subsequent Renovation Plan and/or to meet the construction commencement and completion deadlines pertaining to the Subsequent Renovation set forth in this Section 5.11 (except to the extent due to Force Majeure delay) shall, if not cured within the cure period set forth in Subsection 13.1.3, constitute an Event of Default. Any dispute as to whether Director has failed to exercise reasonable judgment in the approval or disapproval of the Subsequent Renovation Plan shall be submitted to arbitration pursuant to Article 16 of this Lease. If the arbitrator determines that Director failed to exercise reasonable judgment in the approval or disapproval of the Subsequent Renovation Plan and as a result thereof Lessee is delayed in the commencement or completion of the Subsequent Renovation by the required commencement or completion dates set forth in the first paragraph of this Section 5.11, then the required dates for the commencement and completion of such Subsequent Renovation shall be extended by the duration of the delay caused by Director's failure to reasonably approve the Subsequent Renovation Plan, provided that the required dates for the commencement and completion of the Subsequent Renovation shall not be extended beyond the dates reasonably required for the commencement and completion by Lessee of the Subsequent Renovation.

5.12 Subsequent Renovation Fund. Commencing on or before the fifteenth (15<sup>th</sup>) day of January that is the closest to the fifth (5<sup>th</sup>) anniversary of the Required Completion Date (the "**First Deposit Date**"), and continuing thereafter on an annual basis on or before each successive anniversary of the First Deposit Date until the date of the completion of the Subsequent Renovation (each, a "**Deposit Date**"), Lessee shall establish and maintain a reserve fund (the "**Subsequent Renovation Fund**") in accordance with the provisions of this Section 5.12 for the purpose of funding the cost of the Subsequent Renovation; provided, however, that Lessee's obligation to perform the Subsequent Renovation shall not be limited to the funds available in the Subsequent Renovation Fund. The Subsequent Renovation Fund shall be held in an account

established with a reputable financial institution reasonably acceptable to Director (which shall include Lessee's Encumbrance Holder) into which deposits shall be made by Lessee pursuant to this Section 5.12. On or before each Deposit Date, Lessee shall make an annual deposit to the Subsequent Renovation Fund in an amount equal to the Annual Deposit Amount (as defined below). For purposes of this Section 5.12, the "**Annual Deposit Amount**" means the greater of (a) one and one-half percent (1.5%) of total Gross Receipts for the immediately preceding Lease Year, or (b) \$650 for each apartment unit, adjusted on an annual basis for each Deposit Date by the same percentage as the percentage increase in the Consumer Price Index from November, 2009 to the month of November immediately preceding such then-current Deposit Date. All interest and earnings on the Subsequent Renovation Fund shall be added to the Subsequent Renovation Fund, but shall not be treated as a credit against the Subsequent Renovation Fund deposits required to be made by Lessee pursuant to this Section 5.12. In lieu of annual deposits to the Subsequent Renovation Fund, Lessee and Director, may mutually agree upon substitute arrangements satisfactory to Director for the establishment of an adequate security source for the performance of the Subsequent Renovation, such as a bonding mechanism or a letter of credit.

Disbursements shall be made from the Subsequent Renovation Fund only for actual out-of-pocket costs for the design, permitting, entitlements and construction (including furnishings, equipment and fixtures, if and to the extent included in the Subsequent Renovation, as approved by Director) of the approved Subsequent Renovation which have been verified by Director. The Subsequent Renovation Fund may also be used to fund construction period interest actually paid to any unaffiliated third party construction lender for the Subsequent Renovation. If funds remain in the Subsequent Renovation Fund after the Subsequent Renovation has been completed and all costs for the Subsequent Renovation have been paid in full, then any such excess funds may be used by Lessee without restriction, and County agrees to promptly execute and deliver any commercially reasonable documentation effectuating same if requested by Lessee. Prior to the disbursement of any amounts from the Subsequent Renovation Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the Subsequent Renovation Fund. Director shall have no obligation to approve the disbursement of amounts from the Subsequent Renovation Fund unless and until Director has approved Lessee's Subsequent Renovation Plan for such Subsequent Renovation and Lessee has furnished to Director evidence reasonably satisfactory to Director that Lessee has sufficient financial resources (taking into consideration the Subsequent Renovation Fund) to pay for all costs of such Subsequent Renovation.

5.13 Capital Improvement Fund. Commencing with the month following the date of commencement of the Renovation Work (but not later than the Required Phase Commencement Date for the first Phase of the Renovation Work), and continuing each month thereafter during the remaining Term of the Lease, Lessee shall establish and maintain a reserve fund (the "**Capital Improvement Fund**") in accordance with the provisions of this Section 5.13 for the cost of Permitted Capital Expenditures (as defined below) for the Premises. On or before the fifteenth (15) day of each such month Lessee shall make a monthly deposit to the Capital Improvement Fund in the following applicable amount: (a) for the above time period prior to the earlier of the Completion Date or the Required Completion Date, the monthly deposit to the Capital Improvement Fund shall be in the amount of one and one-half percent (1.5%) of Gross Receipts for the immediately preceding month; and (b) for the time period from the earlier of the Completion Date or the Required Completion Date through the end of the Term of the Lease, the

monthly deposit to the Capital Improvement Fund shall be the greater of (i) one and one-half percent (1.5%) of Gross Receipts for the immediately preceding month, or (ii) \$54.17 for each apartment unit, adjusted on an annual basis each January 1 by the same percentage as the percentage increase in the Consumer Price Index from November, 2009 to the month of November immediately preceding such then-current January 1 adjustment date. All interest and earnings on the Capital Improvement Fund shall be added to the Capital Improvement Fund, but shall not be treated as a credit against the monthly Capital Improvement Fund deposits required to be made by Lessee pursuant to this Section 5.13.

Lessee and County agree and acknowledge that the purpose of the Capital Improvement Fund shall be to provide funds for the costs of additions, replacements, renovations or significant upgrades of or to the Improvements on the Premises, including building exteriors and major building systems (such as HVAC, mechanical, electrical, plumbing, vertical transportation, security, communications, structural or roof) that significantly increase the capacity, efficiency, useful life or economy of operation of the Improvements or their major systems, after the completion of the Renovation Work (“**Permitted Capital Expenditures**”). Permitted Capital Improvements also include such items as (i) replacement or major resurfacing (1½” or deeper) of the parking lot (not including a slurry coat or other lesser treatment), and (ii) complete replacement (but not modification or repair) of particular signage or landscape/hardscape. Permitted Capital Expenditures shall not include the cost of periodic, recurring or ordinary expenditures, repairs or replacements that keep the Improvements or their major systems in an ordinarily efficient operating condition, but that do not materially add to their value or appreciably prolong their useful life. In addition, the Capital Improvement Fund shall not be used for such items as remodels and building additions, new project amenities (e.g., barbeques or fitness equipment) or new common area furniture. Permitted Capital Expenditures must constitute capital replacements, improvements or equipment under generally accepted accounting principles consistently applied. Permitted Capital Expenditures shall not include costs for any necessary repairs to remedy any broken or damaged Improvements, all of which costs shall be separately funded by Lessee. All specific purposes and costs for which Lessee desires to utilize amounts from the Capital Improvement Fund shall be subject to Director’s approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any contrary provision of this Lease, the Capital Improvement Fund shall not be used to fund any portion of the cost of the Renovation Work or the Subsequent Renovation.

The Capital Improvement Fund shall be held in an account established with a reputable financial institution (including Lessee’s Encumbrance Holder) reasonably acceptable to Director into which deposits shall be made by Lessee pursuant to this Section 5.13. Lessee shall have the right to partially or fully satisfy the Capital Improvement Fund obligations of this Section 5.13 with capital improvement reserves required by Lessee’s Encumbrance Holder, as long as such capital improvement reserves are in all material respects administered in accordance, and otherwise comply, with the terms, provisions and requirements of this Section 5.13.

No disbursements shall be made from the Capital Improvement Fund until after the tenth (10<sup>th</sup>) anniversary of the Completion Date. In addition, no disbursements shall be made from the Capital Improvement Fund after the tenth (10<sup>th</sup>) anniversary of the Completion Date to cure deficiencies arising from the failure of Lessee to maintain and repair the Improvements in accordance with the requirements of this Lease prior to the tenth (10<sup>th</sup>) anniversary of the

Completion Date. Disbursements shall be made from the Capital Improvement Fund for costs reasonably approved by Director which have been incurred after the tenth (10<sup>th</sup>) anniversary of the Completion Date and that satisfy the requirements of this Section 5.13. Capital Improvement Funds shall be used only after applicable warranty or product insurance proceeds or other amounts payable by third parties are exhausted or determined to be unavailable (or determined to not be available in a timely manner based on the nature of the capital improvement; provided, however, that if any such warranty or product insurance proceeds or other amounts payable by third parties are subsequently collected by Lessee, then such proceeds or other amounts collected by Lessee shall be re-deposited to the Capital Improvement Fund to the extent of the aggregate amount of the previous disbursements from the Capital Improvement Fund for such capital improvement). For the purpose of obtaining Director's prior approval of any Capital Improvement Fund disbursements, Lessee shall submit to Director on an annual calendar year basis a capital expenditure plan for the upcoming year that details the amount and purpose of anticipated Capital Improvement Fund expenditures for which Lessee requests Director's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Director shall have sixty (60) days after receipt of the capital expenditure plan for the upcoming year within which to reasonably approve or disapprove such plan. If Director fails to notify Lessee in writing of Director's approval or disapproval of the capital expenditure plan within the sixty (60) day period noted above, Lessee shall send Director a transmittal letter containing the following text prominently displayed in bold faced type:

**“PURSUANT TO SECTION 5.13 OF THE AMENDED AND RESTATED LEASE AGREEMENT, YOU HAVE TEN (10) DAYS AFTER RECEIPT OF THIS NOTICE IN WHICH TO APPROVE OR DISAPPROVE THE CAPITAL EXPENDITURE PLAN SUBMITTED TO YOU FOR THE UPCOMING YEAR. FAILURE TO DISAPPROVE THE CAPITAL EXPENDITURE PLAN IN WRITING WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE SHALL CONSTITUTE YOUR APPROVAL OF THE CAPITAL EXPENDITURE PLAN.”**

Director's failure to disapprove the capital expenditure plan for the upcoming year in writing within ten (10) days following the Director's receipt of the transmittal letter referred to above in this Section 5.13, shall be deemed Director's approval of such submission; provided, however, that no such deemed approval shall constitute any approval of any expenditure that is not in compliance with the terms and provisions of this Section 5.13; and provided, further, that no such deemed approval shall constitute an approval of any actual Alteration work, it being agreed that the approval of any actual Alteration work shall proceed in accordance with the terms and provisions of Section 5.3 of this Lease. Any anticipated expenditure set forth in such capital expenditure plan which is approved by Director as an acceptable Capital Improvement Fund disbursement shall be considered pre-approved by Director (but only up to the amount of such expenditure set forth in the annual capital expenditure plan) for the duration of the upcoming year. Lessee shall have the right during the course of each year to submit to Director for Director's approval revisions to the then current capital expenditure plan in effect for such year, or individual expenditures not noted on the previously submitted capital expenditure plan. The time periods for Director's approval or disapproval of such revisions or new requested expenditures shall be the same as for the original submission of such then-current capital

expenditure plan, together with the same deemed approval mechanism set forth above. Prior to the disbursement of any amounts from the Capital Improvement Fund, Lessee shall furnish to Director applicable invoices, evidence of payment and other back-up materials reasonably acceptable to Director concerning the use of amounts from the Capital Improvement Fund.

All amounts then existing in the Capital Improvement Fund shall be expended for Permitted Capital Expenditures not later than ten (10) years prior to the expiration of the Term of the Lease. Capital Improvement Fund deposits made after such date shall continue to be used for Permitted Capital Expenditure purposes under this Section 5.13; provided, however, if County elects to require Lessee to remove the Improvements at the end of the Term pursuant to the terms of this Lease and requires Lessee to provide security to secure its obligation to perform such removal obligations in accordance with Subsection 2.3.2 of this Lease, then Lessee shall have the right to contribute the deposits thereafter required to be made by Lessee under this Section 5.13 towards Lessee's obligations to fund the security requirements in Subsection 2.3.2, but only if and to the extent that there are sufficient funds made available in the Capital Improvement Fund for any needed Permitted Capital Expenditures, as determined by Director in Director's reasonable discretion.

At the expiration or earlier termination of this Lease (including without limitation, any termination following a Condemnation or casualty pursuant to the terms of Article 6 and Article 10, respectively), and performance by Lessee of all of its obligations under this Lease, any remaining amounts in the Capital Improvement Fund and/or the Subsequent Renovation Fund may be used by Lessee without restriction, and County agrees to promptly execute and deliver any commercially reasonable documentation effectuating same if requested by Lessee.

## 6. CONDEMNATION.

### 6.1 Definitions.

6.1.1 Condemnation. "**Condemnation**" means (1) the exercise by any governmental entity of the power of eminent domain, whether by legal proceedings or otherwise, and (2) a voluntary sale or transfer to any Condemnor (as hereafter defined), either under threat of Condemnation or while legal proceedings for Condemnation are pending.

6.1.2 Date of Taking. "**Date of Taking**" means the earliest of (a) the date that the Condemnor has the right of occupancy pursuant to an order for possession issued by a court asserting jurisdiction over the Premises; (b) the date that the final order of Condemnation is issued in the event of a transfer by power of eminent domain; or (c) title is transferred to any Condemnor through voluntary sale or transfer, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

6.1.3 Award. "**Award**" means all compensation, sums or anything of value awarded, paid or received from a total or partial Condemnation.

6.1.4 Condemnor. "**Condemnor**" means any public or quasi-public authority, or private corporation or individual, having the power of eminent domain.

6.2 Parties' Rights and Obligations to be Governed by Lease. If, during the Term of this Lease, there is any Condemnation of all or any part of the Premises, any Improvements on the Premises or any interest in this Lease by Condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 6.

6.3 Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the Date of Taking and Lessee shall have no obligation to demolish and/or remove any Improvements from the Premises that are taken by Condemnation.

6.4 Effect of Partial Taking. If a portion of the Premises is taken by Condemnation, then this Lease shall terminate with respect to the portion of the Premises that is taken by Condemnation, but shall remain in effect with respect to the remaining portion of the Premises, except that Lessee may elect to terminate this Lease with respect to the entire Premises if the remaining portion of the Premises is rendered unsuitable (as described herein) for Lessee's continued use for the purposes contemplated by this Lease. The remaining portion of the Premises shall be deemed unsuitable for Lessee's continued use if, following a reasonable amount of reconstruction, Lessee's business on the Premises could not be operated at a commercially reasonable economic level taking into consideration the amount of funds, if any, in excess of the Award, necessary to continue such operation. Lessee must exercise its right to terminate the Lease with respect to the entire Premises under this Section 6.4 by giving County written notice of its election within ninety (90) days after the Date of Taking. Such notice shall also specify the date of termination, which shall not be prior to the Date of Taking. Failure to properly exercise the election provided for in this Section 6.4 to terminate the Lease with respect to the entire Premises shall result in the Lease continuing in full force and effect with respect to the portion of the Premises not taken by Condemnation, except that a portion of the Annual Minimum Rent shall be abated pursuant to Section 6.5, below.

If the Lease is terminated pursuant to this Section 6.4 with respect to only the portion of the Premises taken by Condemnation, then Lessee shall not be required to perform any demolition or removal of the Improvements under Section 2.3 located on those portions of the Premises that are taken by such Condemnation. If the Lease is terminated pursuant to this Section 6.4 with respect to all of the Premises, then Lessee shall not be required to perform any demolition or removal of the Improvements under Section 2.3 located on those portions of the Premises that are taken by such Condemnation, but Lessee shall be obligated to perform Lessee's demolition and removal obligations under Section 2.3 with respect to the Improvements located on those portions of the Premises that are not taken by Condemnation.

In the event that Lessee does not elect under this Section 6.4 to terminate the Lease with respect to all of the Premises, then Lessee, whether or not the Awards or payments, if any, on account of such Condemnation shall be sufficient for the purpose, shall, at its sole cost and expense, within a reasonable period of time, commence and complete restoration of the remainder of the Premises as to which the Lease continues, as nearly as possible to its value, condition and character immediately prior to such Condemnation, taking into account, however, any necessary reduction in size or other change resulting from the Condemnation; provided, however, that in case of a Condemnation for temporary use, Lessee shall not be required to commence restoration until such Condemnation is terminated.

6.5 Effect of Partial Taking on Rent. If any portion of the Premises is taken by Condemnation and this Lease remains in full force and effect as to the portion of the Premises not so taken (a “**Partial Taking**”), the Annual Minimum Rent shall be reduced as of the date of the Partial Taking to an amount equal to the Annual Minimum Rent multiplied by the ratio of the fair market value of the portion of the Premises not so taken to the fair market value of the entire Premises immediately prior to the Partial Taking, but without regard to any diminution in value resulting from the imminent taking. Upon the next Adjustment Date, as described in Subsection 4.3 above, if any, for the purposes of adjusting the Annual Minimum Rent, all Annual Rent paid by Lessee to County prior to the Date of Taking shall be adjusted, for the purposes of this calculation only, to the proportion that the fair market value of the portion of the Premises which remains after the Partial Taking bears to the fair market value of the entire Premises immediately prior to the Partial Taking. If the parties cannot agree upon the appropriate Annual Minimum Rent, the matter shall be settled through arbitration in the manner set forth in Article 16 hereof. Any determinations of fair market value made pursuant to this Section 6.5 in connection with any arbitration proceeding shall be predicated upon the “income approach” or “income capitalization approach” to property valuation, as defined in The Dictionary of Real Estate Appraisal and/or The Appraisal of Real Estate, published by the Appraisal Institute or any successor organization (the “**Income Approach**”). All other obligations of Lessee under this Lease, including but not limited to the obligation to pay Percentage Rent, shall remain in full force and effect; provided, however, that if following a Partial Taking in the reasonable judgment of Director the Capital Improvement Fund and/or Subsequent Renovation Fund (taking into consideration the then-existing balance of the particular fund, the amount of the future required contributions to the particular fund, and the size and nature of the Improvements on the remaining Premises) exceeds the amounts reasonably estimated to be required to satisfy the reasonably expected expenditures to be covered by the particular fund, then at the request of Lessee, Director and Lessee shall mutually agree in good faith upon an adjustment to the required amounts of the Capital Improvement Fund and/or Subsequent Renovation Fund (as applicable) to more accurately reflect the reasonably expected expenditures to be funded from the particular fund, and any excess amounts may be used by Lessee without restriction.

6.6 Waiver of Code of Civil Procedure Section 1265.130. Each party waives the provisions of Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a Partial Taking of the Premises.

6.7 Payment of Award. Awards and other payments on account of a Condemnation, less costs, fees and expenses incurred in the collection thereof (“**Net Awards and Payments**”), shall be applied as follows:

6.7.1 Partial Taking Without Termination. Subject to Section 12.6, Net Awards and Payments received on account of a Condemnation, other than a total Condemnation or a Partial Taking which results in termination of the Lease with respect to the entire Premises, and other than a taking for temporary use, shall be held by County. If restoration or repair work to the remaining Premises is required as a result of the Partial Taking, then County shall pay out to Lessee or Lessee’s designee(s), amounts of the Net Awards and Payments for costs incurred by Lessee to perform such restoration or repair work, in monthly installments equal to the sum set forth in Lessee’s written request for payment submitted to County together with supporting invoices and documentation

demonstrating that the requested sums are for payments to contractors, consultants, architects, engineers, counsel, or materialmen engaged in the restoration of the Premises and any Improvements. Such requested sums shall be paid by County to Lessee or its designee(s) within thirty (30) days after County has received such request in writing reasonably supported by accompanying invoices and documentation. In the event that County disputes any sum requested by Lessee pursuant to the preceding sentence, County shall promptly pay the undisputed portion and provide Lessee with a written notice detailing the reasons for County's dispute. Thereafter, Director and Lessee shall promptly meet and negotiate in good faith to resolve any dispute; provided, however, that any dispute not resolved within thirty (30) days after Lessee has received notice from County of its dispute shall be submitted to arbitration pursuant to Article 16. The balance, if any, of the Net Awards and Payments on a Partial Taking that does not result in a termination of the Lease with respect to the entire Premises shall be divided between County and Lessee pro rata, as nearly as practicable, based upon (1) the fair market value immediately prior to the Date of Taking of County's interest under this Lease (including reversionary interest) with respect to the portion of the Premises and Improvements taken in the Partial Taking, as compared to (2) the fair market value immediately prior to the Date of Taking of Lessee's remaining leasehold interest in the Premises (including its rights to use the Improvements for the remainder of the Term of the Lease, and including any bonus value in the Lease). Any determinations of fair market value made pursuant to this Section 6.7 shall be predicated upon the Income Approach. In case of a Condemnation described in this Subsection 6.7.1, Lessee shall furnish to County evidence satisfactory to County of the total cost of the restoration required by Section 6.4.

6.7.2 Taking For Temporary Use. Net Awards and Payments received on account of a taking for temporary use shall be paid to Lessee; provided, however, that if any portion of any such award or payment is paid by the Condemnor by reason of any damage to or destruction of the Improvements, such portion shall be held and applied as provided in the first sentence of Section 6.7.1, above.

6.7.3 Total Condemnation and Partial Taking with Termination. Net Awards and Payments received on account of a total Condemnation or a Partial Taking which results in the termination of this Lease with respect to the entire Premises shall be allocated in the following order:

First: There shall be paid to County an amount equal to the greater of (a) the sum of (1) the present value of all Annual Rent and other sums which would become due through the expiration of the Term if it were not for the taking less, in the event of a Partial Taking, an amount equal to the present value of the fair rental value of the portion of the Premises (with the Improvements thereon) not subject to the Partial Taking, from the date of the Partial Taking through the expiration of the Term and (2) the present value of the portion of the Premises (with the Improvements thereon) subject to the taking from and after the expiration of the Term or (b) in the event of a Partial Taking, the present value of the fair market rental value of the portion of the Premises (with the Improvements thereon) subject to the Partial Taking, from and after the expiration of the Term.

Second: There shall be paid to any Encumbrance Holder an amount equal to the sum of any unpaid principal amount of any Encumbrance secured by the Premises plus costs, expenses, and other sums due pursuant the loan documents, if any, and any interest accrued thereon, all as of the date on which such payment is made; and then

Third: There shall be paid to Lessee an amount equal to the value of Lessee's interest in the remainder of the Term of this Lease, including the value of the ownership interest in and use of the Improvements constructed on the Premises during the remainder of the Term of the Lease, determined as of immediately prior to the Date of Taking (including any bonus value in the Lease), less payments made under paragraph Second above. For such purposes, the Term of this Lease shall not be deemed to have terminated even if Lessee so elects under Section 6.4.

Fourth: The balance shall be paid to County.

6.7.4 Disputes. Any dispute under Article 6 concerning the fair market value of the Premises or any portion thereof, computation of present value or the determination of the amount of Annual Minimum Rent or Percentage Rent or other sums which would have become due over the Term of this Lease which are not resolved by the parties, shall be submitted to arbitration pursuant to Article 16 of this Lease. Such valuations, computations and determinations of value shall be made utilizing the Income Approach.

## 7. SECURITY DEPOSIT.

7.1 Amount and Use. Lessee shall deliver to and maintain with County a security deposit (the "**Security Deposit**") in an amount equal to the sum of three (3) times the Monthly Minimum Rent in effect from time to time during the Term (i.e., adjusted to reflect any change in the Monthly Minimum Rent during the Term of this Lease). The security deposit held by County under the Existing Lease immediately prior to the Effective Date shall be applied against and considered to be a part of, the Security Deposit required under this Lease. The Security Deposit shall secure Lessee's obligations pursuant to this Lease, and may be drawn on by County, in whole or in part, to cover (a) delinquent rent not paid by Lessee within any applicable notice and cure period, and (b) any other Events of Default of Lessee under this Lease. The Security Deposit shall be applied at the reasonable discretion of County. Lessee shall have the right to maintain the Security Deposit in form of cash or in the form of a certificate of deposit, letter of credit or other approved investment instrument acceptable to County with respect to form, content and issuer. As long as no Event of Default by Lessee exists under the Lease, Lessee shall be entitled to any interest or other earnings which are actually earned on any unapplied portions of the Security Deposit delivered to County in the form of a certificate of deposit or other approved investment instrument (as opposed to cash, on which Lessee shall not be entitled to interest). Provided that no Event of Default then exists under the Lease, at the end of each Lease Year Lessee shall be entitled to a credit for all unexpended interest accruing to Lessee's benefit with respect to the Security Deposit during such Lease Year pursuant to the immediately preceding sentence. Notwithstanding any contrary provision hereof, County shall have the right at any time to apply any accrued but uncredited interest (which accrued during non-Event of Default periods) against delinquent rents and other amounts owed by Lessee under the Lease.

7.2 Replacement. In the event that some or all of the Security Deposit is drawn against by County and applied against any delinquent rent not paid by Lessee within any applicable notice or cure period, or against other Events of Default of Lessee hereunder, Lessee shall, within ten (10) days after receipt of written notice of the amount so applied and the reasons for such application, deposit sufficient additional funds with County, or cause the issuer of any letter of credit to reinstate the letter of credit to its full face amount, so that at all times that this Lease is in effect (other than between the date of the application of funds by County and the expiration of said ten (10) day period), the full amount of the Security Deposit shall be available to County. Failure to maintain and replenish the Security Deposit, if not cured within the time period set forth in Subsection 13.1.2, shall constitute an Event of Default hereunder.

7.3 Renewal. Any letter of credit procured by Lessee and delivered to County shall provide for notice to County by the issuer thereof no less than sixty (60) days prior to the expiration of the term of such letter of credit in the event that the issuer thereof is not irrevocably committed to renew the term of such letter of credit. In the event that, thirty (30) days prior to the expiration of such letter of credit, Lessee has not provided County with satisfactory evidence of its renewal or replacement, or has not provided County with adequate replacement security, County may draw down upon the letter of credit and hold the funds as security for Lessee's obligations as set forth in this Lease and may apply the funds to cover delinquent rent not paid by Lessee within any applicable notice and cure period and/or any other Event of Default of Lessee under this Lease.

## 8. INDEMNITY.

Except to the extent caused by the gross negligence or willful misconduct of any such indemnitee, Lessee shall at all times relieve, defend, indemnify, protect, and save harmless County and its respective Boards, officers, agents, consultants, counsel, employees and volunteers from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Lessee and reasonably satisfactory to County, for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of County or any of its Board, officers, agents, employees or volunteers, to the extent that such arises from or is caused by (a) the operation, maintenance, use, or occupation by Lessee or its agents, officers, employees, licensees, concessionaires, permittees or Sublessees, of the Premises; provided, however, that this clause (a) shall not be applicable to the Promenade except in the case of the negligence or willful misconduct of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees; (b) the acts, omissions or negligence of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees; provided, however, that this clause (b) shall not be applicable to the Promenade except in the case of the negligence or willful misconduct of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees; or (c) the failure of Lessee, its agents, officers, employees, licensees, concessionaires, permittees or Sublessees to observe and abide by any of the terms or conditions of this Lease or any Applicable Law, ordinance, rule, or regulation. The obligation of Lessee to so relieve, indemnify, protect, and save harmless County and each of its respective Boards, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Lessee, its agents, officers,

employees, licensees, concessionaires, permittees or Sublessees, beyond the expiration of the Term or other termination of this Lease.

9. INSURANCE.

9.1 Lessee's Insurance. Without limiting Lessee's indemnification of County, during the Term of this Lease Lessee shall provide and maintain the following insurance issued by companies authorized to transact business in the State of California by the Insurance Commissioner and having a "general policyholders rating" of at least A-VII (or such higher rating as may be required by an Encumbrance Holder) as set forth in the most current issue of "A.M. Best's Key Rating Guide" or an equivalent rating from another industry-accepted rating agency.

9.1.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$20,000,000
Products/Completed Operations Aggregate:	\$20,000,000
Personal and Advertising Injury:	\$10,000,000
Each Occurrence:	\$10,000,000

Lessee may satisfy the above coverage limits with a combination of primary coverage ("**Primary Coverage**") and excess liability coverage ("**Umbrella Coverage**") (as long as (a) Lessee's Primary Coverage is at least Five Million Dollars (\$5,000,000) per occurrence, Five Million Dollars (\$5,000,000) annual aggregate, and (b) the combination of such Primary Coverage and Umbrella Coverage provides County with the same protection as if Lessee had carried primary coverage for the entire limits and coverages required under this Subsection 9.1.1.

9.1.2 Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars (\$1,000,000) of Primary Coverage and One Million Dollars (\$1,000,000) of Umbrella Coverage, for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto." During any period of operation of valet parking facilities, Lessee also shall provide Garagekeeper's Legal Liability coverage, (written on ISO form CA 99 37 or its equivalent) with limits of not less than Three Million Dollars (\$3,000,000) for this location.

9.1.3 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible, and including Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000
Disease - each employee:	\$1,000,000

9.1.4 Commercial Property insurance covering damage to the Premises, including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake, and including Ordinance or Law Coverage, written for the full replacement value of the Improvements, with a deductible no greater than \$250,000 or 5% of the property value, which ever is less, and also including business interruption, including loss of rent equal to eighteen (18) months of rent, with proceeds payable to Lessee and County as their interests may appear and utilized for repair and restoration of the Premises and Improvements as required pursuant to Article 10 hereof.

9.1.5 For construction projects on the Premises, including the Renovation Work, any other Alterations or restoration of the Improvements, Lessee or Lessee’s contractor or subcontractors will provide the following insurance (County reserves the right to determine the coverage and coverage limit required on a project by project basis):

9.1.5.1 Builder’s Risk Course of Construction to insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include ordinance or law coverage, coverage for temporary offsite storage, debris removal, Hazardous Substance cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, against loss or damage until completion and acceptance by Lessee.

9.1.5.2 General Liability. Such insurance shall be written on ISO policy form CG 00 01 or its equivalent with limits as reasonably required by the County for the Renovation Work or other Alterations. The products/completed operations coverage shall continue to be maintained for the following periods: (a) in the case of the Renovation Work, three (3) years after the date the Renovation Work is completed and accepted by the Lessee, or (b) in the case of Alterations after the completion of the Renovation Work, such period after the date such Alterations are completed and accepted by Lessee as reasonably determined by County, but not to exceed three (3) years after such completion and acceptance.

9.1.5.3 Automobile Liability. Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with a limit of liability as reasonably required by the County for the Renovation Work or other Alterations. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” automobiles, or coverage for “any auto.”

9.1.5.4 Professional Liability. Such insurance shall cover liability arising from any error, omission, negligent or wrongful act of the contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.). This coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the construction project. The limits of the coverage required under this Subsection 9.1.5.4 shall be (a) Three Million Dollars (\$3,000,000) with respect to the prime architect for the Renovation Work (or such lesser amount as required by Director for the prime architect in connection with any subsequent Alterations), and (b) One Million Dollars (\$1,000,000) with respect to each other contractor, subcontractor, architect, engineer, surveyor or other licensed professional rendering services in connection with the design or construction of the Renovation Work or subsequent Alterations, provided that Director shall have the discretion to reduce the coverage limits under this clause (b) if appropriate in the judgment of Director based on the nature and scope of the services being provided.

9.1.5.5 Asbestos Liability or Contractors Pollution Liability insurance, if construction requires remediation of asbestos or Hazardous Substances, and if such insurance is available. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal or emission of asbestos or Hazardous Substances, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of asbestos in compliance with governmental mandate or order. If the asbestos or Hazardous Substances will be removed from the construction site, asbestos or pollution liability is also required under the contractor's or subcontractor's Automobile Liability Insurance. Contractor shall maintain limits as reasonably required by the County for the Renovation Work or other Alterations.

9.1.6 If the use of the Premises or Improvements involves any manufacture, distribution or service of alcoholic beverages (other than the private activity of individuals that is confined to such individuals' respective private residences), Liquor Liability insurance (written on ISO policy form CG 00 33 or 34 or their equivalent) with a liability limit of not less than Five Million Dollars (\$5,000,000) per occurrence and an annual aggregate of Ten Million Dollars (\$10,000,000), which limits may be covered by a combination of Primary Coverage and Umbrella Coverage. If written on a claims made form, the coverage shall also provide an extended two-year reporting period commencing upon the termination or cancellation of the Lease.

9.1.7 If use of the Premises or Improvements involves a marina operation, berthing, docking, and/or launching of boats and/or pleasure crafts, and/or use of floating docks, piers and/or ramps, Lessee shall carry Marina Operator's Liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, and Ten Million Dollars (\$10,000,000) aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of the Lease, or replacement coverage shall be maintained until such time.

9.2 Provisions Pertaining to Property Insurance. The insurance coverage required in Subsections 9.1.4 and 9.1.5.1 shall name County as an additional insured and any Encumbrance Holder as loss payee. Subject to Section 12.6, upon the occurrence of any loss, the proceeds of property and builder's risk insurance shall be held by County in trust for the named insureds as their interests appear, and shall be disbursed by County on a monthly basis to pay for work completed in accordance with then-prevailing industry custom and practice. In the event of a loss, except as expressly provided to the contrary in this Lease, Lessee shall be obligated to use the property insurance proceeds received by Lessee to rebuild or replace the destroyed or damaged buildings, structures, equipment, and Improvements, in accordance with the procedures set forth hereinabove for the initial construction, except as otherwise provided in Article 10 hereof. Subject to Section 12.6, any surplus or proceeds after said rebuilding or replacement shall be distributed to Lessee, and County agrees to promptly execute and deliver commercially reasonable documentation effectuating same if requested by Lessee.

9.3 General Insurance Requirements. Subject to the immediately following grammatical paragraph, a duplicate policy or policies (or certificates of insurance) evidencing the insurance coverage required under this Article 9, in such form as shall be reasonably acceptable to County, shall be filed with Director no later than the Effective Date, provided that the evidence of the insurance coverage required under Subsection 9.1.5 shall be required to be delivered by Lessee prior to the commencement of any Renovation Work or other Alterations. All certificates of insurance shall (a) specifically identify the Lease; (b) clearly evidence all coverages required under the Lease; (c) identify any deductibles or self-insured retentions exceeding \$25,000 or such other commercially reasonable amount as approved by the Director; and (d) evidence all other requirements under this Article 9. The policy or policies of insurance shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to Director or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policy, a certificate showing that such insurance coverage has been renewed shall be obtained by Lessee and filed with Director.

In lieu of submitting a copy of the policy or policies evidencing the above insurance, Lessee may submit in a form reasonably acceptable to County a certificate of insurance.

Any insurance coverage may be issued in the form of a blanket policy insuring other properties, in form, amount and content reasonably satisfactory to County such that such coverage provides the same protection as required under this Article 9 as if the insurance had been procured on an individual property basis.

9.4 Additional Required Provisions. Lessee's insurance policies required by this Article 9 shall be for a term of not less than one year (except with respect to the insurance required by Subsection 9.1.5) and shall additionally provide:

- (a) that County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers, shall be named as additional insureds under any liability insurance policy or policies;

(b) that the full amount of any losses to the extent property insurance proceeds are available shall be payable to additional insureds notwithstanding any act, omission or negligence of Lessee which might otherwise result in forfeiture of such insurance;

(c) in any property insurance policy, a waiver of all right of subrogation against County and its respective Board of Supervisors and members thereof, and County's officers, agents, employees and volunteers with respect to losses payable under such policies;

(d) in any property insurance policy, that such policies shall not be invalidated should the insured waive, prior to a loss, any or all right of recovery against any party for losses covered by such policies;

(e) to the extent of the indemnification obligations of Lessee in favor of any additional insureds, the property and commercial general liability insurance policies shall provide coverage on a primary and non-contributory basis with respect to such additional insureds, regardless of any other insurance or self-insurance that such additional insureds may elect to purchase or maintain;

(f) that losses, if any, shall be adjusted with and payable to Lessee, County and Encumbrance Holders, if any, pursuant to a standard mortgagee clause;

(g) that such policies shall not be suspended, voided, canceled, reduced in coverage or in limits or materially changed without at least thirty (30) days prior written notice to County and all Encumbrance Holders or ten (10) business days in case of cancellation for failure to pay the premium;

(h) that the commercial general liability insurance shall apply separately to each insured against whom a claim is made, except with respect to the overall limits of said insurer's liability; and,

(i) that the property and commercial general liability insurance policies shall contain no special limitations on the scope of protection afforded to the additional insureds, and no failure to comply with the reporting provisions of such policies shall affect the coverage afforded to such additional insureds.

9.5 Failure to Procure Insurance. If Lessee fails to procure or renew the herein required insurance and does not cure such failure within five (5) business days after written notice from County, in addition to the other rights and remedies provided hereunder, County may, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by Lessee, with interest thereon at the Applicable Rate, to County within five (5) business days after Lessee's receipt of written demand therefor.

9.6 Adjustment to Amount of Liability Coverage. The amounts of liability insurance required under Subsections 9.1.1, 9.1.2, 9.1.3 and 9.1.7 shall be subject to adjustment as of each fifth (5th) anniversary of the Effective Date (each, an "**Insurance Renegotiation Date**"), consistent with the amounts of such liability insurance then being required by County under

similar ground leases for comparable developments and uses in the Marina del Rey Small Craft Harbor, including any adjustments then being approved by County (if any), based on differences in size, scope, uses or risks between the Premises and such other developments. If County and Lessee cannot agree upon the amount of insurance by the sixtieth (60th) day preceding an Insurance Renegotiation Date, the matter shall be resolved by binding arbitration in accordance with Article 16. In no event shall the amounts of liability insurance be decreased as a result of such renegotiation or arbitration. Following such renegotiation or arbitration, the parties shall execute an amendment to this Lease setting forth the renegotiated insurance provisions or the arbitration judgment, as appropriate.

9.7 Notification of Incidents, Claims or Suits. Lessee shall notify County of any accident or incident on or about the Premises which involves injury or property damage over Fifty Thousand Dollars (\$50,000) in the aggregate and pursuant to which a claim against Lessee and/or County is made or threatened. Such notification shall be made in writing within 72 hours after Lessee first becomes aware of the claim or threatened claim.

## 10. MAINTENANCE AND REPAIR; DAMAGE AND DESTRUCTION.

10.1 Lessee's Maintenance and Repair Obligations. Lessee shall maintain the Premises, including paved or unpaved ground surfaces and Improvements thereon (including the Promenade), in conformance with such reasonable rules and regulations regarding the use and occupancy of residential apartment projects in Marina del Rey (such as the Premises) as may be promulgated by County from time to time for general applicability on a non-discriminatory basis, as revised from time to time. Without limiting the foregoing, at Lessee's sole cost and expense, but subject to the terms and conditions of this Lease, Lessee shall keep and maintain the Premises (including the Promenade) and all equipment, Improvements or physical structures of any kind which may exist or be erected, installed or made on the Premises in good and substantial repair and condition, including without limitation capital improvements and structural and roof repairs and replacement, and shall make all necessary repairs and alterations and replacements thereto, except as otherwise provided in this Article 10 (except that during periods of construction of the Renovation Work or Alterations or reconstruction of damaged or destroyed Improvements, Lessee's obligations as to the areas of the Premises under construction shall be controlled by Article 5 of this Lease). Lessee shall undertake such repairs, alterations or replacements in compliance with Applicable Laws, or as reasonably required in writing by Director to Lessee incident to the provisions of this Article 10. Lessee shall maintain all Improvements on the Premises in a safe, clean and sanitary condition, to the reasonable satisfaction of Director and in compliance with all Applicable Laws. Lessee shall, at its own cost and expense, install, maintain and replace landscaping between the streets abutting the Premises and the building footprints on the Premises as is reasonably satisfactory to Director. Lessee specifically agrees to provide proper containers for trash and garbage which are screened from public view, to keep the Premises free and clear of rubbish and litter. County in its proprietary capacity shall have the right with reasonable notice to enter upon and inspect the Premises at any reasonable time for cleanliness, safety and compliance with this Section 10.1, as long as such entrance is not done in a manner which would unreasonably interfere with the operation of the Premises. Lessee's obligation to maintain and restore is absolute, and is not in any way dependent upon the existence or availability of insurance proceeds, except as otherwise provided in this Lease.

10.2 Tree Trimming. During the remaining Term of the Lease, Lessee shall cause all trees located on the Premises to be trimmed and otherwise maintained in compliance with the Marina del Rey tree trimming policy attached to this Lease as Exhibit E, as such policy is updated from time to time by County.

10.3 Other Repairs. Although having no obligation to do so, County may, at its own cost and at its sole discretion, perform or permit others to perform any necessary dredging, filling, grading or repair of water systems, sewer facilities, roads, or other County facilities on or about the Premises. With respect to the exercise of County's rights under this Section 10.3, County shall use its commercially reasonable efforts not to unreasonably interfere with the operation of, or access to, the Premises.

10.4 Maintenance Deficiencies. If County provides written notice to Lessee of a deficiency or other breach in the performance by Lessee of the maintenance and repair obligations of Lessee under Sections 10.1 through 10.2 above, then Lessee shall promptly commence the cure thereof and shall complete such cure within the time period for such cure set forth in the County's deficiency notice, which cure period shall not be less than thirty (30) days except if the deficiency pertains to a condition that is a threat to health or safety or otherwise constitutes an emergency situation, in which case County shall have the right to require Lessee to take all appropriate steps to avoid damage or injury as promptly as possible given the circumstances. If Lessee fails to cure any such deficiency within the cure period set forth in County's written deficiency notice (which cure period shall comply with the requirements of this Section 10.4), then in addition to, and not in lieu of, any rights or remedies that County may have under Article 13 of this Lease for defaults not cured within the applicable notice and cure periods set forth therein, Lessee shall pay to County an amount equal to One Hundred Dollars (\$100) per day per item of deficiency for each day after such cure period that the deficiency item remains uncured. Notwithstanding the foregoing, if the nature of the deficiency is such that it is not capable of cure within the cure period specified in County's notice (for example, as a result of permitting requirements or construction material procurement delays beyond the control of Lessee), then as long as during the specified cure period Lessee commences the cure of the deficiency and thereafter continues the prosecution of the completion of such cure in a manner and with such diligence that will effectuate the cure in as short a period as reasonably possible, then the cure period specified in County's deficiency notice shall be extended for such additional time as necessary to complete the cure in as short a period as reasonably possible.

For purposes of determining the number of items of deficiency set forth in a deficiency notice received from County, County shall reasonably identify the separate deficiencies so as not to unfairly increase the daily amount payable under this Section 10.4 by separating the work into unreasonably particularized items (e.g., the requirement to paint the exterior of a building shall not be split into individual deficiency items for the painting of each individual door, window or other component of such building). If in the reasonable and good faith business judgment of Lessee the deficiency notice was erroneously issued by County, then Lessee shall have the right to contest such deficiency notice by written notice to Director within ten (10) days after the date the deficiency notice is received by Lessee. If Lessee files any such contest with Director, then Director shall exercise reasonable discretion in considering Lessee's contest. If Lessee's contest is made on a reasonable and good faith basis, then, in cases that do not include health, safety or any emergency condition, the cure period for the deficiency notice shall be tolled during the

period between the date Director receives written notice of such contest and continuing until Director notifies Lessee in writing that Director accepts or denies Lessee's contest. If Director denies Lessee's contest, Lessee may request arbitration pursuant to Article 16. The One Hundred Dollars (\$100) per diem amount set forth in this Section 10.4 shall be adjusted every three (3) years during the remaining Lease Term on each third (3<sup>rd</sup>) anniversary of the Effective Date to reflect any change in the Consumer Price Index over the three (3) year period immediately preceding each such adjustment. If Lessee fails to pay any amounts required to be paid by Lessee in accordance with this Section 10.4 within fifteen (15) days after written notice from County, then County shall have the right to draw on the Security Deposit to cover such unpaid amounts.

10.5 Option to Terminate for Uninsured Casualty. In the event of any damage to or destruction of the Premises or any Improvements located thereon, Lessee shall, except as otherwise expressly provided in this Section 10.5, promptly (taking into consideration the necessity of obtaining approvals and permits for such reconstruction) repair and/or restore such Improvements to their condition existing prior to the damage or destruction. Except as otherwise expressly provided in this Section 10.5, such obligation to repair and restore is absolute, and is in no way dependent upon the existence or availability of insurance proceeds. Repair and restoration of any damage or destruction shall take place in accordance with the provisions of Article 5. Notwithstanding the foregoing, Lessee shall have the option to terminate this Lease and be relieved of the obligation to restore the Improvements on the Premises where the damage or destruction to the Improvements renders the Improvements substantially unusable for their intended purpose and such damage or destruction resulted from a cause (a) not required to be insured against by this Lease or (b) for which coverage existed, but for which the insurer does not provide the insurance proceeds to Lessee due to the insurer's insolvency (the circumstances reference in clause (a) or (b), an "**Uninsured Loss**"). Lessee's right to terminate the Lease pursuant to the immediately preceding sentence shall be conditioned upon the satisfaction of all of the following:

10.5.1 No more than one hundred (100) days following the Uninsured Loss, Lessee shall notify County of its election to terminate this Lease; to be effective, this notice must include both a copy of Lessee's notification to the Encumbrance Holder, if any, of Lessee's intention to exercise this option to terminate and Lessee's certification under penalty of perjury that Lessee has delivered or mailed such notification to the Encumbrance Holder in accordance with this Subsection 10.5.1. County shall be entitled to rely upon the foregoing notice and certification as conclusive evidence that Lessee has notified the Encumbrance Holder regarding Lessee's desire to terminate this Lease.

10.5.2 No more than sixty (60) days following the giving of the notice required by Subsection 10.5.1 or such longer time as may be reasonable under the circumstances, Lessee shall, at Lessee's expense: remove all debris and other rubble from the Premises; secure the Premises against trespassers; at County's election, remove all remaining Improvements on the Premises; and deliver to County a quitclaim deed to the Premises in recordable form, in form and content satisfactory to County and/or such other documentation as may be reasonably requested by County or any title company on behalf of County, terminating Lessee's interest in the Premises and reconveying such interest to County free and clear of any and all Encumbrances and Subleases.

10.5.3 During the fifteen (15) day period following County's receipt of Lessee's termination notice, County shall have received neither (a) a written notice from any Encumbrance Holder objecting to such termination, nor (b) an agreement containing an effective assignment of Lessee's interest in this Lease to an Encumbrance Holder, whereby such Encumbrance Holder expressly assumes and agrees to be bound by and perform all of Lessee's obligations under this Lease.

10.6 No Option to Terminate for Insured Casualty. Lessee shall have no option to terminate this Lease, or otherwise be relieved of its obligation to restore the Improvements on the Premises, in the case of damage to or destruction of the Premises or any Improvements located thereon, except in the event of a termination of the Lease pursuant to Section 10.5 above as a result of an Uninsured Loss.

10.7 No County Obligation to Make Repairs. County shall have no obligation whatsoever to make any repairs or perform any maintenance on the Premises, unless the need for such repair or maintenance is caused by County's gross negligence or willful misconduct.

10.8 Repairs Not Performed by Lessee. If Lessee fails to make any repairs or replacements as required under this Article 10, Director may notify Lessee of said failure in writing, and if Lessee fails to cure said failure and make repairs or replacements within such time period as set forth in Director's notice to Lessee (which time period shall not be shorter than the time period to which Lessee is entitled under Section 10.4 above), County may make such repairs or replacements and the cost thereof, including, but not limited to, the cost of labor, overhead, materials and equipment, shall be charged against Lessee as provided in Section 13.5.

10.9 Notice of Damage. Lessee shall give prompt notice to County of any fire or other material damage affecting the Premises or the Improvements from any cause whatsoever.

10.10 Casualty Near End of Term. Notwithstanding any contrary provision hereof, if (a) during the last eighteen (18) months of the Term of the Lease, the Improvements are destroyed or substantially damaged such that more than twenty-five percent (25%) of the residential units will not be able to be occupied for a period of ninety (90) days or longer, (b) County has issued a County Removal Notice as to all or substantially all of the Improvements located on the Premises, and (c) the County Removal Notice has not been revoked by County prior to the date of the damage or destruction or within thirty (30) days after the date of such damage or destruction (but, as provided in Subsection 2.3.2 County shall have no right to revoke a County Removal Notice during the last six (6) months of the Term of the Lease), then Lessee shall have the right to terminate this Lease by written notice to County within sixty (60) days after the date of the damage or destruction, provided that as a condition to such termination all of the following must be satisfied:

10.10.1 To be effective, Lessee's termination notice must include both a copy of Lessee's notification to the Encumbrance Holder, if any, of Lessee's intention to terminate the Lease and Lessee's certification under penalty of perjury that Lessee has delivered or mailed such notification to the Encumbrance Holder in accordance with this Subsection 10.10.1. County shall be entitled to rely upon the foregoing notice and

certification as conclusive evidence that Lessee has notified the Encumbrance Holder regarding Lessee's desire to terminate the Lease.

10.10.2 No more than sixty (60) days following the giving of the notice required by Subsection 10.5.1 or such longer time as may be reasonable under the circumstances, Lessee shall, at Lessee's expense: remove all debris and other rubble from the Premises; secure the Premises against trespassers; remove all remaining Improvements on the Premises required to be removed under the County Removal Notice and any other damaged Improvements required by County to be removed; and deliver to County a quitclaim deed to the Premises in recordable form, in form and content satisfactory to County and/or such other documentation as may be reasonably requested by County or any title company on behalf of County, terminating Lessee's interest in the Premises and reconveying such interest to County free and clear of any and all Encumbrances and Subleases.

10.10.3 During the fifteen (15) day period following County's receipt of Lessee's termination notice, County shall have received neither (a) a written notice from any Encumbrance Holder objecting to such termination, nor (b) an agreement containing an effective assignment of Lessee's interest in this Lease to an Encumbrance Holder, whereby such Encumbrance Holder expressly assumes and agrees to be bound by and perform all of Lessee's obligations under this Lease.

10.11 Waiver of Civil Code Sections. The parties' rights shall be governed by this Lease in the event of damage or destruction. The parties hereby waive the provisions of California Civil Code Section 1932 and any other provisions of law which provide for contrary or additional rights.

## 11. ASSIGNMENT AND SUBLEASE.

### 11.1 Subleases.

11.1.1 Definition. The term "**Sublease**" shall mean any lease, license, permit, concession or other interest in the Premises or the Improvements, or a right to use the Premises or the Improvements, or a portion thereof, which is conveyed or granted by Lessee (or any Lessee Entity) to a third party, and which constitutes less than the unrestricted conveyance of the entire Lessee's interest under this Lease; provided, however, that the term Sublease shall exclude any easements or other similar rights granted to utility companies or telecommunication service providers. "**Sublessee**" shall be the person or entity to whom such right to use is conveyed by a Sublease. A Sublease (whether a direct Sublease or any sub-sublease at any level under a Sublease) which grants or conveys to the Sublessee the right to possess or use all or substantially all of the Premises is sometimes referred to in this Lease as a "**Major Sublease**" and the Sublessee under such agreement is sometimes referred to in this Lease as a "**Major Sublessee**".

11.1.2 Approval Required. At least thirty (30) days prior to the proposed effective date of any Sublease that is not a Major Sublease or an Approved Apartment Lease (as defined below), or of any assignment or material amendment of such Sublease,

Lessee shall submit a copy of such Sublease (or assignment or material amendment thereof), to Director for approval, which approval shall not be unreasonably withheld, conditioned or delayed. To the extent practical, Director shall approve or disapprove said proposed Sublease, or said proposed assignment or material amendment of a Sublease, within thirty (30) days after receipt thereof. In no event, however, shall any such Sublease, or any such assignment or material amendment of a Sublease, be made or become effective without the prior approval of Director. Each such Sublease shall specifically provide that the Sublessee shall not violate any term, covenant or other provision of this Lease applicable to the portion of the Premises subject to the Sublease.

Notwithstanding any contrary provision of this Article 11, Lessee shall not be required to obtain County's or Director's approval of any Sublease of an individual apartment in the ordinary course (but not the master lease of multiple units) to a person or persons who will physically occupy the subleased unit, as long as such Sublease is substantially in the form of the standard residential apartment lease approved from time to time by County and the term of such Sublease does not exceed twelve (12) months (each, an "**Approved Apartment Lease**"). The terms and provisions of Sections 11.2 and 11.3 of this Lease shall not be applicable to Approved Apartment Leases. Upon request by County, Lessee shall furnish County with a current rent roll respecting the Approved Apartment Leases and a copy of all of such Approved Apartment Leases.

11.1.3 Major Sublease. A Major Sublease shall be granted to only a reputable owner or manager of comparable residential facilities such as exist on the Premises. In light of the inherent detailed nature of a Major Sublease, Lessee shall deliver to County a copy of any proposed Major Sublease not less than forty-five (45) days prior to the proposed effective date of such proposed Major Sublease or other document, for County's review and approval pursuant to the procedures and requirements specified in Section 11.2.

11.2 Approval of Assignments and Major Subleases. Except as specifically provided in this Article 11, Lessee (including any Lessee Entity) shall not, without the prior written consent of County, which shall be based upon the requirements set forth in this Section 11.2 and the factors described in Exhibit D hereto, which is incorporated herein by this reference ("**Assignment Standards**"), either directly or indirectly give, assign, transfer, or grant control of this Lease or any interest, right, or privilege therein (including, without limitation, the right to manage or otherwise operate the Improvements located from time to time on the Premises), or enter into a Major Sublease affecting the Premises, or license the use of all or substantially all of the Premises. Any Change of Ownership that is not an Excluded Transfer shall constitute an assignment of an interest in the Lease that requires County's consent pursuant to this Section 11. Excluded Transfers shall not require County's consent. In addition, for purposes of this provision, to the extent not an Excluded Transfer or an Equity Financing Event approved pursuant to Article 12 below, the following shall require the prior written consent of County to be effective: (1) the addition, removal or replacement of one or more general partners or managing members in Lessee or a Lessee Entity which is a limited partnership or limited liability entity, except (a) by death, insolvency, incapacity, resignation (except for a sole general partner, if any) or removal of a general partner or managing member and his replacement by a vote of the limited partners, the remaining general partners or remaining members, or (b) if any general partner or managing

member owning more than fifty percent (50%) of the interests of the partnership or limited liability entity acquires the interest of another general partner or managing member owning fifteen percent (15%) or less of the interests in the partnership or limited liability entity; or (2) the sale, assignment, or transfer of fifty-percent (50%) or more of the stock, partnership interests or limited liability company interests in an entity which owns, or is a general partner or managing member of an entity which owns, an interest in this Lease. Lessee shall provide County with any information reasonably requested by County in order to determine whether or not to grant approval of the matters provided herein requiring County's consent. These same limitations and approval requirements as to Lessee's interest under the Lease shall also apply with respect to the Sublessee's interest under a Major Sublease.

11.2.1 County's Use of Discretion and Limitation on Permissible Assignees. In exercising its discretion to approve assignments or transfers as provided in this Section 11.2, County shall take into account the Assignment Standards and, if County, acting reasonably, determines that such Assignment Standards are satisfied, County shall not unreasonably withhold, condition or delay its consent to any proposed assignment or transfer. If County withholds its consent to an assignment or transfer, County shall advise Lessee in writing of the reason or reasons for such disapproval either concurrent with its disapproval of the assignment or transfer, or promptly thereafter upon the request of Lessee.

11.2.2 Involuntary Transfers Prohibited. Except as otherwise specifically provided in this Lease, neither this Lease nor any interest therein shall be assignable or transferable in proceedings in attachment, garnishment, or execution against Lessee, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Lessee, or by any process of law, including proceedings under any federal bankruptcy law.

11.2.3 Procedure. Requests for approval of any proposed assignment shall be processed in accordance with the following procedures:

11.2.3.1 Prior to consummating any transaction requiring the approval of County pursuant to Sections 11.1 or 11.2 of this Lease, Lessee (or the entity seeking approval of such transaction) shall notify County and deliver to County all information reasonably relevant to the proposed transaction, including without limitation any term sheets, letters of intent, draft Major Subleases, any other documents which set forth any proposed agreement regarding the Premises and the information set forth in Subsection 11.2.3.5. County will evaluate the information provided to it and County may request additional information as may be reasonably necessary to act on the request. Under no circumstances will County discuss an assignment with any proposed assignee without providing Lessee the right to be present at any such discussion.

11.2.3.2 In completing its review of the proposal and granting or withholding its consent thereto, County will not be bound by any deadline contained in any proposed transaction documents, Major Subleases, escrow instructions or other agreements to which County is not a party.

11.2.3.3 Lessee acknowledges that the time needed for County to review a proposed assignment or transfer depends on many factors, including without limitation the complexity of the proposed transaction, the financial and other information submitted for review, and the workload of County's personnel. Notwithstanding the foregoing, County shall act as promptly as governmental processes permit in processing and acting upon a requested approval of an assignment or transfer under this Article 11.

11.2.3.4 Lessee shall be required to reimburse County for its Actual Costs incurred in connection with the proposed assignment or transfer, whether or not County ultimately grants its approval to such transaction (without any duplication with any Administrative Charge payable under Section 4.6).

11.2.3.5 Lessee or the proposed assignee shall provide County with sufficient information for County to determine if the public interest will be served by approving the proposed transaction. The information that must be provided includes, but shall not be limited to, the following:

(a) Nature of the Assignee. Full disclosure is required in accordance with this Lease and County's applicant disclosure policy then in effect. Additionally, a flowchart identifying the chain of ownership of the assignee and its decision-making authority shall be provided to County. County shall be advised if the proposed assignee, or any other person or entity for whom disclosure is required pursuant to County's disclosure policy, has had any leasehold or concessionaire's interest canceled or terminated by the landlord due to the tenant or lessee's breach or default thereunder.

(b) Financial Condition of Assignee. County shall be provided with current, certified financial statements, including balance sheets and profit and loss statements, demonstrating the proposed assignee's financial condition for the preceding five (5) years, or such shorter period that assignee has been in existence. This requirement shall also apply to any related person or entity which will be responsible for or guarantee the obligations of the proposed assignee or provide any funds or credit to such proposed assignee, if applicable.

(c) Financial Analysis. County shall be provided with the proposed assignee's financing plan for the operation of the Premises and for any contemplated improvement thereof, demonstrating such proposed assignee's financial capability to so operate the Premises and construct such improvements. Such financing plan shall include, but not be limited to, information detailing (1) equity capital; (2) sources and uses of funds; (3) terms of financing; (4) debt service coverage and ratio; and (5) loan to value ratio. The proposed assignee shall also provide County with documentation demonstrating such proposed assignee's financial viability, such as letters of commitment from financial institutions which demonstrate the availability of sufficient funds to complete any proposed construction or improvements on the Premises. Further, such proposed assignee shall authorize the release of financial information to County from financial institutions relating to the proposed assignee or other information supplied in support of the proposed assignment.

(d) Business Plan. County shall be provided with the proposed assignee's business plan for the Premises, if applicable, including pro forma financial projections for the Premises for the five (5) year period beginning upon the commencement of the proposed assignment. Such pro forma projections will include capital costs, income and expenses, as well as debt service and all other payments to providers of debt and equity, and will be accompanied by a statement of basic assumptions and an identification of the sources of the data used in the production of such projections.

(e) Assignor's Financial Statements. County shall be provided with certified financial statements, including balance sheets and profits and loss statements concerning the assignor Lessee and its operations for the three (3) most recent years prior to the proposed transaction.

(f) Cure of Defaults. County shall be provided with the proposed assignee's specific plans to cure any and all delinquencies under this Lease which may be identified by County, whether identified before or after the date of the proposed assignment.

(g) Prospectus Materials. County shall be provided with any materials distributed to third parties relating to the business of the proposed assignee to be conducted on, from or relating to the Premises.

(h) Other Information. County shall be provided with a clear description of the terms and conditions of the proposed assignment, including a description of the proposed use of the Premises and any proposed Alterations or Improvements to the Premises. Additionally, County shall be provided with any and all other non-confidential information which it reasonably requests of Lessee in connection with its review of the proposed transaction, including without limitation materials pertinent to the issues noted in this Subsection to the extent that they exist and are applicable, such as escrow instructions, security agreements, personal property schedules, appraisals, market reports, lien releases, UCC financing statements, preliminary title reports, management agreements affecting the Premises, contracts in excess of \$25,000 annually affecting the Premises and that are being assumed by the assignee, schedules of pending or threatened litigation, and attorneys' closing opinions relating to Lessee, the proposed assignee or the Premises. County shall endeavor to keep the foregoing materials confidential, subject to the Public Records Act and other Applicable Laws.

11.2.3.6 Nondisturbance. At the request of Lessee, County shall agree to execute a subordination, nondisturbance and attornment agreement on commercially reasonable terms in favor of any Major Sublessee; provided, however, that in no event shall County have the obligation to recognize or attorn to any Major Sublessee upon terms less favorable to County than those set forth in this Lease.

11.2.3.7 Final Documents. Prior to granting its approval for any proposed assignment or transfer, County shall be provided with an executed Assignment and Acceptance of Assignment in form and content as reasonably approved or supplied by County. Ten (10) copies of each must be submitted to County, of which five (5) shall be signed originals and properly acknowledged.

11.2.4 County Right to Recapture. If Lessee (including one or more Lessee Entities) proposes an assignment of fifty percent (50%) or more of the leasehold interest in this Lease, proposes to enter into any Major Sublease affecting the Premises, or proposes to transfer a Controlling Interest in Lessee or any Lessee Entity or Entities collectively holding a fifty percent (50%) or greater share of the leasehold interest in this Lease, in each case excluding any and all Excluded Transfers (with any such proposed transaction herein referred to as a “**Proposed Transfer**”), it shall provide County with written notice of such desire, which notice shall include the sale price (“**Lessee Sale Price**”) at which Lessee (or the subject Lessee Entity or Entities) is willing to consummate the Proposed Transfer. For purposes hereof, a “**Controlling Interest**” shall mean fifty percent (50%) or more of the direct or indirect beneficial ownership of the capital and profits interests in Lessee (or the applicable Lessee Entity). Within thirty (30) days thereafter, County shall provide Lessee with written notification as to whether it has elected to acquire an option to purchase the interest subject to the Proposed Transfer. During said thirty (30) day period, Lessee may market the interest subject to the Proposed Transfer, provided that such interest is offered subject to County’s rights as provided in this Subsection 11.2.4. In the event that, prior to the expiration of said thirty (30) day period, County has given notice to Lessee that it has elected to acquire said option, Lessee shall deliver to County an assignable option to purchase the interest subject to the Proposed Transfer (“**County Option**”) at the Lessee Sale Price. Such County Option shall have a term of five (5) calendar months. During the term of the County Option, Lessee shall make the Premises and all books and records pertaining to the ownership and operation of the Premises reasonably available for inspection by County and third parties as reasonably requested by County. At Lessee’s request, any third party granted access to the Premises or Lessee’s books and records pursuant to this Subsection 11.2.4 shall be required to execute a right-of-entry and confidentiality agreement on commercially reasonable terms. In the event that County elects to be granted the County Option and subsequently declines to purchase the interest subject to the Proposed Transfer at the Lessee Sale Price, County shall pay to Lessee at the expiration of the County Option period (or, at County’s election, credit to Lessee against the next applicable installment(s) of Annual Minimum Rent and Percentage Rent), a sum (the “**County Option Price**”) which represents (i) three percent (3%) of the Lessee Sale Price, plus (ii) seven percent (7%) interest per annum on said three percent (3%) of the Lessee Sale Price, from the date Lessee received notice of County’s election to receive the County Option through the date on which the County Option Price, together with interest thereon, is paid or credited in full. If County either (a) fails to elect to be granted the County Option within said thirty (30) day period, or (b) gives notice that it has elected not to acquire the interest subject to the Proposed Transfer, then Lessee (or the applicable Lessee Entity or Entities) shall be entitled to consummate the Proposed Transfer with a third party (subject to County’s approval rights as otherwise set forth in this Lease) so long as (1) the actual price for the Proposed Transfer is equal to or greater than ninety-five percent (95%) of the Lessee Sale Price last offered to County and upon no more favorable material terms to the assignee and (2) the transfer is consummated not later than twelve (12) months after the later of (a) or (b) (which twelve (12) month period shall be extended to the extent the closing is delayed due to a delay by County in approving the transaction within sixty (60) days after County has received a notice from Lessee requesting County’s

approval of such transaction and all information required by County under this Lease to permit County to evaluate the transaction). In the event of a proposed Major Sublease, County's election shall pertain to that portion of the Premises subject to the proposed Major Sublease and, in the event that County elects to acquire Lessee's interest in such portion of the Premises, Lessee's Annual Minimum Rent and Security Deposit shall be proportionally reduced, Lessee's obligation to pay Percentage Rent shall pertain only to the amounts derived from the portion of the Premises retained by Lessee, and Lessee's obligations with respect to the Capital Improvement Fund, Subsequent Renovation Fund and Demolition Security shall be reduced to reasonably reflect the expected expenditures required under Section 5.13 for Permitted Capital Expenditures, Section 5.11 for the Subsequent Renovation, and Section 2.3 for the demolition and removal of Improvements, respectively, with respect to the portion of the Premises retained by Lessee, and County agrees to promptly execute and deliver commercially reasonable documentation effectuating same if requested by Lessee. In the event that County elects to recapture all or any portion of the Premises as provided herein, Lessee agrees to execute promptly a termination agreement and such other documentation as may be reasonably necessary to evidence the termination of this Lease (or partial termination of this Lease, if and as applicable), to set a termination date and to prorate rent and other charges with respect to the termination. County's rights pursuant to this Subsection 11.2.4 shall not apply to (I) Financing Events, or (II) Excluded Transfers.

11.2.5 County Credits Toward Purchase Price. In the event that County or its assignee elects to exercise the County Option, it shall receive the following credits toward the Lessee Sale Price: (1) the Net Proceeds Share which would be payable to County in the event that a third party were to purchase the interest offered at the Lessee Sale Price and (2) an amount which represents unpaid Annual Minimum Rent, Percentage Rent, and all other amounts payable under the Lease, if any (including a provisional credit in an amount reasonably acceptable to County for any amounts that may arise from an audit by County, but that have not yet been determined as of that date), with late fees and interest as provided herein, from the end of the period most recently subject to County audit through the date of the purchase of the interest by County. In the case of any unpaid rental amounts that may be found to be owing to County in connection with any uncompleted audit by County, in lieu of a provisional credit for such amounts, Lessee may provide County with a letter of credit or other security satisfactory to County to secure the payment of such unpaid amounts when finally determined by County. During the term of the County Option, Lessee shall cause to be available to County all books and records reasonably necessary in order to determine the amount of such unpaid Annual Minimum Rent, Percentage Rent, and other amounts payable under the Lease. If at the closing of the exercise of the County Option there is an unresolved dispute with County as to the appropriate allowance for such unpaid Annual Minimum Rent, Percentage Rent, and other amounts or appropriate security for the payment thereof, then County shall have the right to require that the disputed amount be held in escrow after the closing pending resolution of such dispute pursuant to Article 16 of this Lease, in accordance with an escrow agreement reasonably acceptable to Lessee and County.

11.3 Terms Binding Upon Successors, Assigns and Sublessees. Except as otherwise specifically provided for herein, each and all of the provisions, agreements, terms, covenants, and

conditions herein contained to be performed, fulfilled, observed, and kept by Lessee hereunder shall be binding upon the heirs, executors, administrators, successors, and assigns of Lessee, and all rights, privileges and benefits arising under this Lease in favor of Lessee shall be available in favor of its heirs, executors, administrators, successors, and assigns. Notwithstanding the foregoing, no assignment or subletting by or through Lessee in violation of the provisions of this Lease shall vest any rights in any such assignee or Sublessee. Any approved assignment of this Lease shall release the assignor of all liability arising due to actions or omissions on or after the effective date of such assignment, provided the assignee assumes all of such liability, including without limitation the obligation of assignee to cure any defaults and delinquencies under this Lease and to pay County Percentage Rent and any other amounts attributable to the period prior to the assignment, but not discovered by County or the assignee until after the assignment; provided, further, the assignor shall not be relieved of any liability for the payment of the Administrative Charge or the required portion of any Net Proceeds Share or Net Refinancing Proceeds which arise upon such assignment as provided herein.

11.4 Property Management. Notwithstanding any contrary provision of this Article 11, Lessee shall be permitted to hire a management company that satisfies the requirements of this Section 11.4 for the property management of the Premises and Improvements. County hereby acknowledges that LMGI has been approved as the current property management company for the Premises and the Improvements. Any other management company hired by Lessee to perform property management of the Premises shall at the time of such engagement (a) have at least five (5) years' of experience in the operation and management of at least 2,000 rental apartments, without material violations of law or discrimination, and (b) have a valid license to manage residential dwelling units issued by the California Department of Real Estate (or its successor).

## 12. ENCUMBRANCES.

12.1 Financing Events. Lessee shall not consummate a Financing Event (as defined below) without the prior written consent of Director, which consent shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Lease, including without limitation, the provisions of Sections 4.6 through 4.8 hereof, a “**Financing Event**” shall mean (i) any debt financing or refinancing consummated by Lessee, whether with private or institutional lenders, where such financing or refinancing is an Encumbrance (as defined below); or (ii) any equity financing or refinancing, whether with private or institutional lenders, where the financing or refinancing is secured by beneficial interests in Lessee and the absolute assignment of the beneficial interests secured by such financing or refinancing would require the consent of County under this Lease. For purposes of this Lease, an “**Equity Financing Event**” means a Financing Event described in clause (ii) of the foregoing definition of Financing Event. Lessee shall submit to Director a complete set of all proposed transaction documents in connection with each proposed Financing Event. Lessee shall submit to Director a preliminary loan package and thereafter a complete set of all proposed transaction documents in connection with each proposed Financing Event. The preliminary loan package shall include the loan commitment (or the so-called “loan application” if the loan commitment is styled as a loan application) and any other documents, materials or other information reasonably requested by Director. Lessee shall have the right, but not the obligation, to include draft loan documents in the preliminary loan package. Director shall have sixty (60) days (thirty (30) days for the initial construction loan for the Renovation Work) to grant or withhold approval of the preliminary loan package. Director shall have sixty (60) days

(thirty (30) days for the initial construction loan for the Renovation Work) after receipt of substantially complete loan documents conforming to the approved preliminary loan package in which to grant or withhold final approval of the Financing Event; provided, however, that if the preliminary loan package included draft loan documents then the foregoing sixty (60) day period shall be reduced to thirty (30) days. If not approved by Director in writing within the foregoing periods, the proposed Financing Event shall be deemed disapproved by Director (and, if so requested in writing by Lessee), Director shall within thirty (30) days of such request deliver to Lessee a written description of Director's objections to said proposed Financing Event). Lessee shall further reimburse County for County's Actual Cost incurred in connection with its review of the proposed Financing Event. The same restrictions and approval requirements and procedures set forth above in this paragraph with respect to a Financing Event pertaining to Lessee's leasehold interest in this Lease or beneficial interests in Lessee shall apply with respect to any financing or refinancing transaction secured by the leasehold interest in any Major Sublease or the direct or indirect beneficial ownership interests in a Major Sublessee.

12.1.1 Encumbrances. As used in this Lease, an “**Encumbrance**” shall be any direct or indirect grant, assignment, transfer, mortgage, hypothecation, grant of control over, pledge or encumbrance of the following as security for a Financing Event: (a) all or any portion of Lessee's interest under this Lease and the estate so created, including without limitation a direct or indirect assignment of Lessee's right to receive rents from Sublessees, or (b) all of the beneficial interests in Lessee. As used in this Lease, an “**Encumbrance Holder**” shall be the holder of an Encumbrance that has been approved by Director. One (1) copy of any and all security devices or instruments as finally executed or recorded by the parties in connection with any approved Encumbrance shall be filed with Director not later than seven (7) days after the effective date thereof.

12.1.2 Consent Not Required to Transfer Resulting from Foreclosure. The written consent of County shall not be required in the case of:

12.1.2.1 A transfer of this Lease or a Major Sublease at a foreclosure sale or at a judicial foreclosure, or voluntary conveyance to the Encumbrance Holder or its affiliate in lieu of such foreclosure (“**Foreclosure Transfer**” and the transferee in a Foreclosure Transfer is referred to herein as a “**Foreclosure Transferee**”); or

12.1.2.2 A single subsequent transfer of the Lease or a Major Sublease by an Encumbrance Holder who was a purchaser at such foreclosure sale or transfer in lieu thereof, provided that such single subsequent transferee expressly agrees in writing to assume and to perform all of the obligations under this Lease (or, if applicable, a Major Sublease), except with respect to Excluded Defaults accruing prior to the transferee's period of ownership.

12.1.3 Effect of Foreclosure. In the event of a transfer under Subsection 12.1.2, the Encumbrance Holder shall forthwith give notice to County in writing of any such transfer setting forth the name and address of the transferee and the effective date of such transfer, together with a copy of the document by which such transfer was made.

12.1.3.1 Any transferee under the provisions of Subsection 12.1.2.1 which is a commercial bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust or other similar financial institution which ordinarily engages in the business of making loans secured by collateral similar to the Premises, or an affiliate thereof (“**Institutional Lender**”), shall be liable to perform the full obligations of Lessee under this Lease (other than Excluded Defaults accruing prior to the Institutional Lender’s period of ownership) arising under the Lease from the date of transfer under Subsection 12.1.1.1 until a subsequent transfer of the Lease approved by County.

12.1.3.2 A transferee under Subsection 12.1.2.1 which is not an Institutional Lender and any subsequent transferee under the provisions of Subsection 12.1.2.2 shall be liable to perform the full obligations of Lessee under this Lease whether accruing prior to, during or after such transferee’s period of ownership (but excluding Excluded Defaults accruing prior to such transferee’s period of ownership) and as a condition to the completion of such transfer must cure, remedy, or correct any Event of Default existing at the time of such transfer or arising thereafter due to an event or occurrence before the date of transfer (other than Excluded Defaults).

12.1.3.3 Neither an Administrative Charge nor any Net Proceeds Share shall be payable in respect of or charged against any amount payable under the Encumbrance to or for the benefit of the Encumbrance Holder in connection with a transfer pursuant to Subsection 12.1.2.

12.2 Right to Notice and Cure Defaults. All Encumbrance Holders and Major Sublessees shall have the right, at any time during the term of its Encumbrance or Major Sublease, as applicable, but prior to the termination of this Lease, and as further provided in Section 12.4, to do any act or thing required of Lessee in order to prevent termination of Lessee’s rights hereunder, and all such acts or things so done hereunder shall be treated by County the same as if performed by Lessee.

12.3 No Subordination. County’s rights in the Premises and this Lease, including without limitation County’s right to receive Annual Minimum Rent and Percentage Rent, shall not be subordinated to the rights of any Encumbrance Holder. Notwithstanding the foregoing, an Encumbrance Holder shall have all of the rights set forth in the security instrument creating the Encumbrance, as approved by County in accordance with Section 12.1, to the extent that such rights are not inconsistent with the terms of this Lease, including the right to commence an action against Lessee for the appointment of a receiver and to obtain possession of the Premises under and in accordance with the terms of said Encumbrance, provided that all obligations of Lessee hereunder shall be kept current, including but not limited to the payment of rent and curing of all defaults or Events of Default hereunder, other than any pre-existing Event of Default that (a) is an incurable non-monetary default, (b) is a non-monetary default that can only be cured by a prior lessee, (c) is a non-monetary default that is not reasonably susceptible of being cured by such transferee, or (d) relates to any obligation of a prior lessee to pay any Net Proceeds Share (collectively, “**Excluded Defaults**”).

12.4 Delay in Exercising Termination Remedy. County shall not exercise any remedy available to it upon the occurrence of an Event of Default (other than exercising County's self-help remedies pursuant to Section 13.5, the late fee and interest provisions in Section 4.5 and the per diem payment provisions set forth in Section 10.4), unless it first shall have given written notice of such default to each and every then-existing Major Sublessee and Encumbrance Holder that has notified Director in writing of its security interest and the addresses to which such notice should be delivered. Such notice shall be sent simultaneously with the notice or notices to Lessee. An Encumbrance Holder or Major Sublessee shall have the right and the power to cure the Event of Default specified in such notice in the manner prescribed herein. If such Event or Events of Default are so cured, this Lease shall remain in full force and effect. Notwithstanding any contrary provision hereof, the cure rights of an Encumbrance Holder or Major Sublessee shall not delay, toll or otherwise affect the County's rights under Section 4.5 or 10.4.

12.4.1 Manner of Curing Default. Events of Default may be cured by an Encumbrance Holder or Major Sublessee in the following manner:

(1) If the Event of Default is in the payment of rental, taxes, insurance premiums, utility charges or any other sum of money, an Encumbrance Holder or the Major Sublessee may pay the same, together with any Late Fee or interest payable thereon, to County or other payee within thirty five (35) days after mailing of the aforesaid notice of default to the Encumbrance Holder or the Major Sublessee. If, after such payment to County, Lessee pays the same or any part thereof to County, County shall refund said payment (or portion thereof) to such Encumbrance Holder or Major Sublessee.

(2) If the Event of Default cannot be cured by the payment of money, but is otherwise curable, the default may be cured by an Encumbrance Holder or Major Sublessee as follows:

(a) If an Encumbrance Holder or Major Sublessee cures, remedies and corrects the default within sixty (60) days after the end of Lessee's cure period as provided in Section 13.1 hereof (except that if the default involves health, safety or sanitation issues, County may by written notice reduce such sixty (60) day period to thirty (30) days, such 60 or 30 day period, as applicable, being referred to herein as the "**initial cure period**"); provided, however, if curing of such default reasonably requires activity over a longer period of time, such default may be cured if within said initial cure period, such Encumbrance Holder or Major Sublessee commences and thereafter continues to use due diligence to perform whatever acts may be required to cure the particular default; in the event Lessee commences to cure the default within Lessee's applicable cure period and thereafter fails or ceases to pursue the cure with due diligence, the Encumbrance Holder's and Major Sublessee's initial cure period shall commence upon the later of the end of Lessee's cure period or the date upon which County notifies the Encumbrance Holder and/or Major Sublessee that Lessee has failed or ceased to cure the default with due diligence.

(b) With respect to an Encumbrance Holder, but not a Major Sublessee, if before the expiration of the initial cure period said Encumbrance Holder notifies County of its intent to commence foreclosure of its interest or appoint a receiver to take possession of the Premises, and within sixty (60) days after the mailing of said notice, said Encumbrance Holder (i) actually commences foreclosure proceedings or proceedings to appoint a receiver to take possession of the Premises, and prosecutes the same thereafter with due diligence, said sixty (60) day period shall be extended by the time necessary to complete such foreclosure proceedings or proceedings appointing a receiver, as applicable, or (ii) if said Encumbrance Holder is prevented from commencing foreclosure proceedings or proceedings to appoint a receiver, by any order, judgment or decree of any court or regulatory body with jurisdiction, and said Encumbrance Holder diligently seeks release from or reversal of such order, judgment or decree, the initial cure period shall be extended by the time necessary to obtain such release or reversal and thereafter to complete such foreclosure proceedings or proceedings to appoint a receiver, as applicable. Within thirty-five (35) days after a Foreclosure Transfer or appointment of a receiver is completed, the Foreclosure Transferee or receiver shall (if such default has not been cured) commence to cure, remedy or correct the default and thereafter diligently pursue such cure until completed in the same manner as provided in paragraph (a) above. The Encumbrance Holder shall have the right to terminate its foreclosure proceeding, or proceeding appointing a receiver, and the extension of any relevant cure period shall lapse, in the event of a cure by Lessee.

## 12.5 New Lease.

12.5.1 Obligation to Enter Into New Lease. In the event that this Lease is terminated by reasons of bankruptcy, assignment for the benefit of creditors, insolvency or any similar proceedings, operation of law, an Excluded Default or other event beyond the reasonable ability of an Encumbrance Holder to cure or remedy, or if the Lease otherwise terminates for any reason, County shall, upon the written request of any Encumbrance Holder with respect to Lessee's entire leasehold estate under this Lease or all of the ownership interests in Lessee (according to the priority described below if there are multiple Encumbrance Holders), enter into a new lease (which shall be effective as of the date of termination of this Lease) with the Encumbrance Holder or an affiliate thereof for the then remaining Term of this Lease on the same terms and conditions as shall then be contained in this Lease, provided that the Encumbrance Holder cures all then existing monetary defaults under this Lease, and agrees to commence a cure of all then existing non-monetary Events of Default within sixty (60) days after the new lease is entered into, and thereafter diligently pursues such cure until completion. In no event, however, shall the Encumbrance Holder be obligated to cure any Excluded Defaults. County shall notify the most junior Encumbrance Holder of a termination described in this Section 12.5 within thirty (30) days after the occurrence of such termination, which notice shall state (i) that the Lease has terminated in accordance with Section 12.5 of this Lease, and (ii) that such Encumbrance Holder has sixty (60) days following receipt of such notice within which to exercise its right to a new lease under this Section 12.5, or else it will lose such

right. An Encumbrance Holder's election shall be made by giving County written notice of such election within sixty (60) days after such Encumbrance Holder has received the above-described written notice from the County. Within a reasonable period after request therefor, County shall execute and return to the Encumbrance Holder any and all documents reasonably necessary to secure or evidence the Encumbrance Holder's interest in the new lease or the Premises. From and after the effective date of the new lease, the Encumbrance Holder (or its affiliate) shall have the same rights to a single transfer that are provided in Subsection 12.1.2.2 above, and shall enjoy all of the other rights and protections that are provided to a Foreclosure Transferee in this Article 12. Any other subsequent transfer or assignment of such new lease shall be subject to all of the requirements of Article 11 of this Lease. If there are multiple Encumbrance Holders, this right shall inure to the most junior Encumbrance Holder in order of priority; provided, however, if such junior Encumbrance Holder shall accept the new lease, the priority of each of the more senior Encumbrance Holders shall be restored in accordance with all terms and conditions of such Encumbrances(s). If a junior Encumbrance Holder does not elect to accept the new lease within sixty (60) days of receipt of notice from County, the right to enter into a new lease shall be provided to the next most junior Encumbrance Holder, under the terms and conditions described herein, until an Encumbrance Holder either elects to accept a new lease, or no Encumbrance Holder so elects.

12.5.2 Priority of New Lease. The new lease made pursuant to this Section 12.5 shall be prior to any mortgage or other lien, charge or encumbrance on County's fee interest in the Premises, and any future fee mortgagee or other future holder of any lien on the fee interest in the Premises is hereby given notice of the provisions hereof. County agrees to require each such fee encumbrance holder to confirm the same in writing (in form reasonably approved by each Encumbrance Holder or its title insurer).

12.6 Holding of Funds. Any Encumbrance Holder with respect to Lessee's entire leasehold interest in this Lease or all of the ownership interests in Lessee that is an Institutional Lender shall have the right to hold and control the disbursement of (i) any insurance or condemnation proceeds to which Lessee is entitled under this Lease and that are required by the terms of this Lease to be applied to restoration of the Improvements on the Premises (provided that such funds shall be used for such restoration in accordance with the requirements of the Lease), and (ii) any funds required to be held in the Subsequent Renovation Fund and Capital Improvement Fund (provided that such funds shall be used for the purposes required by this Lease). If more than one such Encumbrance Holder desires to exercise the foregoing right, the most senior Encumbrance Holder shall have priority in the exercise of such right.

12.7 Participation in Certain Proceedings and Decisions. Any Encumbrance Holder shall have the right to intervene and become a party in any arbitration, litigation, condemnation or other proceeding affecting this Lease. Lessee's right to make any election or decision under this Lease with respect to any condemnation settlement, insurance settlement or restoration of the Premises following a casualty or condemnation shall be subject to the prior written approval of each then existing Encumbrance Holder, if required pursuant to the relevant loan documents.

12.8 Fee Mortgages and Encumbrances. Any mortgage, deed of trust or other similar encumbrance granted by County upon its fee interest in the Premises shall be subject and

subordinate to all of the provisions of this Lease and to all Encumbrances. County shall require each such fee encumbrance holder to confirm the same in writing (in a form reasonably approved by each Encumbrance Holder or its title insurer) as a condition to granting such encumbrance, although the foregoing subordination shall be automatic and self-executing whether or not such written confirmation is obtained. In connection with any amendment of this Lease, County agrees to request each such fee Encumbrance Holder to re-confirm in writing the continuing priority of this Lease.

12.9 No Merger. Without the written consent of each Encumbrance Holder, the leasehold interest created by this Lease shall not merge with the fee interest in all or any portion of the Premises, notwithstanding that the fee and leasehold interests are held at any time by the same person or entity.

12.10 Rights of Encumbrance Holders With Respect to Reversion. As used in this Section 12.12, the "**Reversion**" refers to the amendment of this Lease described in Section 5.1 whereby the terms and conditions of this Lease are automatically amended in accordance with the Reversion Amendment described in such Section 5.1, and the "**Reversion Condition**" refers to the condition that causes the Reversion, namely the failure of Lessee to comply with its obligations under Section 5.1 to commence and complete the Renovation Work by the respective dates set forth in Section 5.1 (as extended by Section 5.1 or 5.6, as applicable). Notwithstanding anything in Section 5.1 of this Lease to the contrary, so long as an Encumbrance Holder exists with respect to Lessee's entire leasehold interest in this Lease, the Reversion shall not occur unless and until (i) the County has given written notice of the occurrence of the Reversion Condition to each such Encumbrance Holder in accordance with Section 12.4 (which notice shall describe the Reversion Condition that has occurred, and shall include the following statement in all capital and bold letters: "**YOUR FAILURE TO COMMENCE A CURE OF THE DEFAULT DESCRIBED IN THIS NOTICE WITHIN 60 DAYS OF YOUR RECEIPT OF THIS NOTICE, AND TO THEREAFTER PURSUE SUCH CURE TO COMPLETION IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION 12.4.1(2) OF THE LEASE APPLICABLE TO NONMONETARY DEFAULTS, WILL RESULT IN AN AUTOMATIC AMENDMENT AND REVERSION OF THE TERMS OF THE LEASE IN ACCORDANCE WITH THE REVERSION AMENDMENT DESCRIBED IN SECTION 5.1 OF THE LEASE**"), and (ii) no such Encumbrance Holder commences a cure of the default within 60 days of its receipt of such notice (as such time period may be subject to extension as expressly provided in Section 12.4) and thereafter pursues such cure to completion in accordance with the provisions of Subsection 12.4.1(2) of the Lease applicable to nonmonetary defaults. Further, in the event that a Reversion occurs, such Reversion shall be subject to the "new lease" provisions of Section 12.5 of the Lease (and in such event the Reversion shall be deemed a "termination" of this Lease solely for purposes of Section 12.5 and the "new lease" to be entered into pursuant to Section 12.5 shall mean a new lease on the same terms as this Lease, not the Existing Lease).

13. DEFAULT.

13.1 Events of Default. The following are deemed to be “**Events of Default**” hereunder:

13.1.1 Monetary Defaults. The failure of Lessee to pay the rentals due, or make any other monetary payments required under this Lease (including, without limitation, deposits to the Subsequent Renovation Fund and/or Capital Improvement Fund, or providing the Demolition Security required under Subsection 2.3.2), within five (5) days after written notice that said payments are overdue. Lessee may cure such nonpayment by paying the amount overdue, with interest thereon and the applicable Late Fee as specified in such written notice, within such five (5) day period.

13.1.2 Maintenance of Security Deposit. The failure of Lessee to maintain and/or replenish the Security Deposit required pursuant to Article 7 of this Lease if not cured within ten (10) days after written notice of such failure.

13.1.3 Failure to Perform Other Obligations. The failure of Lessee to keep, perform, and observe any and all other promises, covenants, conditions and agreements set forth in this Lease, including without limitation the obligation to maintain adequate accounting and financial records, within thirty five (35) days after written notice of Lessee’s failure to perform from Director; provided, however, that where Lessee’s performance of such covenant, condition or agreement is not reasonably susceptible of completion within such thirty five (35) day period and Lessee has in good faith commenced and is continuing to perform the acts necessary to perform such covenant, condition or agreement within such thirty five (35) day period, County will not exercise any remedy available to it hereunder for so long as Lessee uses reasonable due diligence in continuing to pursue to completion the performance of such covenant, condition or agreement and so completes performance within a reasonable time. Notwithstanding any contrary provision of this Section 13.1.3, the proviso set forth in the immediately preceding sentence providing for an extension of the cure period beyond thirty five (35) days shall not be applicable to any failure of Lessee to comply with the Required Phase Commencement Dates, Required Phase Completion Dates or the Required Completion Date set forth in Sections 5.1 or to any failure of Lessee to commence or substantially complete the construction of the Subsequent Renovation by the applicable dates set forth in 5.11 above.

13.1.4 Non-Use of Premises. The abandonment, vacation, or discontinuance of use of the Premises, or any substantial portion thereof, for a period of thirty five (35) days, except when prevented by events of Force Majeure or when closed for renovations or repairs required or permitted to be made under this Lease.

Any notice required to be given by County pursuant to Subsections 13.1.1 through and including 13.1.3 shall be in addition to, and not in lieu of, any notice required under Section 1161 of the California Code of Civil Procedure.

13.2 Limitation on Events of Default. The failure of Lessee to perform a non-monetary obligation under this Lease (i.e., an obligation that does not pertain to the payment of money) shall not constitute an Event of Default (and no late fees or interest will be incurred) to the extent that Lessee is prevented from performing such non-monetary obligation due to circumstances that constitute Force Majeure, as long as (a) Lessee notifies County in writing of the circumstances preventing its performance promptly following Lessee becoming aware of such circumstances; (b) Lessee performs such non-monetary obligation to the extent the performance thereof is not prevented by the circumstances of Force Majeure; (c) Lessee exercises diligent efforts to remedy, mitigate or resolve the circumstances constituting such Force Majeure; and (d) Lessee cures the non-performed obligation under this Lease with diligence following the remedy, mitigation or resolution of the circumstances of Force Majeure preventing its performance.

13.3 Remedies. Upon the occurrence of an Event of Default, and subject to the rights of any Encumbrance Holder or Major Sublessee to cure such Event of Default as provided in Section 12.4 hereof, County shall have, in addition to any other remedies in law or equity, the following remedies which are cumulative:

13.3.1 Terminate Lease. County may terminate this Lease by giving Lessee written notice of termination. On the giving of the notice, all of Lessee's rights in the Premises and in all Improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the Premises and all Improvements in broom-clean condition, and County may re-enter and take possession of the Premises and all remaining Improvements and, except as otherwise specifically provided in this Lease, eject all parties in possession or eject some and not others, or eject none. Termination under this Subsection shall not relieve Lessee from the payment of any sum then due to County or from any claim for damages against Lessee as set forth in Subsection 13.4.3, or from Lessee's obligation to remove Improvements at County's election in accordance with Article 2. County agrees to use reasonable efforts to mitigate damages. The terms and provisions of this Subsection 13.3.1 are subject to Article 12 of this Lease.

13.3.2 Keep Lease in Effect. Without terminating this Lease, so long as County does not deprive Lessee of legal possession of the Premises and allows Lessee to assign or sublet subject only to County's rights set forth herein, County may continue this Lease in effect and bring suit from time to time for rent and other sums due, and for Lessee's breach of other covenants and agreements herein. No act by or on behalf of County under this provision shall constitute a termination of this Lease unless County gives Lessee written notice of termination. It is the intention of the parties to incorporate the provisions of California Civil Code Section 1951.4 by means of this provision.

13.3.3 Termination Following Continuance. Even though it may have kept this Lease in effect pursuant to Subsection 13.3.2, thereafter County may elect to terminate this Lease and all of Lessee's rights in or to the Premises unless prior to such termination Lessee shall have cured the Event of Default or shall have satisfied the provisions of Section 13.2, hereof. County agrees to use reasonable efforts to mitigate damages.

13.4 Damages. Should County elect to terminate this Lease under the provisions of the foregoing Section, County shall be entitled to recover from Lessee as damages:

13.4.1 Unpaid Rent. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

13.4.2 Post-Termination Rent. The worth, at the time of the award, of the unpaid rent that would have been earned under this Lease after the date of termination of this Lease until the date Lessee surrenders possession of the Premises to County; and

13.4.3 Other Amounts. The amounts necessary to compensate County for the sums and other obligations which under the terms of this Lease become due prior to, upon or as a result of the expiration of the Term or sooner termination of this Lease, including without limitation, those amounts of unpaid taxes, insurance premiums and utilities for the time preceding surrender of possession, the cost of removal of rubble, debris and other above-ground Improvements, attorney's fees, court costs, and unpaid Administrative Charges, Net Proceeds Shares and Net Refinancing Proceeds.

13.5 Others' Right to Cure Lessee's Default. County (and any Encumbrance Holder or Major Sublessee, as provided in the last sentence of this section), at any time after Lessee's failure to perform any covenant, condition or agreement contained herein beyond any applicable notice and cure period, may cure such failure at Lessee's cost and expense. If, after delivering to Lessee two (2) or more written notices with respect to any such default, County at any time, by reason of Lessee's continuing failure, pays or expends any sum, Lessee shall immediately pay to County the lesser of the following amounts: (1) twice the amount expended by County to cure such default and (2) the amount expended by County to cure such default, plus one thousand dollars (\$1,000). To the extent practicable, County shall give any Encumbrance Holders or Major Sublessees the reasonable opportunity to cure Lessee's default prior to County's expenditure of any amounts thereon.

13.6 Default by County. County shall be in default in the performance of any obligation required to be performed by County under this Lease if County has failed to perform such obligation within thirty (30) days after the receipt of notice from Lessee specifying in detail County's failure to perform; provided, however, that if the nature of County's obligation is such that more than thirty (30) days are required for its performance, County shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion. Lessee shall have no rights as a result of any default by County until Lessee gives thirty (30) days notice to any person having a recorded interest pertaining to County's interest in this Lease or the Premises. Such person shall then have the right to cure such default, and County shall not be deemed in default if such person cures such default within thirty (30) days after receipt of notice of the default, or such longer time as may be reasonably necessary to cure the default. Notwithstanding anything to the contrary in this Lease, County's liability to Lessee for damages arising out of or in connection with County's breach of any provision or provisions of this Lease shall not exceed the value of County's equity interest in the Premises and its right to insurance proceeds in connection with the policies required under Article 9 hereof.

#### 14. ACCOUNTING.

14.1 Maintenance of Records and Accounting Method. In order to determine the amount of and provide for the payment of the Annual Minimum Rent, Percentage Rent, Net

Proceeds Share, Net Refinancing Proceeds and other sums due under this Lease, Lessee and all Sublessees shall at all times during the Term of this Lease, and for thirty six (36) months thereafter, keep, or cause to be kept, locally, to the reasonable satisfaction of Director, true, accurate, and complete records and double-entry books of account for the current and five (5) prior Lease Years, such records to show all transactions relative to the conduct of operations, and to be supported by data of original entry. Such records shall detail transactions conducted on or from the Premises separate and apart from those in connection with Lessee's (or a Sublessee's, as applicable) other business operations, if any. Lessee shall utilize the accrual method of accounting with respect to the preparation of the reports, statements and maintenance of records required under this Lease (including without limitation, with respect to the calculation of Gross Receipts).

14.2 Cash Registers. To the extent retail sales are conducted on the Premises, or other cash or credit sales of goods or services are conducted, all such sales shall be recorded by means of cash registers or computers which automatically issue a customer's receipt or certify the amount recorded in a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape (or other equivalent security mechanism) located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. The requirements of this paragraph may be waived in advance by Director upon submission by Lessee of an acceptable substitute plan for recording sales and other revenue.

Lessee shall cause to be implemented point of sale systems which can accurately verify all sales for audit purposes and customer review purposes, which system shall be submitted to Director in advance of installation for his approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Lessee's obligations set forth in this Section 14.2 include Lessee's obligation to insure that Lessee's Sublessees (including licensees, permittees, concessionaires and any other occupants of any portion of the Premises, but excluding Sublessees of individual apartment units), keep records sufficient to permit County and County's auditors to determine the proper levels of Annual Minimum Rent, Percentage Rent, Net Proceeds Share, Net Refinancing Proceeds and other sums due under this Lease, and to verify the amount and use of the Permitted Capital Expenditures.

14.3 Statement; Payment. No later than the fifteenth (15th) day of each calendar month, Lessee shall render to County a detailed statement showing Gross Receipts during the preceding calendar month, together with its calculation of the amount payable to County under Sections 4.2 through 4.8 inclusive, and shall accompany same with remittance of amount so shown to be due.

14.4 Availability of Records for Inspector's Audit. Books of account and records hereinabove required shall be kept or made available at the Premises or at another location within Los Angeles County, and County and other governmental authorities shall have the right at any reasonable times, after advance written notice has been provided to Lessee in accordance with Section 14.4.1 below, to examine and audit said books and records, without restriction, for the purpose of determining the accuracy thereof and of the monthly statements of Gross Receipts

derived from occupancy of the Premises and the compliance of Lessee with the terms of this Lease and other governmental requirements. This Section 14.4 shall survive the expiration of the Term or other termination of this Lease for thirty six (36) months after such expiration or termination.

14.4.1 Entry by County. Upon at least three (3) business days' advance written notice, County and its duly authorized representatives or agents may enter upon the Premises at any and all reasonable times during the Term of this Lease for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County.

14.5 Cost of Audit. In the event that, for any reason, Lessee does not make available its (or its Sublessee's) original records and books of account at the Premises or at a location within Los Angeles County as required pursuant to the terms hereof, Lessee agrees to pay all expenses incurred by County in conducting any audit at the location where said records and books of account are maintained. In the event that any audit discloses a discrepancy in County's favor of greater than two percent (2%) of the revenue due County for the period audited, then Lessee shall pay County audit contract costs, together with the amount of any identified deficiency, with interest thereon and Late Fee provided by Section 4.5. In the event that a County audit determines that Lessee has overpaid County, then the terms and provisions of the last sentence of Section 14.7 below shall be applicable to such overpayment.

14.6 Additional Accounting Methods. Upon written notice from County, County may require the installation of any additional accounting methods or machines which are typically used by major residential management companies in West Los Angeles and which County reasonably deems necessary if the system then being used by Lessee does not adequately verify sales for audit or customer receipt purposes.

14.7 Annual Financial Statements. Within six (6) months after the end of each Lease Year, Lessee shall deliver to County a statement of Gross Receipts for such year (including a breakdown by Percentage Rent category) and the amount of any Permitted Capital Expenditures in such year, certified by a Certified Public Accountant who is a member of the American Institute of Certified Public Accounts and is reasonably satisfactory to County. All financial statements prepared by or on behalf of Lessee shall be prepared in a manner that permits County to determine the financial results of operations in connection with Lessee's activities at, from or relating to the Premises, notwithstanding that Lessee may have income and expenses from other activities unrelated to its activities on the Premises. In the event that it is determined that Lessee has overpaid County, Lessee may deduct the amount from subsequent rent payments until the full amount of such overpayment has been repaid, or if the Term expires prior to Lessee having been fully repaid, County shall refund the remaining balance to Lessee within thirty (30) days after the end of the Term and the completion of all audits.

14.8 Accounting Obligations of Sublessees. Lessee shall cause all Sublessees (including licensees, concessionaires and others conducting business operations on or from the Premises, but excluding Sublessees under Approved Apartment Subleases that occupy their premises primarily for residential purposes and not for the operation of business) to comply with

all terms of this Article 14 with respect to the maintenance, form, availability and methodology of accounting records.

14.9 Inadequacy of Records. In the event that Lessee or its Sublessees (including licensees or concessionaires) fail to keep the records required by this Article 14 such that a Certified Public Accountant is unable to issue an unqualified opinion as to Gross Receipts, such failure shall be deemed a breach of this Lease by Lessee. In addition to the other remedies available to County at law or equity as a result of such breach, County may prepare a calculation of the Percentage Rent payable by Lessee during the period in which the accounting records were inadequately maintained. Such calculation may be based on the past Gross Receipts levels on or from the Premises, the past or present level of Gross Receipts experienced by tenants of comparable leaseholds in Marina del Rey with comparable business operations, or any other method as determined by Director and shall utilize such methodology as Director deems reasonable. Within five (5) days after receipt of County's reasonable determination of Percentage Rent due, if any, Lessee shall pay such Percentage Rent, together with a late fee of six percent (6%) and interest to the date of payment at the Applicable Rate from the date upon which each unpaid installment of Percentage Rent was due, together with County's Actual Cost in connection with the attempted audit of the inadequate records and the reconstruction and estimation of Gross Receipts and the calculation of Percentage Rent due.

15. MISCELLANEOUS.

15.1 Quiet Enjoyment. Lessee, upon performing its obligations hereunder, shall have the quiet and undisturbed possession of the Premises throughout the Term of this Lease, subject, however, to the terms and conditions of this Lease.

15.2 Time is of the Essence. Except as specifically otherwise provided for in this Lease, time is of the essence of this Lease and applies to all times, restrictions, conditions, and limitations contained herein.

15.3 County Costs. Lessee shall promptly reimburse County for the Actual Costs incurred by County in the review, negotiation, preparation and documentation of this Lease and the term sheets and memoranda that preceded it.

15.4 County Disclosure and Lessee's Waiver.

15.4.1 Disclosures and Waiver.

15.4.1.1 "AS IS". Lessee acknowledges that it is currently in possession of the Premises and that Lessee or its predecessor-in-interest has continuously occupied and/or managed and operated the Premises since 1961. Lessee accepts the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party to this Lease, at the time of the execution of this Lease by Lessee. Lessee hereby acknowledges that it has performed all investigations required by Lessee, including without limitation soils and engineering inspections, in connection with its acceptance of the Premises "AS IS".

15.4.1.2 Lessee acknowledges that the present condition of the Premises may cause Lessee to incur additional engineering and construction costs above and beyond those contemplated by either party to this Lease at the time of the execution hereof and Lessee agrees that, it will make no demands upon County for any construction, alterations, or any kind of labor that may be necessitated in connection with the present condition of the Premises.

15.4.1.3 Lessee hereby waives, withdraws, releases, and relinquishes any and all claims, suits, causes of action (other than a right to terminate as otherwise provided in this Lease), rights of rescission, or charges against County, its officers, agents, employees or volunteers which Lessee now has or may have or asserts in the future which are based upon any defects in the physical condition of the Premises and the soil thereon and thereunder, regardless of whether or not said conditions were known at the time of the execution of this instrument.

15.4.1.4 California Civil Code Section 1542 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.

By initialing this paragraph, Lessee acknowledges that it has read, is familiar with, and waives the provisions of California Civil Code §1542 set forth above, and agrees to all of the provisions of Subsection 15.4.1.3 above.

\_\_\_\_\_  
Lessee's Initials

15.4.2 Right of Offset. Lessee acknowledges that the rent provided for in this Lease has been agreed upon in light of Lessee's construction, maintenance and repair obligations set forth herein, and, notwithstanding anything to the contrary provided in this

Lease or by Applicable Law, Lessee hereby waives any and all rights, if any, to make repairs at the expense of County and to deduct or offset the cost thereof from the Annual Minimum Rent, Monthly Minimum Rent, Percentage Rent or any other sums due County hereunder.

15.5 Holding Over. If Lessee holds over after the expiration of the Term for any cause, with or without the express or implied consent of County, such holding over shall be deemed to be a tenancy from month-to-month only, and shall not constitute a renewal or extension of the Term. During any such holdover period, the Minimum Monthly Rent and Percentage Rent rates in effect at the end of the Term shall be increased to one hundred twenty-five percent (125%) of such previously effective amounts. Such holdover shall otherwise be subject to the same terms, conditions, restrictions and provisions as herein contained. Such holding over shall include any time employed by Lessee to remove machines, appliances and other equipment during the time periods herein provided for such removal, except as expressly provided in Subsection 2.3.2 with respect to any Post Term Removal Period.

Nothing contained herein shall be construed as consent by County to any holding over by Lessee, and County expressly reserves the right to require Lessee to surrender possession of the Premises to County as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Section 15.5 shall not be deemed to limit or constitute a waiver of any other rights or remedies of County provided at law or in equity. If Lessee fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to County accruing therefrom, Lessee shall protect, defend, indemnify and hold County harmless from all losses, costs (including reasonable attorneys' fees), damages, claims and liabilities resulting from such failure, including, without limitation, any claims made by any succeeding tenant ground lessee (or subtenant) arising from such failure to surrender, and any lost profits to County resulting therefrom.

15.6 Waiver of Conditions or Covenants. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements of this Lease shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement of this Lease, nor shall failure on the part of either party to require exact full and complete compliance with any of the covenants, conditions, terms, or agreements of this Lease be construed as in any manner changing the terms hereof or estopping that party from enforcing the full provisions hereof, nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written agreement of County and Lessee. No delay, failure, or omission of County to re-enter the Premises or of either party to exercise any right, power, privilege, or option, arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Lessee shall be required to restore or revive "time of the essence" after the waiver by County of any default. Except as specifically provided in this Lease, no option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances.

15.7 Remedies Cumulative. The rights, powers, options, and remedies given County by this agreement shall be cumulative except as otherwise specifically provided for in this Lease.

15.8 Authorized Right of Entry. In any and all cases in which provision is made herein for termination of this Lease, or for exercise by County of right of entry or re-entry upon the Premises in the case of an Event of Default, or in case of abandonment or vacation of the Premises by Lessee, Lessee hereby irrevocably authorizes County to enter upon the Premises and remove any and all persons and property whatsoever situated upon the Premises and place all or any portion of said property, except such property as may be forfeited to County, in storage for the account of and at the expense of Lessee.

Lessee agrees to indemnify, defend and save harmless County from any cost, expense, loss or damage arising out of or caused by any such lawful entry or re-entry upon the Premises in the case of an Event of Default, including the removal of persons and property and storage of such property by County and its agents.

15.9 Place of Payment and Filing. All rentals shall be paid to and all statements and reports herein required and other items deliverable to County hereunder shall be filed with or delivered to the Department. Checks, drafts, letters of credit and money orders shall be made payable to the County of Los Angeles.

15.10 Service of Written Notice or Process. Any notice required to be sent under this Lease shall be in compliance with and subject to this Section 15.10. If Lessee is not a resident of the State of California, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, Lessee shall file with Director a designation of a natural person residing in the County of Los Angeles, State of California, or a service company, such as CT Corporation, which is authorized to accept service, giving his or its name, residence, and business address, as the agent of Lessee for the service of process in any court action between Lessee and County, arising out of or based upon this Lease, and the delivery to such agent of written notice or a copy of any process in such action shall constitute a valid service upon Lessee.

If for any reason service of such process upon such agent is not possible, then any officer of Lessee may be personally served with such process outside of the State of California and such service shall constitute valid service upon Lessee; and it is further expressly agreed that Lessee is amenable to such process and submits to the jurisdiction of the court so acquired and waives any and all objection and protest thereto.

Written notice addressed to Lessee at the addresses below-described, or to such other address that Lessee may in writing file with Director, shall be deemed sufficient if said notice is delivered personally, by telecopy or facsimile transmission or, provided in all cases there is a return receipt requested (or other similar evidence of delivery by overnight delivery service) and postage or other delivery charges prepaid, by registered or certified mail posted in the County of Los Angeles, California, Federal Express or DHL, or such other services as Lessee and County may mutually agree upon from time to time. Each notice shall be deemed received and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run from the date of actual receipt of the notice by the addressee thereof in the case of personal delivery, telecopy or facsimile transmission if before 5:00 p.m. on regular business days, or upon the date of delivery or attempted delivery in the case of registered or certified mail, as evidenced by the mail receipt (but in any case not later than the date of actual receipt).

Copies of any written notice to Lessee shall also be simultaneously mailed to any Encumbrance Holder, Major Sublessee or encumbrancer of such Major Sublessee of which County has been given written notice and an address for service. Notice given to Lessee as provided for herein shall be effective as to Lessee notwithstanding the failure to send a copy to such Encumbrance Holder, Major Sublessee or encumbrancer.

As of the date of execution hereof, the persons authorized to receive notice on behalf of County and Lessee are as follows:

COUNTY: Director  
Department of Beaches and Harbors  
Los Angeles County  
13837 Fiji Way  
Marina del Rey, California 90292  
Phone: 310/305-9522  
Fax: 310/821-6345

With a Copy to: Office of County Counsel  
Los Angeles County  
500 West Temple Street  
Los Angeles, California 90012  
Attn: County Counsel  
Phone: 213/974-1801  
Fax: 213/617-7182

LESSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Either party shall have the right to change its notice address by written notice to the other party of such change in accordance with the provisions of this Section 15.10.

15.11 Interest. In any situation where County has advanced sums on behalf of Lessee pursuant to this Lease, such sums shall be due and payable within five (5) business days after Lessee's receipt of written demand, together with interest at the Applicable Rate (unless another rate is specifically provided herein) from the date such sums were first advanced, until the time payment is received. In the event that Lessee repays sums advanced by County on Lessee's

behalf with interest in excess of the maximum rate permitted by Applicable Laws, County shall either refund such excess payment or credit it against subsequent installments of Annual Minimum Rent and Percentage Rent.

15.12 Captions. The captions and headings contained in this Lease are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Lease.

15.13 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Lease, whether or not pursued to judgment, the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation reasonable attorneys' fees for County Counsel's services where County is represented by the County Counsel and is the prevailing party, and also including the fees, costs and expenses incurred by the prevailing party in executing, perfecting, enforcing and collecting any judgment.

15.14 Amendments. This Lease may only be amended in writing executed by duly authorized officials of Lessee and County. Notwithstanding the foregoing, Director shall have the power to execute such amendments to this Lease as are necessary to implement any arbitration judgment issued pursuant to this Lease. Subject to Section 16.13, no amendment shall be binding upon an Encumbrance Holder as to which County has been notified in writing, unless the consent of such Encumbrance Holder is obtained with respect to such amendment.

15.15 Time For Director Approvals. Except where a different time period is specifically provided for in this Lease, or except as expressly provided to the contrary in this Lease, whenever in this Lease the approval of Director is required, approval shall be deemed not given unless within thirty (30) days after the date of the receipt of the written request for approval from Lessee, Director either (a) approves such request in writing, or (b) notifies Lessee that it is not reasonably possible to complete such review within the thirty (30)-day period, provides a final date for approval or disapproval by Director (the "**Extended Time**") and approves such request in writing prior to such Extended Time. Except as expressly provided to the contrary in this Lease, if Director does not approve such request in writing within such Extended Time, the request shall be deemed to be disapproved.

15.16 Time For County Action. Notwithstanding anything to the contrary contained in this Lease, wherever Director in good faith determines that a County action required hereunder necessitates approval from or a vote of one or more of County's boards or commissions or County's Board of Supervisors, the time period for County performance of such action shall be extended as is necessary in order to secure such approval or vote, and County shall not be deemed to be in default hereunder in the event that it fails to perform such action within the time periods otherwise set forth herein provided that following receipt of the necessary approval or vote County diligently proceeds to perform the action.

15.17 Estoppel Certificates. Each party agrees to execute, within ten (10) business days after the receipt of a written request therefor from the other party, a certificate stating: (i) that this Lease is in full force and effect and is unmodified (or stating otherwise, if true); (ii) that, to the best knowledge of such party, the other party is not then in default under the terms of this Lease (or stating the grounds for default if such be the case); and (iii) if requested, the amount of the

Security Deposit, Annual Minimum Rent, Percentage Rent and other material economic terms and conditions of this Lease. Prospective purchasers, Major Sublessees and Encumbrance Holders may rely on such statements.

15.18 Indemnity Obligations. Whenever in this Lease there is an obligation to indemnify, hold harmless and/or defend, irrespective of whether or not the obligation so specifies, it shall include the obligation to defend and pay reasonable attorney's fees, reasonable expert fees and court costs.

15.19 Controlled Prices. Lessee shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Premises, whether the same are supplied by Lessee or by its Sublessees, assignees, concessionaires, permittees or licensees. Said prices shall be fair and reasonable, based upon the following two (2) considerations: first, that the property herein demised is intended to serve a public use and to provide needed facilities to the public at fair and reasonable cost; and second, that Lessee is entitled to a fair and reasonable return upon his investment pursuant to this Lease. In the event that Director notifies Lessee that any of said prices are not fair and reasonable, Lessee shall have the right to confer with Director and to justify said prices. If, after reasonable conference and consultation, Director shall determine that any of said prices are not fair and reasonable, the same shall be modified by Lessee or its Sublessees, assignees, concessionaires, permittees or licensees, as directed. Lessee may appeal the determination of Director to the Board, whose decision shall be final and conclusive. Pending such appeal, the prices fixed by Director shall be the maximum charged by Lessee.

15.20 Waterfront Promenade. The Renovation Work includes the development (or as applicable, renovation) by Lessee of a continuous pedestrian walkway with landscaping, lighting, seating, fencing and other improvements (the "**Promenade**") as described in the Renovation Plan and in accordance with the Final Plans and Specifications for such work described in Article 5. County hereby reserves a public easement for access over and use of the Promenade for fire lane uses, pedestrian purposes and such other related uses (including, if approved by County, bicycling, rollerblading and similar activities) as may be established by County from time to time, all in accordance with such rules and regulations as are promulgated from time to time by County regulating such public use. Lessee shall be responsible for the maintenance and repair of the Promenade in accordance with commercially reasonable maintenance and repair standards for the Promenade established by County from time to time on a nondiscriminatory basis. The exact legal description of the Premises encumbered by the public easement reserved herein shall be established based upon the final as-built drawings for the Promenade to be delivered by Lessee upon the completion thereof in accordance with the terms and provisions of Subsection 5.7.7 of this Lease. At the request of either party, such legal description shall be recorded in the Official Records of Los Angeles County as a supplement to this Lease.

15.21 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance is to any extent held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

15.22 Entire Agreement. This Lease (including the Exhibits hereto) contains all of the agreements of the parties hereto with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters will be effective for any purpose unless specifically provided under, or incorporated in, the provisions of this Lease. There are no covenants, promises, agreements, representations, warranties or understandings, either oral or written, between County, in its proprietary capacity, or Lessee regarding the Premises other than as are set forth herein (and in the Exhibits hereto).

15.23 Independent Business. The relationship between County and Lessee is solely that of landlord and tenant, and is not and will not be deemed to be a partnership, joint venture or agency relationship.

15.24 Broker's Commissions. Each of the parties represents and warrants that it has not engaged a broker or done anything to incur a claim for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and defend and hold it harmless from, all liability arising from any such claim to the extent arising from the indemnifying party's acts or omissions, including, without limitation, the cost of attorneys' fees in connection therewith.

## 16. ARBITRATION.

Except as otherwise provided by this Article 16, disputed matters which may be arbitrated pursuant to this Lease shall be submitted to binding arbitration in accordance with the then existing provisions of the California Arbitration Act, which as of the date hereof is contained in Title 9 of Part III of the California Code of Civil Procedure, commencing with Section 1280.

(a) Either party (the “**Initiating Party**”) may initiate the arbitration process by sending written notice (“**Request for Arbitration**”) to the other party (the “**Responding Party**”) requesting initiation of the arbitration process and setting forth a brief description of the dispute or disputes to be resolved and the contention(s) of the Initiating Party. Within ten (10) days after service of the Request for Arbitration, the Responding Party shall file a “**Response**” setting forth the Responding Party’s description of the dispute and the contention(s) of Responding Party. If Responding Party has any “**Additional Disputes**” such party shall follow the format described for the Initiating Party. The Initiating Party will respond within ten (10) days after service of the Additional Disputes setting forth Initiating Party’s description of the Additional Disputes and contentions regarding the Additional Disputes.

(b) Notwithstanding anything to the contrary which may now or hereafter be contained in the California Arbitration Act, the parties agree that the following provisions shall apply to any and all arbitration proceedings conducted pursuant to this Lease:

16.1 Selection of Arbitrator. The parties shall attempt to agree upon an arbitrator who shall decide the matter. If, for any reason, the parties are unable to agree upon the arbitrator within ten (10) days of the date the Initiating Party serves a Request for Arbitration on the

Responding Party, then at any time on or after such date either party may petition for the appointment of the arbitrator as provided in California Code of Civil Procedure Section 1281.6. The arbitrator shall satisfy the qualifications set forth in Section 16.2 below.

16.2 Arbitrator. The arbitrator shall be a retired judge of the California Superior Court, Court of Appeal or Supreme Court, or any United States District Court or Court of Appeals located within the State, who has agreed to resolve civil disputes.

16.3 Scope of Arbitration. County and Lessee affirm that the mutual objective of such arbitration is to resolve the dispute as expeditiously as possible. The arbitration process shall not apply or be used to determine issues other than (i) those presented to the arbitrator by the Initiating Party provided those disputes are arbitrable disputes pursuant to this Lease, (ii) Additional Disputes presented to the arbitrator by the Responding Party, provided that any such Additional Disputes constitute arbitrable disputes pursuant to this Lease and (iii) such related preliminary or procedural issues as are necessary to resolve (i) and/or (ii) above. The arbitrator shall render an award. Either party may, at its sole cost and expense, request a statement of decision explaining the arbitrator's reasoning which shall be in such detail as the arbitrator may determine. Unless otherwise expressly agreed by the parties in writing, the award shall be made by the arbitrator no later than the sooner of six (6) months after the date on which the arbitrator is selected by mutual agreement or court order, whichever is applicable, or five (5) months after the date of a denial of a petition to disqualify a potential arbitrator for cause. County and Lessee hereby instruct the arbitrator to take any and all actions deemed reasonably necessary, appropriate or prudent to ensure the issuance of an award within such period. Notwithstanding the foregoing, failure to complete the arbitration process within such period shall not render such arbitration or any determination made therein void or voidable; however, at any time after the expiration of the foregoing five (5) or six (6) month periods, as applicable, either party may deliver written notice to the arbitrator and the other party declaring such party's intent to terminate the arbitration if the award is not issued within a specified number of days after delivery of such notice. If the arbitrator's award is not issued prior to the expiration of said specified period, the arbitration shall be terminated and the parties shall recommence arbitration proceedings pursuant to this Article 16.

16.4 Immunity. The parties hereto agree that the arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator pursuant to this Lease.

16.5 Section 1282.2. The provisions of Code of Civil Procedure § 1282.2 shall apply to the arbitration proceedings except to the extent they are inconsistent with the following:

(1) Unless the parties otherwise agree, the arbitrator shall appoint a time and place for the hearing and shall cause notice thereof to be served as provided in said § 1282.2 not less than ninety (90) days before the hearing, regardless of the aggregate amount in controversy.

(2) No later than sixty (60) days prior to the date set for the hearing (unless, upon a showing of good cause by either party, the arbitrator establishes a different period), in lieu of the exchange and inspection authorized by Code of Civil Procedure § 1282.2(a)(2)(A), (B) and (C), the parties shall simultaneously exchange the following documents by personal delivery to each other and to the arbitrator:

(a) a written statement of position setting forth in detail that party's final position regarding the matter in dispute and specific numerical proposal for resolution of monetary disputes ("**Statement of Position**");

(b) a list of witnesses each party intends to call at the hearing, designating which witnesses will be called as expert witnesses and a summary of each witness's testimony;

(c) a list of the documents each intends to introduce at the hearing, together with complete and correct copies of all of such documents; and,

(d) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence (as defined below) each intends to introduce at the hearing, together with complete and correct copies of all of such Written Appraisal Evidence.

(3) No later than twenty (20) days prior to the date set for the hearing, each party may file a reply to the other party's Statement of Position ("**Reply**"). The Reply shall contain the following information:

(a) a written statement, to be limited to that party's rebuttal to the matters set forth in the other party's Statement of Position;

(b) a list of witnesses each party intends to call at the hearing to rebut the evidence to be presented by the other party, designating which witnesses will be called as expert witnesses;

(c) a list of the documents each intends to introduce at the hearing to rebut the evidence to be presented by the other party, together with complete and correct copies of all of such documents (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such documents);

(d) if the issue involves Fair Market Rental Value or a valuation matter, a list of all Written Appraisal Evidence, or written critiques of the other party's Written Appraisal Evidence if any, each intends to introduce at the hearing to rebut the evidence presented by the other party, together with complete and correct copies of all of such Written Appraisal Evidence (unless, upon a showing of good cause by either party, the arbitrator establishes a different deadline for delivering true and correct copies of such Written Appraisal Evidence); and

(e) Witnesses or documents to be used solely for impeachment of a witness need not be identified or produced.

(4) The arbitrator is not bound by the rules of evidence, but may not consider any evidence not presented at the hearing. The arbitrator may exclude evidence for any reason a court may exclude evidence or as provided in this Lease.

16.6 Statements of Position. The Statement of Position to be delivered by Section 16.5 shall comply with the following requirements:

(1) Where the dispute involves rent to be charged, market values, insurance levels or other monetary amounts, the Statements of Position shall numerically set forth the existing minimum rent, percentage rent, market value, insurance level and/or other monetary amounts in dispute, the party's proposed new minimum rent, percentage rent, market value, insurance level and/or other monetary amounts, and shall additionally set forth the facts supporting such party's position.

(2) If the dispute relates to Improvement Costs, the Statements of Position shall set forth the facts supporting such party's position and the amount of each cost which the party believes should be allowed or disallowed.

16.7 Written Appraisal Evidence. Neither party may, at any time during the proceedings, introduce any written report which expresses an opinion regarding Fair Market Rental Value or the fair market value of the Premises, or any portion thereof, ("**Written Appraisal Evidence**") unless such Written Appraisal Evidence substantially complies with at least the following standards: it shall describe the Premises; identify the uses permitted thereon; describe or take into consideration the terms, conditions and restrictions of this Lease; correlate the appraisal method(s) applied; discuss the relevant factors and data considered; review rentals paid by lessees in Marina del Rey and other marina locations within Southern California who are authorized to conduct similar activities on comparable leaseholds; and, describe the technique of analysis, limiting conditions and computations that were used in the formulation of the valuation opinion expressed. With respect to disputes regarding Fair Market Rental Value, such Written Appraisal Evidence shall express an opinion regarding the fair market rental value of the Premises as prescribed by Section 4.4.1. Written Appraisal Evidence in connection with disputes arising out of Article 6 of this Lease shall predicate any valuation conclusions contained therein on the Income Approach. Written Appraisal Evidence shall in all other respects be in material conformity and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of The Appraisal Institute or any successor entity.

16.8 Evidence. The provisions of Code of Civil Procedure § 1282.2(a)(2)(E) shall not apply to the arbitration proceeding. The arbitrator shall have no discretion to allow a party to introduce witnesses, documents or Written Appraisal Evidence (other than impeachment testimony) unless such information was previously delivered to the other party in accordance with Section 16.5 and, in the case of Written Appraisal Evidence, substantially complies with the requirements of Section 16.7, or such evidence consists of a transcript of a deposition of an expert witness conducted pursuant to Section 16.9. Notwithstanding the foregoing, the arbitrator may allow a party to introduce evidence which, in the exercise of reasonable diligence, could not have been delivered to the other party in accordance with Section 16.5, provided such evidence is otherwise permissible hereunder.

16.9 Discovery. The provisions of Code of Civil Procedure § 1283.05 shall not apply to the arbitration proceedings except to the extent incorporated by other sections of the California Arbitration Act which apply to the arbitration proceedings. There shall be no pre-arbitration discovery except as provided in Section 16.5; provided, however, each party shall have the right,

no later than seven (7) days prior to the date first set for the hearing, to conduct a deposition, not to exceed three (3) hours in duration unless the arbitrator otherwise determines that good cause exists to justify a longer period, of any person identified by the other party as an expert witness pursuant to Sections 16.5 (2)(b) or 16.5 (3)(b).

#### 16.10 Awards of Arbitrators.

16.10.1 Monetary Issues. With respect to monetary disputes (including without limitation disputes regarding Percentage Rent, Fair Market Rental Value and the amount of coverage under the policies of insurance required pursuant to Article 9 of this Lease), the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position. The arbitrator shall instead select whichever of the two Statements of Position is the closest to the monetary or numerical amount that the arbitrator determines to be the appropriate determination of the rent, expense, claim, cost, delay, coverage or other matter in dispute and shall render an award consistent with such Statement of Position. For purposes of this Section 16.10, each dispute regarding Annual Minimum Rent, each category of Percentage Rent and the amount of required insurance coverage shall be considered separate disputes (a “**Separate Dispute**”). While the arbitrator shall have no right to propose a middle ground or any proposed modification of either Statement of Position concerning a Separate Dispute, the arbitrator shall have the right, if the arbitrator so chooses, to choose one party’s Statement of Position on one or more of the Separate Disputes, while selecting the other party’s Statement of Position on the remaining Separate Disputes. For example, if the parties are unable to agree on the Annual Minimum Rent and three Percentage Rent categories to be renegotiated pursuant to Section 4.4 and the amount of liability insurance coverage to be renegotiated pursuant to Section 9.6, then there shall be five Separate Disputes and the arbitrator shall be permitted to select the County’s Statement of Position with respect to none, some or all of such five Separate Disputes and select the Lessee’s Statement of Position, on the balance, if any, of such five Separate Disputes. Upon the arbitrator’s selection of a Statement of Position, pursuant to this Article 16, the Statement of Position so chosen and the award rendered by the arbitrator thereon shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.10.2 Nonmonetary Issues. With respect to nonmonetary issues and disputes, the arbitrator shall determine the most appropriate resolution of the issue or dispute, taking into account the Statements of Position submitted by the parties, and shall render an award accordingly. Such award shall be final and binding upon the parties, absent Gross Error on the part of the arbitrator.

16.11 Powers of Arbitrator. In rendering the award, the arbitrator shall have the power to consult or examine experts or authorities not disclosed by a party pursuant to Section 16.5(2) hereof, provided that each party is afforded the right to cross-examine such expert or rebut such authority.

16.12 Costs of Arbitration. Lessee and County shall equally share the expenses and fees of the arbitrator, together with other expenses of arbitration incurred or approved by the arbitrator.

Failure of either party to pay its share of expenses and fees constitutes a material breach of such party's obligations hereunder.

16.13 Amendment to Implement Judgment. Within ten (10) days after the issuance of any award by the arbitrator becomes final (i.e., upon the expiration of the period set forth in California Code of Civil Procedure § 1288 for the filing of a petition to vacate or correct the award), County will draft a proposed amendment to the Lease setting forth the relevant terms of such award and transmit such proposed amendment to Lessee and any Encumbrance Holder(s) as to which County has been provided written notice, for their review. Within ten (10) days after delivery of the proposed amendment to Lessee and such Encumbrance Holder(s) for their review, Lessee or any such Encumbrance Holder(s) shall have the right to notify County in writing of any deficiencies or errors in the proposed amendment. If County does not receive notice of a deficiency or error within such ten (10) day period, then Lessee shall execute the amendment within seven (7) days after the end of such ten (10) day period and such amendment shall be binding on Lessee and all Encumbrance Holders. If the parties (including an Encumbrance Holder) shall, in good faith, disagree upon the form of any such amendment, such disagreement shall be submitted to the arbitrator for resolution. Upon execution by Lessee, any amendment described in this Section 16.13 shall thereafter be executed by County as soon as reasonably practicable.

16.14 Impact of Gross Error Allegations. Where either party has charged the arbitrator with Gross Error:

16.14.1 The award shall not be implemented if the party alleging Gross Error obtains a judgment of a court of competent jurisdiction stating that the arbitrator was guilty of Gross Error and vacating the arbitration award (“**Disqualification Judgment**”). In the event of a Disqualification Judgment, the arbitration process shall begin over immediately in accordance with this Section 16.14, which arbitration shall be conducted (with a different arbitrator) as expeditiously as reasonably possible.

16.14.2 The party alleging Gross Error shall have the burden of proof.

16.14.3 For the purposes of this Section 16.14, the term “**Gross Error**” shall mean that the arbitration award is subject to vacation pursuant to California Code of Civil Procedure § 1286.2 or any successor provision.

16.15 Notice.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE

COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

\_\_\_\_\_  
Initials of Lessee

\_\_\_\_\_  
Initials of County

17. DEFINITION OF TERMS; INTERPRETATION.

17.1 Meanings of Words Not Specifically Defined. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in Section 1.1, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Except as expressly provided in this Lease, the words “hereof,” “herein” and “hereunder” and words of similar import when used in this Lease shall refer to this Lease as a whole and not to any particular provision of this Lease.

17.2 Tense; Gender; Number; Person. Words used in this Lease in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter and the neuter includes the masculine and feminine; the singular number includes the plural and the plural the singular; the word “person” includes a corporation, partnership, limited liability company or similar entity, as well as a natural person.

17.3 Business Days. For the purposes of this Lease, “**business day**” shall mean a business day as set forth in Section 9 of the California Civil Code, and shall include “Optional Bank Holidays” as defined in Section 7.1 of the California Civil Code.

17.4 Parties Represented by Consultants, Counsel. Both County and Lessee have entered this Lease following advice from independent financial consultants and legal counsel of their own choosing. This document is the result of combined efforts of both parties and their consultants and attorneys. Thus, any rule of law or construction which provides that ambiguity in a term or provision shall be construed against the draftsman shall not apply to this Lease.

17.5 Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of California.

17.6 Reasonableness Standard. Except where a different standard or an express response period is specifically provided herein, whenever the consent of County or Lessee is required under this Lease, such consent shall not be unreasonably withheld, conditioned or delayed, and whenever this Lease grants County or Lessee the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, County and Lessee shall act reasonably and in good faith. These provisions shall only apply to County acting in its proprietary capacity.

17.7 Compliance with Code. County and Lessee agree and acknowledge that this Lease satisfies the requirements of Sections 25536 and 25907 of the California Government Code as a result of various provisions contained herein.

17.8 Memorandum of Lease. The parties hereto shall execute and acknowledge a memorandum of lease extension, in recordable form and otherwise satisfactory to the parties hereto, for recording as soon as is practicable on or following the Effective Date.

17.9 Counterparts. This Lease may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Lease as of the Effective Date.

<p>THE COUNTY OF LOS ANGELES</p> <p>By: _____ Chair, Board of Supervisors</p> <p>ATTEST:</p> <p>SACHI A. HAMAI, Executive Officer of the Board of Supervisors</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>ANDREA SHERIDAN ORDIN, County Counsel</p> <p>By: _____ Deputy</p> <p>APPROVED AS TO FORM:</p> <p>MUNGER, TOLLES &amp; OLSON LLP</p> <p>By: _____</p>	<p>LYON VILLA VENETIA, LLC, a Delaware limited liability company</p> <p>By: Lyon Treetop, LLC, a Delaware limited liability company, its managing member</p> <p>By: _____ Name: _____ Its: _____</p> <p>LYON VILLA VENETIA II, LLC, a Delaware limited liability company</p> <p>By: Lyon Peppertree, LLC, a Delaware limited liability company, its managing member</p> <p>By: _____ Name: _____ Its: _____</p> <p>WOLFF VILLA VENETIA 224, LLC, a Delaware limited liability company</p> <p>By: Wolff Villa Venetia 224 Holding Company, LLC, a Washington limited liability company, its managing member</p> <p>By: _____ Name: _____ Its: _____</p> <p>WOLFF VILLA VENETIA 224 II, LLC, a Delaware limited liability company</p> <p>By: Wolff Villa Venetia 224 II Holding Company, LLC, a Washington limited liability company, its managing member</p> <p>By: _____ Name: _____ Its: _____</p>
---	---

**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

Parcels 892 to 898 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Recorder of said County.

Excepting therefrom that portion of Parcel 892 which lies northeasterly, easterly and southeasterly of a curve concave to the west, having a radius of 55 feet, tangent to the northeasterly line of said Parcel 892 and tangent to the southeasterly line of said Parcel 892.

Also excepting therefrom that portion of Parcel 892 which lies northerly of said northeasterly line of Parcel 892 and its northwesterly prolongation.

Also reserving and excepting unto the County of Los Angeles rights of way for sanitary sewers, access, fire access and harbor utility purposes in and across those portions thereof designated on said map as easements to be reserved by said County for such purposes.

And subject to the public easement reserved in Section 15.20 of the foregoing Lease.

**EXHIBIT B**  
**RENOVATION PLAN**

See attached.

**TERM SHEET EXHIBIT B – PARCEL 64**

August 25, 2010

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<b>1) SCOPE OF WORK</b>	
<p><b>A reasonably detailed, written narrative description of the work to be done, including each of the following:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>All new construction and renovation</b></li> <li><input type="checkbox"/> <b>Timing for the start of the work</b></li> <li><input type="checkbox"/> <b>Timing for the completion of the work</b></li> </ul> <p><b>The narrative shall include all applicable components of the project, grouped as set forth below.</b></p>	
<p><b>a) Apartments, Office and Commercial (Note: for renovation-only apartment projects, use "Renovation Comparison Worksheet" instead of this section)</b></p>	
<ul style="list-style-type: none"> <li>• <b>Demolition (of existing improvements prior to commencing work)</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"
<ul style="list-style-type: none"> <li>• <b>New building construction</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"
<ul style="list-style-type: none"> <li>• <b>Remodeled building exteriors</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"
<ul style="list-style-type: none"> <li>• <b>Remodeled building interiors</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"
<ul style="list-style-type: none"> <li>• <b>Remodeled interior building common areas</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"
<ul style="list-style-type: none"> <li>• <b>Remodeled exterior building common areas</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<ul style="list-style-type: none"> <li>• <b>Landscaping</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"
<b>b) Marina</b>	
<ul style="list-style-type: none"> <li>• <b>Replacement of docks and slips, including design and materials</b></li> </ul>	This item does not apply because there currently are no slips on the property and there is no intention of adding any slips as part of this renovation effort.
<ul style="list-style-type: none"> <li>• <b>Retention of existing slip count, including slip count before and after by slip size</b></li> </ul>	This item does not apply because there currently are no slips on the property and there is no intention of adding any slips as part of this renovation effort.
<ul style="list-style-type: none"> <li>• <b>Retention of marine commercial facilities, including area count before and after for each category</b></li> </ul>	This item does not apply because there currently are no marine commercial facilities on the property and there is no intention of adding any as part of this renovation effort.
<b>c) Promenade</b>	
<ul style="list-style-type: none"> <li>• <b>Walkway design and materials</b></li> </ul>	The Waterfront Promenade will feature enhanced paving materials to create an aesthetic quality to match the renovated property. Scored concrete modules create a sense of movement akin to the water of the marina and ocean beyond while allowing for pedestrian, bike and emergency vehicle traffic.
<ul style="list-style-type: none"> <li>• <b>Fencing design and materials</b></li> </ul>	Fencing along the Waterfront Promenade will be marine grade railing and pickets to endure the harsh waterfront conditions of the marine environment. The fencing will provide unobstructed views, reduced maintenance and maintain the nautical aesthetic of the marina and surrounding waterfront.

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<ul style="list-style-type: none"> <li>• <b>Lighting design and materials</b></li> </ul>	<p>Waterfront Promenade lighting will be installed to provide visual security and function as an element to enhance the nautical design aesthetic, while limiting light pollution for dark skies considerations. Pedestrian pole lights will be installed to compliment the promenade fencing and seamlessly blend with the overall composition of materials. Bollard lights will also be installed as part of the fence and railing to provide light at the lower pedestrian level and reduce the need for additional pole lights.</p>
<b>d) Signage</b>	
<ul style="list-style-type: none"> <li>• <b>New signage program</b></li> </ul>	See Exhibit A-41, "Renovation Comparison Worksheet"

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<b>2) PLANS &amp; DRAWINGS</b>	
<b>Preliminary plans for all work to be done</b>	
<b>Exhibit A- Site Plan</b>	
<ul style="list-style-type: none"> <li>• <b>Reduced color site plans (8.5x11 or 11x17), showing work described above, including all structures, hardscape, promenade, landscaping and slips</b></li> </ul>	<p>See the following exhibits:</p> <ul style="list-style-type: none"> <li>• Exhibit A-2, "Parcel 64 Site Plan"</li> <li>• Exhibit A-34, "Parcel 64 Auto Court"</li> <li>• Exhibit A-35, "Parcel 64 Garden Terrace"</li> <li>• Exhibit A-36, "Parcel 64 Sunset Terrace"</li> <li>• Exhibit A-37, "Parcel 64 Paseo Terrace &amp; Linear Park"</li> <li>• Exhibit A-38, "Parcel 64 Pool Terrace"</li> <li>• Exhibit A-39, "Parcel 64 Waterfront Promenade Section #1"</li> <li>• Exhibit A-40, "Parcel 64 Waterfront Promenade Section #2"</li> </ul>

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<p><b>b) Building Elevation</b></p> <p><b>A reduced color elevation (8.5x11 or 11x17) drawing that shows all new and/or renovated building elevations</b></p>	<p>See the following exhibits:</p> <ul style="list-style-type: none"> <li>• Exhibit A-1, "Parcel 64 Existing Conditions"</li> <li>• Exhibit A-2, "Parcel 64 Site Plan"</li> <li>• Exhibit A-3, "Parcel 64 Proposed Rendering – Auto Court View – Entry Facades of Building 13900 &amp; 13902 – Looking Southwest"</li> <li>• Exhibit A-4, "Parcel 64 – Proposed Rendering – Waterfront Promenade View – Building 13904/06 – Looking Southeast"</li> <li>• Exhibit A-5, "Parcel 64 Before &amp; After Building 13908/10 North Elevation"</li> <li>• Exhibit A-6, "Parcel 64 Before &amp; After Building 13908/10 Northeast Elevation"</li> <li>• Exhibit A-7, "Parcel 64 Before &amp; After Building 13908/10 Southeast Elevation"</li> <li>• Exhibit A-8, "Parcel 64 Before &amp; After Building 13908/10 Southwest End Elevation"</li> <li>• Exhibit A-9, "Parcel 64 Before &amp; After Building 13908/10 Northwest Interior Elevation"</li> <li>• Exhibit A-10, "Parcel 64 Before &amp; After Building 13908/10 Southwest Interior Elevation"</li> <li>• Exhibit A-11, "Parcel 64 Before &amp; After Building 13908/10 SouthWest End Elevation"</li> <li>• Exhibit A-12, "Parcel 64 Before &amp; After Building 13904/06 South Elevation"</li> <li>• Exhibit A-13, "Parcel 64 Before &amp; After Building 13904/06 North Interior Elevation"</li> <li>• Exhibit A-14, "Parcel 64 Before &amp; After Building 13904/06 West Elevation"</li> <li>• Exhibit A-15, "Parcel 64 Before &amp; After Building 13904/06 North Elevation"</li> <li>• Exhibit A-16, "Parcel 64 Before &amp; After Building 13904/06 East Elevation"</li> <li>• Exhibit A-17, "Parcel 64 Before &amp; After Building 13902 South Elevation"</li> <li>• Exhibit A-18, "Parcel 64 Before &amp; After Building 13900 West Elevation"</li> <li>• Exhibit A-19, "Parcel 64 Before &amp; After Building 13902 East Elevation"</li> </ul>

<b><i>Term Sheet Template Item</i></b>	<b><i>Lessee Proposal Parcel 64</i></b>
<ul style="list-style-type: none"> <li>• <b>(Continued)</b> <b>A reduced color elevation (8.5x11 or 11x17) drawing that shows all new and/or renovated building elevations</b></li> </ul>	<ul style="list-style-type: none"> <li>• Exhibit A-20, Parcel 64 Before &amp; After Building 13902 West Elevation"</li> <li>• Exhibit A-21, "Parcel 64 Before &amp; After Building 13900 North Elevation"</li> <li>• Exhibit A-22, "Parcel 64 Before &amp; After Building 13900 East Elevation"</li> <li>• Exhibit A-23, "Parcel 64 Before &amp; After – Auto Court View – Entry Façade of Building 13900 – Looking Northwest"</li> <li>• Exhibit A-24, "Parcel 64 Before &amp; After – Court View – Entry Façade of Building 13902 – Looking West"</li> <li>• Exhibit A-25, "Parcel 64 Before &amp; After – Auto Court View – Fitness/Leasing Building – Looking Southeast"</li> <li>• Exhibit A-26, "Parcel 64 Before &amp; After – Garden Terrace View – Fitness/Leasing Building – Looking Northwest"</li> <li>• Exhibit A-27, "Parcel 64 Before &amp; After – Garden Terrace View – Building 13904/06 and 13908/10 – Looking Southwest"</li> <li>• Exhibit A-28, "Parcel 64 Before &amp; After – Garden Terrace View – Building 13904/06 – Looking Northwest"</li> <li>• Exhibit A-29, "Parcel 64 Before &amp; After – Sunset Court View – Building 13904/06 – Looking Northeast"</li> <li>• Exhibit A-30, "Parcel 64 Before &amp; After – Waterfront Promenade View – Building 13904/06 – Looking Northeast"</li> <li>• Exhibit A-31, "Parcel 64 Before &amp; After – Waterfront Promenade View – Building 13904/06 – Looking Southeast"</li> <li>• Exhibit A-32, "Parcel 64 Before &amp; After – Pool Terrace View – Building 13902 – Looking Southwest"</li> <li>• Exhibit A-33, "Parcel 64 Before &amp; After – Pool Terrace View – Building 13900 – Looking Northwest"</li> <li>• Exhibit A-34, "Parcel 64 Auto Court"</li> <li>• Exhibit A-35, "Parcel 64 Garden Terrace"</li> <li>• Exhibit A-36, "Parcel 64 Sunset Terrace"</li> <li>• Exhibit A-37, "Parcel 64 Paseo Terrace &amp; Linear Park"</li> <li>• Exhibit A-38, "Parcel 64 Pool Terrace"</li> <li>• Exhibit A-39, "Parcel 64 Waterfront Promenade Section #1"</li> <li>• Exhibit A-40, "Parcel 64 Waterfront Promenade Section #2"</li> </ul>
<p>August 25, 2010</p>	<p style="text-align: center;">Page 6</p> <p style="text-align: right;">Version 3.4</p>

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<b>c) Landscaping Plan</b>	
<ul style="list-style-type: none"> <li><b>If not already included in the above materials</b></li> </ul>	See Exhibit A-2, "Parcel 64 Site Plan"
<b>d) Dock Construction Plan</b>	
<ul style="list-style-type: none"> <li><b>Dock construction plan, including physical layout of docks and slips</b></li> </ul>	This item does not apply because there currently are no slips on the property and there is no intention of adding slips as part of this renovation effort.

<i>Term Sheet Template Item</i>	<i>Lessee Proposal Parcel 64</i>
<b>3) BUDGET</b>	
Exhibit A- <b>Budget worksheet</b>	
<ul style="list-style-type: none"> <li>• <b>Estimated cost for all of the work agreed upon</b></li> </ul>	<p>\$24.89 million, as follows:</p> <p>Exterior – Building \$8.59 million  Exterior – Sitework/Landscaping \$4.1 million  Interior - Units \$10.2 million  Interior – Common Area \$2 million</p>

Exhibit A-1  
 Parcel 64 Aerial View–Existing Conditions dated 10/1/09



A-1 Parcel 64 Aerial View-Existing Conditions



*Villa Venetia-Renovation*

Oct 1, 2009

Copyright © 2009 COE Architecture International

Exhibit A-2  
Parcel 64 Site Plan



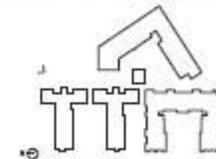
Exhibit A-3

“Parcel 64 Proposed Rendering – Auto Court View – Entry Facades of Building 13900 & 13901 – Looking Southwest”



A-3 Parcel 64 Proposed Rendering- Auto Court View - Entry Facades of Building 13900 and 13902 - Looking Southwest

**COE** ARCHITECTURE INTERNATIONAL



*Villa Venetia-Renovation*

Oct 4, 2009

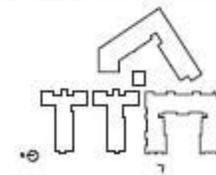
Copyright © 2009 COE Architecture International

Exhibit A-4

“Parcel 64 Proposed Rendering – Auto Court View – Entry Facades of Building 13900 & 13901 – Looking Southeast”



A-4 Parcel 64 Proposed Rendering- Waterfront Promenade View - Building 13904/06 - Looking Southeast



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-5  
 "Parcel 64 Before & After Building 13908/13910 North Elevation"



Before



After

A-5 Parcel 64 Before & After- Building 13908/10 North Elevation



Villa Venetia-Renovation

Oct 4, 2009

Copyright ©2009 COE Architecture International

Exhibit A-6

Parcel 64 Before & After-Building 13908/10 Northeast Elevation dated 10/1/09



Exhibit A-7

Parcel 64 Before & After-Building 13908/10 Southeast Elevation dated 10/1/09



Before



After

A-7 Parcel 64 Before & After-Building 13908/10 Southeast Elevation



Villa Venetia-Renovation

01/14/10

Copyright © 2010 L&L Architecture International

Exhibit A-8

Parcel 64 Before & After-Building 13908/10 Southwest End Elevation dated 10/1/09



Exhibit A-9  
 Parcel 64 Before & After-Building 13908/10 Northwest Interior Elevation dated 10/1/09

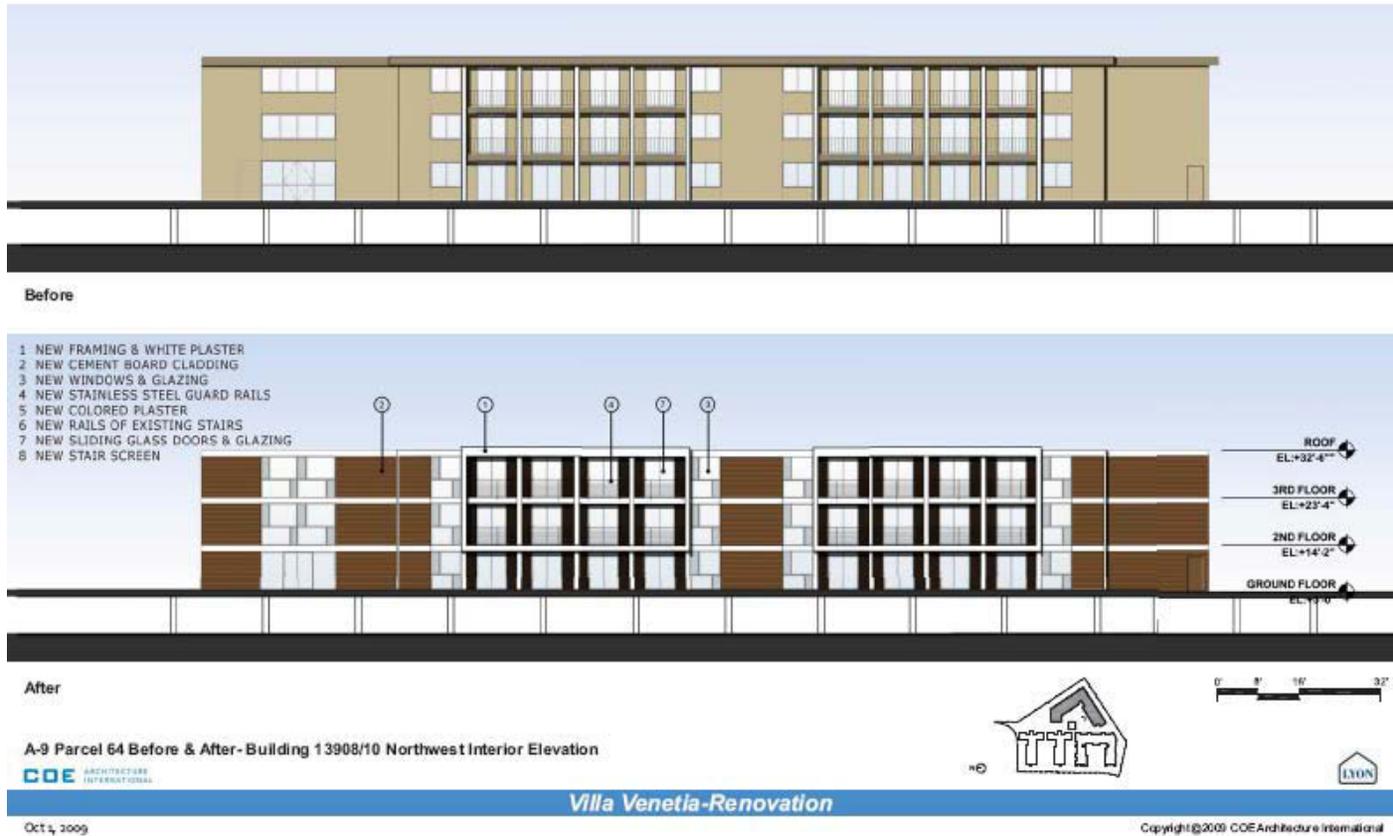


Exhibit A-10  
 Parcel 64 Before & After-Building 13908/10 Southwest Interior Elevation



Before



After

A-10 Parcel 64 Before & After- Building 13908/10 Southwest Interior Elevation



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright ©2009 COEArchitecture International

Exhibit A-11  
 Parcel 64 Before & After-Building 13908/10 Southwest End Elevation



Before



After

A-11 Parcel 64 Before & After- Building 13908/10 Southwest End Elevation



Villa Venetia-Renovation

Oct 1, 2009

Copyright © 2009 COE Architecture International

Exhibit A-12  
 Parcel 64 Before & After-Building 13904/06 South Elevation



Before



After

A-12 Parcel 64 Before & After- Building 13904/06 South Elevation



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright ©2009 COEArchitecture International

Exhibit A-13  
 Parcel 64 Before & After-Building 13904/06 North Interior Elevation

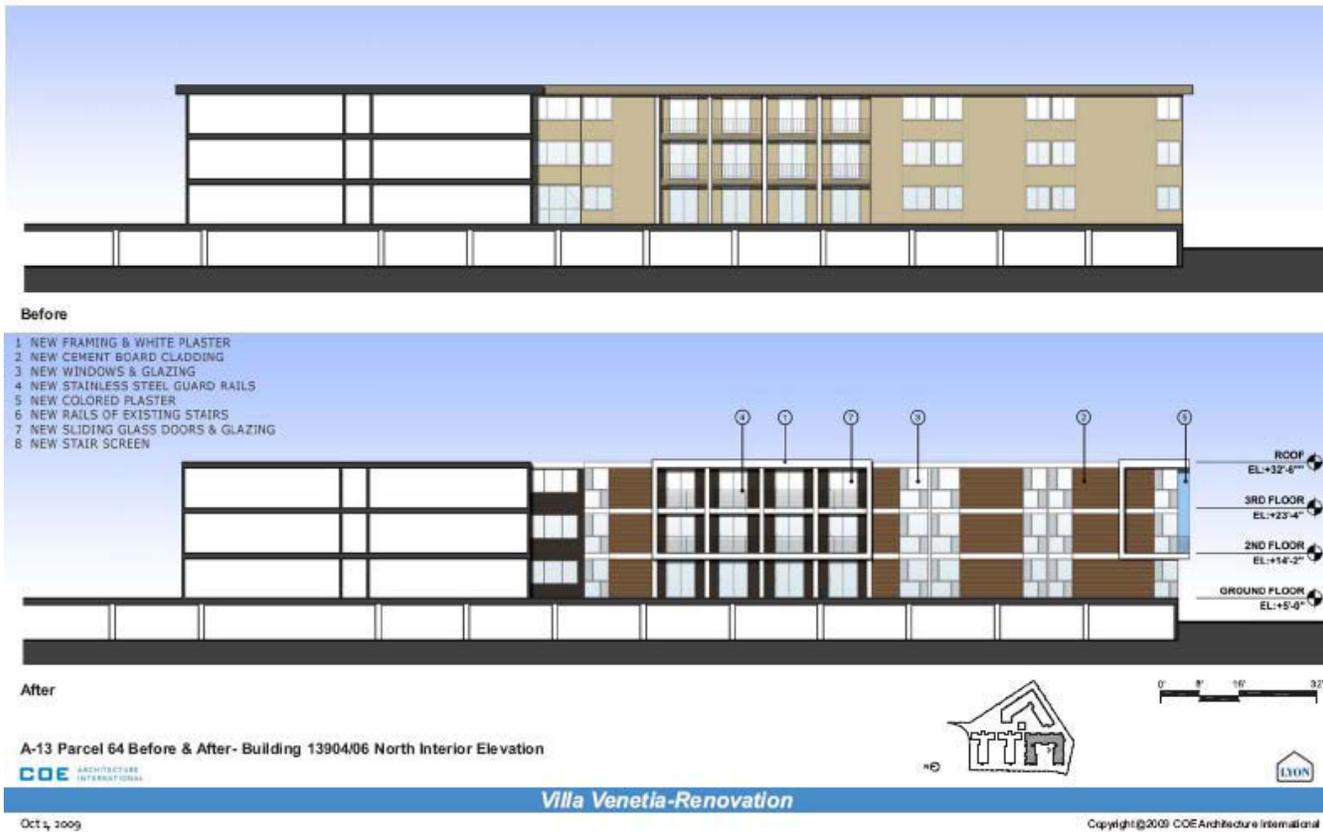


Exhibit A-14  
 Parcel 64 Before & After-Building 13904/06 West Elevation



Before



After

- 1 NEW TERRAZZO & WHITE PLASTER
- 2 NEW CONCRETE TOPPED BALCONIES
- 3 NEW WINDOWS & GLAZING
- 4 NEW STAINLESS STEEL BALCONY RAILS
- 5 NEW COLORED PLASTER
- 6 NEW 2x10 CEILING JOISTS
- 7 NEW 2x10 CEILING TRUSS & CLADDING
- 8 NEW STEEL SCHESS

A-14 Parcel 64 Before & After - Building 13904/06 West Elevation



Villa Venetia Renovation

04/14/10

Copyright © 2010 COE Architecture International

Exhibit A-15  
Parcel 64 Before & After-Building 13904/06 North Elevation



Before

- 1 NEW FRAMING & WHITE PLASTER
- 2 NEW CEMENT BOARD CLADDING
- 3 NEW WINDOWS & GLAZING
- 4 NEW STAINLESS STEEL GUARD RAILS
- 5 NEW COLORED PLASTER
- 6 NEW RAILS OF EXISTING STAIRS
- 7 NEW SLIDING GLASS DOORS & GLAZING
- 8 NEW STAIR SCREEN



After

A-15 Parcel 64 Before & After- Building 13904/06 North Elevation



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-16  
 Parcel 64 Before & After-Building 13904/06 East Elevation



Before

- 1. NEW FRAMING & WHITE PLASTER
- 2. NEW CEMENT BOARD CLADDING
- 3. NEW WINDOWS & GLAZING
- 4. NEW STAINLESS STEEL GUARD RAILS
- 5. NEW COLORED PLASTER
- 6. NEW RAILS OF EXISTING STAIRS
- 7. NEW SLIDING GLASS DOORS & GLAZING
- 8. NEW STAIR SCREEN



After

A-16 Parcel 64 Before & After- Building 13904/06 East Elevation



Villa Venetia-Renovation

Oct 1, 2009

Copyright © 2009 COE Architecture International

Exhibit A-17  
 Parcel 64 Before & After-Building 13902 South Elevation



Before



After

A-17 Parcel 64 Before & After- Building 13902 South Elevation



Villa Venetia-Renovation

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-18  
 Parcel 64 Before & After-Building 13900 West Elevation



Before



After

A-18 Parcel 64 Before & After- Building 13900 West Elevation



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright ©2009 COE Architecture International

Exhibit A-19  
 Parcel 64 Before & After-Building 13902 East Elevation



Exhibit A-20  
Parcel 64 Before & After-Building 13902 West Elevation



Before



After

A-20 Parcel 64 Before & After- Building 13902 West Elevation



Villa Venetia-Renovation

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-21  
 Parcel 64 Before & After-Building 13900 North Elevation



Before



After

A-21 Parcel 64 Before & After- Building 13900 North Elevation



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright ©2009 COEArchitecture International

Exhibit A-22  
Parcel 64 Before & After-Building 13900 East Elevation



Before

- 1 NEW FRAMING & WHITE PLASTER
- 2 NEW CEMENT BOARD CLADDING
- 3 NEW WINDOWS & GLAZING
- 4 NEW STAINLESS STEEL GUARD RAILS
- 5 NEW COLORED PLASTER
- 6 NEW RAILS OF EXISTING STAIRS
- 7 NEW SLIDING GLASS DOORS & GLAZING
- 8 NEW STAIR SCREEN



- T.O.P.  
EL:+38'-4 1/2"
- ROOF  
EL:+28'-0 1/2"
- 3RD FLOOR  
EL:+18'-6 1/2"
- 2ND FLOOR  
EL:+9'-4 1/2"
- GROUND FLOOR  
EL:+0'-0"

After

A-22 Parcel 64 Before & After- Building 13900 East Elevation



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-23

Parcel 64 Before & After-Auto Court View-Entry Façade of Building 13900-Looking Northwest



Before



After

A-23 Parcel 64 Before & After- Auto Court View - Entry Façade of Building 13900 - Looking Northwest



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright ©2009 COE Architecture International

Exhibit A-24

Parcel 64 Before & After-Auto Court View-Entry Façade of Building 13902-Looking West



Before



After

A-24 Parcel 64 Before & After-Auto Court View - Entry Façade of Building 13902 - Looking West



Villa Venetia Renovation

Oct 1, 2009

Copyright © 2010 CDE/California International

Exhibit A-25  
Parcel 64 Before & After Auto Court View-Fitness/Leasing Building-Looking Southeast



Before



After

A-25 Parcel 64 Before & After- Auto Court View - Fitness/Leasing Building - Looking Southeast



Oct 4, 2009



*Villa Venetia-Renovation*

Copyright © 2009 COE Architecture International

Exhibit A-26

Parcel 64 Before & After-Garden Terrace View-Fitness/Leasing Building-Looking Northwest



Before



After

A-26 Parcel 64 Before & After- Garden Terrace View - Fitness/Leasing Building - Looking Northwest



Villa Venetia-Renovation

Oct 4, 2009

Copyright © 2009 TTI International

Exhibit A-27

Parcel 64 Before & After-Garden Terrace View- Building 13904 and 13908/10-Looking Southwest

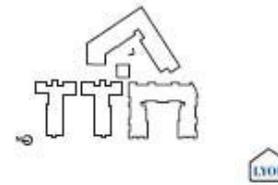


Before



After

A-27 Parcel 64 Before & After- Garden Terrace View - Building 13904/06 and 13908/10 - Looking Southwest



Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-28

Parcel 64 Before & After-Garden Terrace View- Building 13904/06-Looking Northwest



Before



After

A-28 Parcel 64 Before & After- Garden Terrace View - Building 13904/06 - Looking Northwest



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-29

Parcel 64 Before & After-Sunset Court View- Building 13904/06-Looking Northeast



Before



After

A-29 Parcel 64 Before & After- Sunset Court View - Building 13904/06 - Looking Northeast

COE ARCHITECTURE INTERNATIONAL



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-30

Before & After-Waterfront Promenade View –Building 13904/06-Looking Northeast

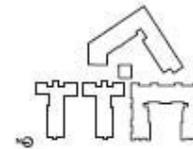


Before



After

A-30 Parcel 64 Before & After- Waterfront Promenade View - Building 13904/06 - Looking Northeast



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COEArchitecture International

Exhibit A-31

Parcel 64 Before & After-Waterfront Promenade View-Building 13904/06-Looking Southeast

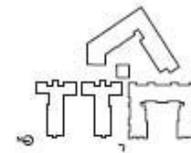


Before



After

A-31 Parcel 64 Before & After- Waterfront Promenade View - Building 13904/06 - Looking Southeast



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-32

Parcel 64 Before & After-Pool Terrace View- Building 13902-Looking Southwest



A-32 Parcel 64 Before & After- Pool Terrace View - Building 13902 - Looking Southwest

COE ARCHITECTURE INTERNATIONAL



Villa Venetia-Renovation

Oct 4, 2009

Copyright © 2009 COEArchitecture International

Exhibit A-33  
Parcel 64 Before & After-Pool Terrace View- Building 13900-Looking Northwest

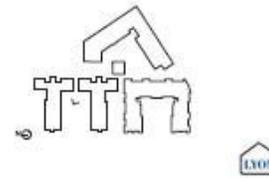


Before



After

A-33 Parcel 64 Before & After- Pool Terrace View - Building 13900 - Looking Northwest



*Villa Venetia-Renovation*

Oct 4, 2009

Copyright © 2009 COE Architecture International

Exhibit A-34  
Parcel 64 Auto Court



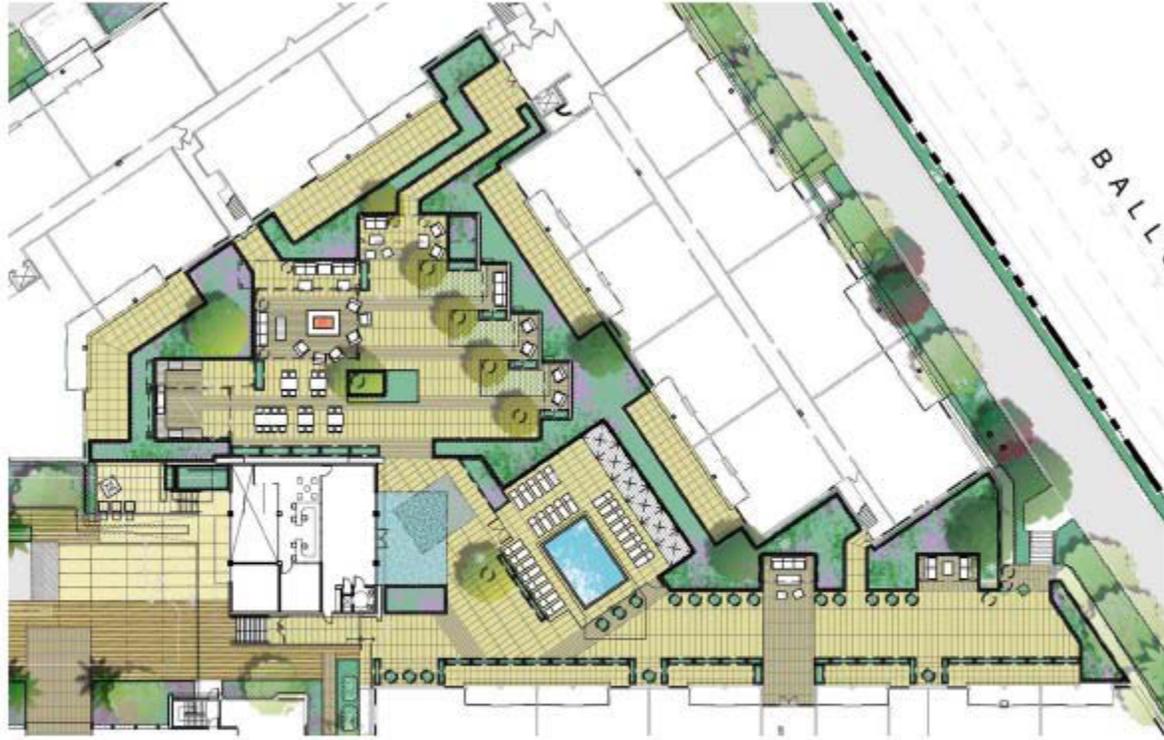
A-34 PARCEL 64 AUTO COURT



VILLA VENETIA - RENOVATION

MELÉNDREZ

Exhibit A-35  
Parcel 64 Garden Terrace



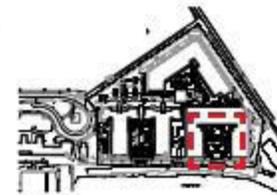
A-35 PARCEL 64 GARDEN TERRACE



VILLA VENETIA - RENOVATION



Exhibit A-36  
Parcel 64 Sunset Terrace



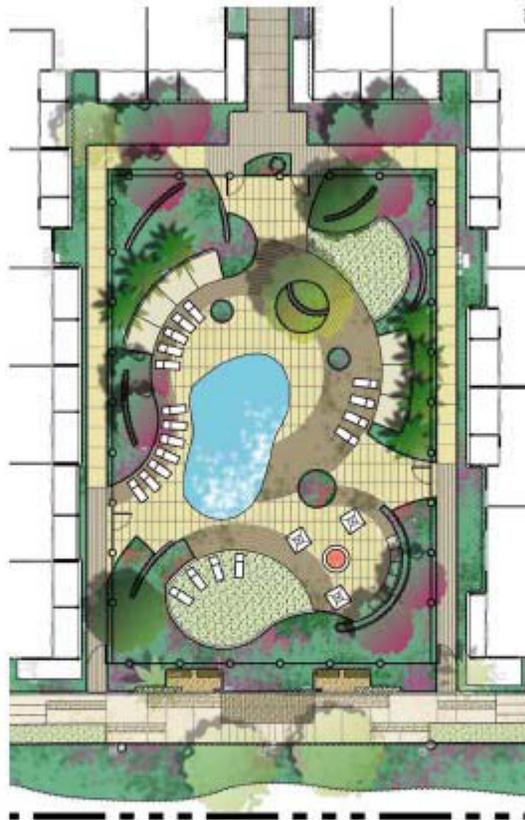
A-36 PARCEL 64 SUNSET TERRACE

Exhibit A-37  
Parcel 64 Paseo Terrace and Linear Park



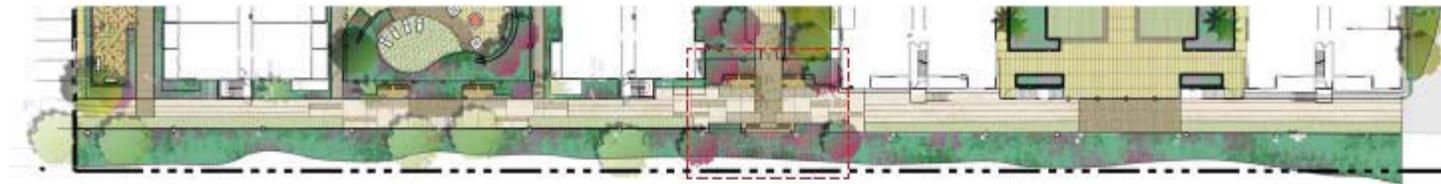
A-37 PARCEL 64 PASEO TERRACE AND LINEAR PARK

Exhibit A-38  
Parcel 64 Pool Terrace



A-38 PARCEL 64 POOL TERRACE

Exhibit A-39  
Parcel 64 Waterfront Promenade Lookout



A-39 PARCEL 64 WATERFRONT PROMENADE SECTION 1



VILLA VENETIA - RENOVATION





**Exhibit A-41**

**RENOVATION COMPARISON WORKSHEET – PARCEL 64**

August 25, 2010

<p><i>Apartment Renovation Template Item</i></p>	<p><i>64 Lessee Proposal</i></p>
<p><b>1) EXTERIOR</b></p>	
<p><b>a) Building Exterior - All building exteriors should receive a facelift that give the building a more clean, contemporary look appropriate for this waterside location and should include the following:</b></p>	<p>The exteriors of each building will be completely redesigned, including the Leasing/Clubhouse building. Large vertical wall areas of existing plaster will be replaced with horizontal board siding in a wood tone to give the buildings a modern detail and warmth. Groupings of private balconies will be surrounded with a plaster “frame” that will distinguish them from the rest of the building. Some interior surfaces of the balcony “frames” will be painted with accent colors. Horizontal bands of plaster will occur at each floor line to tie the exterior design together. The parapet of the balcony “frames” will extend beyond the adjacent walls to create variety and interest at the roof lines. Parapets will be added away from the building edge to strategically conceal mechanical equipment. Existing bedroom windows will be enlarged in the vertical dimension and extended to the floor line. The current exposed exterior exit stair towers will be enclosed with a window-wall system.</p>
<p><b>□ Exterior surface – Revitalization of the surface (stucco, plaster, wood)</b></p>	<p>All buildings will be completely revitalized and repainted. The existing stucco will be carefully prepped and sanded in order to create permanent bedding for the new design elements and paint. Existing wood surfaces and trim will be removed or replaced.</p>

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<ul style="list-style-type: none"> <li>□ <b>Patio/Balcony – Replace wooden railing and surfaces with metal (show finish)</b></li> </ul>	<p>All balcony rails, both metal and wood on buildings will be removed. Balconies water sealed and flashed. New railings will be installed on all balconies and walkways. Wood or aluminum rails at private balconies will be replaced with modern stainless steel cable rails. Wood rails on public walkways will be replaced with glass rails.</p> <p><i>Resurface Balcony</i> Existing balconies will be resurfaced and all surface cracks will be repaired. We will install a two-part epoxy no-skid water proofing system. This system will be of a color to complement the exteriors of the buildings.</p>
<ul style="list-style-type: none"> <li>□ <b>Parapet Walls - All exterior walls should be modified insure a more modern look</b></li> </ul>	N/A We do not have parapet walls
<b>b) Common Areas</b>	
<ul style="list-style-type: none"> <li>□ <b>Hardscape - All hardscape should be reviewed and upgrade/replaced where reasonable possible so as to give the impression of a totally new project</b></li> </ul>	<p>The current main entry will be redesigned, including upgraded landscaping and hardscape. Drainage and electrical systems will be upgraded, where needed. A reconfigured motor court entrance will be installed, including newly paved hardscape designed to greatly enhance the arrival experience. The reconfigured motor court will provide an additional 13 parking spaces to the existing project. New ground lighting, irrigation and entry monumentation will be installed. Common area interior walkways will be improved with new concrete.</p>

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<p>□ <b>Landscaping- All existing landscaping, with particular attention given to those areas that are affected by the remodeling of the building exterior, should be reviewed and upgraded where reasonably possible.</b></p>	<p>Each of the courtyards and perimeter areas will be personalized with its own landscape upgrade, which will include ground lighting and irrigation. Planting, trees and water features will enhance the redesigned natural environment, including a new pool and spa. The areas of the hardscape will be enhanced as well on the podium building with new topcoat waterproofing walk decks.</p> <p>Existing plant material of significance will be retained or relocated, specifically the Monterey Cypress at the northwest corner of the property and within the existing parking area, which are to remain. New drought tolerant plant materials will be selected for their ability to flourish in the unique coastal conditions of Marina del Rey while meeting the aesthetic and maintenance desires of the project. This plant palette will minimize the water usage required for onsite irrigation.</p>
<p><b>c) Signage - Replace all existing building monument, building ID, and amenity signage.</b></p>	<p>The property currently has extremely poor identification. We will install new custom designed property identification monument and signage at the front entry. Additionally, we will be designing and installing a way finding graphics package throughout the property for better identification and access for residents, emergency crews, and on-site guests.</p>
<p><b>d) Lighting - Replace all existing exterior lighting lens/fixtures</b></p>	<p>Landscape, building and area lighting on the property will be replaced and upgraded to enhance the building profiles, as well as, create better-lit paths for ingress and egress.</p>

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>2) INTERIOR</b>	
<b>a) Common Areas</b>	
<ul style="list-style-type: none"> <li>❑ <b>Entry Door – replace with raised panel doors with new hardware (show finish and brand)</b></li> </ul>	New contemporary panel entry doors will be installed with a brushed nickel/brushed chrome finish Quickset Smart Key Systems or equivalent. The door will be painted with a decorator selected paint finish to coordinate with upgraded corridor specifications.
<ul style="list-style-type: none"> <li>❑ <b>Hallways-should include new paint/wall coving, door moldings, chair rail molding, carpet and padding, light fixtures and door tags.</b></li> </ul>	The building entries and hallways will all be completely modernized and designed by a professional interior design firm. Lighting will be an important element to open up the hallway spaces to make them feel warm and inviting. The use of recessed lighting and wall sconces will bring light in the hallways and make a statement at each apartment entry. Walls and ceilings will be reconditioned and painted with designer coordinated colors to warm the spaces. The hallways will be carpeted with a contemporary styled commercial grade carpet/padding and new baseboard and molding trim.
<ul style="list-style-type: none"> <li>❑ <b>Trash Room - Should include new paint, flooring and lighting</b></li> </ul>	All trash rooms will be reconditioned and painted. New light fixtures and vinyl flooring will be installed.
<ul style="list-style-type: none"> <li>❑ <b>Elevators - Should include new panels flooring and lighting</b></li> </ul>	Each of the four elevator cabs will have the existing finishes removed and replaced with new updated Formica raised panel surfaces. Most control equipment will be replaced.

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>b) Apartment Interiors: Kitchens</b>	
<input type="checkbox"/> <b>Cabinets:</b>  <b>(i) Replace or refinish existing cabinets and</b>  <b>(ii) Install new routed panel cabinet doors and drawer fronts</b>	New cabinets will be installed in the kitchen and bath. Cabinets will have European designed thermo foil constructed doors and side panels installed. New hardware will be mounted on each door and drawer in the pull bar format with cylinder style brush chrome pulls. (Excel cabinets or equal)
<input type="checkbox"/> <b>Counters - Replace Formica counter tops.</b>	Each counter top in every kitchen will be replaced with 2 centimeter thickness upgraded slab granite or Cesar stone or equivalent with a modern flat edge detail. Counters will be complimented with full height tile/granite backsplash detailing.
<input type="checkbox"/> <b>Faucets-Install new faucets (name brand)</b>	New single lever/pullout spray (brushed nickel or brushed chrome) faucets will be installed. Kohler or Price Pfister or equivalent
<input type="checkbox"/> <b>Sinks/ Replace resurface existing sinks</b>	Kitchen sinks will be replaced with under mount brushed steel dual compartment sinks

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<ul style="list-style-type: none"> <li>□ <b>Appliances- New stoves, dishwashers, microwaves and refrigerators where appropriate name brand and model</b></li> </ul>	<p>A new multi-cycle dishwasher, four-burner glass top electric cook top, under counter oven, microwave and eighteen cubic foot refrigerator/freezer will be installed in each unit. The finish will be General Electric proprietary product line of clean steel finish.</p> <p><i>Appliances</i></p> <ul style="list-style-type: none"> <li>- Refrigerator – GE – GTL21KCX OR EQUAL</li> <li>- Oven - GE - JTP30SP OR EQUAL</li> <li>- Range Top –GE - PP912SM OR EQUAL</li> <li>- Dishwasher – GE – GLD4500/50/60N OR EQUAL</li> <li>- Microwave - GE - JVM1540LNCS OR EQUAL</li> <li>- Washer/Dryer - GE - WSM2700/80H OR EQUAL</li> </ul>
<b>c) Apartment Interiors: Bathrooms</b>	
<ul style="list-style-type: none"> <li>□ <b>Cabinets:</b></li> <li><b>(i) Replace or refinish existing cabinets</b></li> <li><b>(ii) Install new routed panel cabinets doors and drawer fronts</b></li> <li><b>(iii) Replace Formica counters</b></li> </ul>	<p>Each cabinet will be replaced with European designed thermo foil constructed doors. New hardware (brushed chrome finish) will be mounted on each door and drawer. The interiors will be white. (Excel cabinets or equal)</p> <p>Existing counters will be removed and replaced with new slab granite or Cesar Stone with a designer backslash detail(Group I – Tivoli A3 or equal)</p>
<ul style="list-style-type: none"> <li>□ <b>Vanity mirrors - Install new mirrors as needed (show finish)</b></li> </ul>	<p>New ¼" float mirrors will be installed full height" along the top of every vanity countertop, new recessed can lighting will also be installed.</p>

<b><i>Apartment Renovation Template Item</i></b>	<b><i>64 Lessee Proposal</i></b>
<ul style="list-style-type: none"> <li>❑ <b>Faucets-Install new faucets (name brand)</b></li> </ul>	<p>New dual handle faucets will be installed Kohler, Price Pfister or equivalent in a brushed nickel or brushed chrome finish)</p>
<ul style="list-style-type: none"> <li>❑ <b>Sinks/ Replace resurface existing sinks</b></li> </ul>	<p>Sinks will be replaced with white under mount china bowls set into the countertops.</p>
<ul style="list-style-type: none"> <li>❑ <b>Fixtures -Replace towel bars, toilet paper holder, medicine cabinets</b></li> </ul>	<p>All towel bars, toilet paper holders and medicine cabinets will be replaced. Towel bars and toilet paper holders will be brushed chrome, euro square designed with round rods. The medicine cabinets will be Zaca Brand with corrosion free and customizable interiors</p>
<ul style="list-style-type: none"> <li>❑ <b>Shower/Bathtub:</b></li> <li><b>(i) Replace/ resurface existing tubs and enclosure</b></li> <li><b>(ii) Replace shower doors (show finish)</b></li> <li><b>(iii) Replace tub faucet, showerhead, drain hardware</b></li> </ul>	<p>Evaluate each shower/tub to determine whether to resurface or replace.</p> <p>Tubs and enclosures will either be replaced or resurfaced, depending on condition. Shower doors will be replaced with clear glass and polished chrome finish. Shower curtain rods will be installed for shower/ bathtub combinations.</p> <p>All bathtubs will be replaced with larger oval tubs with designer selected tile surround detailing. Tub faucets, showerheads and drain hardware will be replaced with Price Pfister, Kohler or equivalent in a brushed nickel or brushed chrome finish.</p>

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>3) GENERAL</b>	
<b>a) Walls - Prepped and painted</b>	Walls in each unit will be completely reconditioned and repainted, including complete removal of all face and switch plates, plugs, a two-coat roll on paint job and installation of new plates switches/plugs. (Dunn Edwards Paint or equal)
<b>b) Windows</b>	
<input type="checkbox"/> <b>Remove existing metal framed windows and doors and replace with double paned vinyl windows</b>	All windows will be replaced with double paned vinyl windows. Retro fit windows will be used. (International Window Corporation or equal)
<input type="checkbox"/> <b>Replace all window coverings</b>	All windows and sliding glass doors will receive new window coverings in the form of shade cloth roller units. (Tristar or equal)
<b>c) Doors</b>	
<input type="checkbox"/> <b>Replace all interior wood doors with raised panel doors with new hardware (show finish and brand)</b>	Interior doors will be replaced in most floor plans. At a minimum, all interior doors will receive new and contemporary Quickset Smart Key hardware brushed chrome lever designed. (Masonite or equal)
<input type="checkbox"/> <b>Install mirrored closet doors as required (show finish)</b>	Each closet will be replaced with sliding mirrored doors in locations where bypass doors are used.
<b>d) Ceilings - Remove or cover existing "cottage cheese" , prepare and paint to have a smooth, painted ceiling</b>	All ceilings throughout the project will remove or cover existing "cottage cheese" and drywall will be reconditioned or replaced where needed and will be painted for a smooth finish.

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>e) Moldings</b>	
<input type="checkbox"/> <b>Install new decorative crown moldings in the living rooms and bedrooms</b>	No
<input type="checkbox"/> <b>Install chair rail molding in dining area</b>	No
<input type="checkbox"/> <b>Replace existing moldings as required</b>	Install new 6" Flat new MDF baseboard and 2 ½" Flat stock door casing.
<b>f) Flooring</b>	
<input type="checkbox"/> <b>Replace vinyl and linoleum flooring</b>	Existing vinyl floorings will be removed and replaced with in tile the entry, kitchen and baths..
<input type="checkbox"/> <b>Replace carpeting and padding</b>	Install upgraded Shaw, "Recordbreaker" carpet over a new 5 oz. pad or equivalent

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>4) LIGHTING</b>	
<b>a) Lighting fixtures - Replace all lighting fixtures lens covers</b>	All light fixtures will be removed and replaced.
<b>b) Covers – Replace all switch, phone jack and electrical outlet covers</b>	All electrical finish will be removed and new cover plates installed

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>5) SUPPLEMENTAL</b>	
	<p><u>Major Systems Replaced</u>  New Roof – All buildings  (3 ply built-up cool roof system – GAF or equal)</p> <p>Add New Air Coolers – New heating and cool all units with condensers on patios or roofs.  (Split heat pump units – Day &amp; Night or equal)</p> <p>Re-Piping – Complete re-plumb all buildings  (Drain, Waste &amp; Vent – cast iron pipe)  (Water Pipe – Flowguard Gold, flexible Wersbo Pipe or equal)</p> <p>New boilers installed in all buildings on the roofs.  (Raypack or equal)</p> <p>Electrical- New wiring will be installed throughout from the panels to the switches and plugs. In addition, new wiring will be provided from the panels to the meter if the Los Angeles Building &amp; Safety requires the replacement due to electrical capacity requirements.</p>

<b><i>Apartment Renovation Template Item</i></b>	<i>64 Lessee Proposal</i>
<b>6) SITEWORK</b>	

**EXHIBIT C**

**RENOVATION WORK CONSTRUCTION SCHEDULE**

[Prior to the execution of the Lease, the Required Phase Commencement Date and Required Phase Completion Date for each Phase shall be inserted into this Exhibit C in accordance with the Approved Phasing Schedule referenced in Section 7.4 of the Option Agreement.]

## EXHIBIT D

### ASSIGNMENT STANDARDS

These standards are to apply to proposed transactions requiring County's consent pursuant to Section 11.2 of the Lease. These standards and conditions are not to apply to (a) an assignment for the purpose of securing leasehold financing from an Encumbrance Holder approved by County, (b) the transfer of the leasehold in connection with a foreclosure or transfer in lieu of foreclosure by an approved Encumbrance Holder, or (c) the first transfer by that Encumbrance Holder if it has acquired the leasehold through a foreclosure or a transfer in lieu of foreclosure.

1. The proposed transferee must have a net worth determined to be sufficient in relation to the financial obligations of the lessee under the Lease (equal to at least six (6) times the total Annual Rent due to County for the most recent fiscal year). A letter of credit, cash deposit, guarantee from a parent entity or participating individual(s) having sufficient net worth (as set forth in the preceding sentence) or similar security satisfactory to County may be substituted for the net worth requirement. If the proposed transferee's net worth is materially less than the transferor's, County may disapprove the assignment or require additional security such as that described in the previous sentence.
2. The proposed assignee must have significant experience in the construction (if contemplated), operation and management of the type(s) of Improvements existing on or to be constructed on the Premises, or provide evidence of contractual arrangements for these services with providers of such services satisfactory to County. Changes in the providers of such services and changes to the contractual arrangements must be approved by the County. All such approvals of County will not be unreasonably withheld, conditioned or delayed.
3. The individual or individuals who will acquire Lessee's interest in this Lease or the Premises, or who own the entity which will so acquire Lessee's interest, irrespective of the tier at which such individual ownership is held, must be of good character and reputation and, in any event, shall have neither a history of, nor a reputation for: (1) discriminatory employment practices which violate any federal, state or local law; or (2) non-compliance with environmental laws, or any other legal requirements or formally adopted ordinances or policies of County.
4. The price to be paid for the acquired interest shall not result in a financing obligation of the proposed transferee which jeopardizes the Lessee's ability to meet its rental obligations to County. Market debt service coverage ratios and leasehold financial performance, at the time of the Proposed Transfer, will be used by County in making this analysis.
5. If the proposed transferee is an entity, rather than an individual, the structure of the proposed transferee must be such that (or the transferee must agree that) County will have reasonable approval rights regarding any future direct or indirect transfers of interests in the entity or the Lease as required under the

Lease; provided however, that a transfer of ownership of a publicly held parent corporation of Lessee that is not done primarily as a transfer of this leasehold will not be subject to County approval.

6. The terms of the proposed assignment will not detrimentally affect the efficient operation or management of the leasehold, the Premises or any Improvements thereon.
7. The proposed transferee does not have interests which, when aggregated with all other interests granted by County to such transferee, would violate any policy formally adopted by County restricting the economic concentration of interests granted in the Marina del Rey area, which is uniformly applicable to all Marina del Rey lessees.
8. The transfer otherwise complies with the terms of all ordinances, policies and/or other statements of objectives which are formally adopted by County and/or the County Department of Beaches and Harbors and which are uniformly applicable to persons or entities with rights of occupancy in any portion of Marina del Rey.

**EXHIBIT E**

**TREE TRIMMING POLICY**

[To be attached from Exhibit H to the Term Sheet.]

**AMENDED AND RESTATED LEASE AGREEMENT**

by and between

COUNTY OF LOS ANGELES

and

LYON VILLA VENETIA, LLC,  
LYON VILLA VENETIA II, LLC,  
WOLFF VILLA VENETIA 224, LLC, and  
WOLFF VILLA VENETIA 224 II, LLC,  
each a Delaware limited liability company

(Parcel 64T -- Lease No. \_\_\_\_\_)

Dated as of \_\_\_\_\_, \_\_\_\_\_

## TABLE OF CONTENTS

	<b>Page</b>
<b>1. BACKGROUND AND GENERAL</b> .....	1
1.1 Definitions.....	1
1.2 Lease .....	12
<b>2. TERM; OWNERSHIP OF IMPROVEMENTS</b> .....	14
2.1 Term.....	14
2.2 Ownership of Improvements During Term.....	14
2.3 Reversion of Improvements .....	14
<b>3. USE OF PREMISES</b> .....	18
3.1 Specific Primary Use .....	18
3.2 Prohibited Uses .....	18
3.3 Active Public Use .....	20
3.4 Days of Operation of Promenade.....	21
3.5 Signs and Awnings .....	21
3.6 Compliance with Regulations .....	21
3.7 Rules and Regulations.....	21
3.8 Reservations .....	21
<b>4. PAYMENTS TO COUNTY</b> .....	22
4.1 Net Lease .....	22
4.2 Rental Payments.....	22
4.3 Adjustments to Annual Minimum Rent Prior to First Renegotiation Date .....	29
4.4 Renegotiation of Annual Minimum and Percentage Rents.....	30
4.5 Payment and Late Fees .....	33
4.6 Changes of Ownership and Financing Events .....	34
4.7 Calculation and Payment .....	37
4.8 Net Proceeds Share .....	39
<b>5. RENOVATION WORK; ALTERATIONS</b> .....	43
5.1 Renovation Work .....	43
5.2 Application of Article 5 to Renovation Work.....	46
5.3 Plans and Specifications for Alterations .....	46
5.4 Conditions Precedent to the Commencement of Construction .....	49
5.5 County Cooperation .....	51

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
5.6 Delays in Commencement and Completion of Renovation Work.....	51
5.7 Manner of Construction .....	52
5.8 Use of Plans .....	53
5.9 Where Director Approval Not Required.....	54
5.10 Protection of County .....	54
5.11 Subsequent Renovation.....	55
5.12 Subsequent Renovation Fund .....	56
5.13 Capital Improvement Fund .....	57
<b>6. CONDEMNATION .....</b>	<b>60</b>
6.1 Definitions.....	60
6.2 Parties' Rights and Obligations to be Governed by Lease .....	60
6.3 Total Taking.....	60
6.4 Effect of Partial Taking.....	60
6.5 Effect of Partial Taking on Rent .....	61
6.6 Waiver of Code of Civil Procedure Section 1265.130 .....	62
6.7 Payment of Award .....	62
<b>7. SECURITY DEPOSIT.....</b>	<b>64</b>
7.1 Amount and Use .....	64
7.2 Replacement.....	64
7.3 Renewal.....	64
<b>8. INDEMNITY .....</b>	<b>65</b>
<b>9. INSURANCE.....</b>	<b>65</b>
9.1 Lessee's Insurance .....	65
9.2 Provisions Pertaining to Property Insurance.....	68
9.3 General Insurance Requirements .....	68
9.4 Additional Required Provisions.....	69
9.5 Failure to Procure Insurance .....	70
9.6 Adjustment to Amount of Liability Coverage .....	70
9.7 Notification of Incidents, Claims or Suits.....	70
<b>10. MAINTENANCE AND REPAIR; DAMAGE AND DESTRUCTION .....</b>	<b>70</b>
10.1 Lessee's Maintenance and Repair Obligations .....	70

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
10.2 Tree Trimming .....	71
10.3 Other Repairs .....	71
10.4 Maintenance Deficiencies .....	71
10.5 Option to Terminate for Uninsured Casualty.....	72
10.6 No Option to Terminate for Insured Casualty .....	73
10.7 No County Obligation to Make Repairs .....	73
10.8 Repairs Not Performed by Lessee.....	73
10.9 Notice of Damage .....	74
10.10 Casualty Near End of Term .....	74
10.11 Waiver of Civil Code Sections .....	74
<b>11. ASSIGNMENT AND SUBLEASE.....</b>	<b>75</b>
11.1 Subleases.....	75
11.2 Approval of Assignments and Major Subleases .....	76
11.3 Terms Binding Upon Successors, Assigns and Sublessees .....	81
<b>12. ENCUMBRANCES.....</b>	<b>81</b>
12.1 Financing Events.....	82
12.2 Right to Notice and Cure Defaults.....	83
12.3 No Subordination.....	84
12.4 Delay in Exercising Termination Remedy.....	84
12.5 New Lease.....	86
12.6 Holding of Funds .....	87
12.7 Participation in Certain Proceedings and Decisions .....	87
12.8 Fee Mortgages and Encumbrances .....	87
12.9 No Merger.....	87
12.10 Rights of Encumbrance Holders With Respect to Reversion .....	87
<b>13. DEFAULT .....</b>	<b>88</b>
13.1 Events of Default .....	88
13.2 Limitation on Events of Default .....	89
13.3 Remedies.....	89
13.4 Damages.....	90
13.5 Others' Right to Cure Lessee's Default .....	90

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
13.6 Default by County.....	90
<b>14. ACCOUNTING .....</b>	<b>91</b>
14.1 Maintenance of Records and Accounting Method.....	91
14.2 Cash Registers.....	92
14.3 Statement; Payment .....	92
14.4 Availability of Records for Inspector’s Audit .....	92
14.5 Cost of Audit.....	92
14.6 Additional Accounting Methods.....	92
14.7 Annual Financial Statements .....	92
14.8 Accounting Obligations of Sublessees.....	93
14.9 Inadequacy of Records.....	93
<b>15. MISCELLANEOUS .....</b>	<b>93</b>
15.1 Quiet Enjoyment .....	93
15.2 Time is of the Essence .....	93
15.3 County Costs.....	93
15.4 County Disclosure and Lessee’s Waiver .....	93
15.5 Holding Over .....	94
15.6 Waiver of Conditions or Covenants.....	95
15.7 Remedies Cumulative .....	95
15.8 Authorized Right of Entry .....	95
15.9 Place of Payment and Filing .....	96
15.10 Service of Written Notice or Process.....	96
15.11 Interest.....	97
15.12 Captions .....	98
15.13 Attorneys’ Fees .....	98
15.14 Amendments .....	98
15.15 Time For Director Approvals.....	98
15.16 Time For County Action.....	98
15.17 Estoppel Certificates .....	98
15.18 Indemnity Obligations .....	99
15.19 Controlled Prices.....	99

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
15.20 Waterfront Promenade .....	99
15.21 Partial Invalidity.....	99
15.22 Entire Agreement .....	99
15.23 Independent Business.....	100
15.24 Broker's Commissions.....	100
<b>16. ARBITRATION .....</b>	<b>100</b>
16.1 Selection of Arbitrator .....	100
16.2 Arbitrator.....	101
16.3 Scope of Arbitration.....	101
16.4 Immunity.....	101
16.5 Section 1282.2.....	101
16.6 Statements of Position.....	102
16.7 Written Appraisal Evidence.....	103
16.8 Evidence.....	103
16.9 Discovery .....	103
16.10 Awards of Arbitrators .....	104
16.11 Powers of Arbitrator .....	104
16.12 Costs of Arbitration.....	104
16.13 Amendment to Implement Judgment.....	105
16.14 Impact of Gross Error Allegations.....	105
16.15 Notice.....	105
<b>17. DEFINITION OF TERMS; INTERPRETATION .....</b>	<b>106</b>
17.1 Meanings of Words Not Specifically Defined.....	106
17.2 Tense; Gender; Number; Person.....	106
17.3 Business Days .....	106
17.4 Parties Represented by Consultants, Counsel.....	106
17.5 Governing Law .....	106
17.6 Reasonableness Standard.....	106
17.7 Compliance with Code.....	106
17.8 Memorandum of Lease .....	107
17.9 Counterparts.....	107

**TABLE OF CONTENTS**  
**(continued)**

	<b>Page</b>
EXHIBIT A LEGAL DESCRIPTION OF PREMISES .....	A-1
EXHIBIT B RENOVATION PLAN.....	B-1
EXHIBIT C RENOVATION WORK CONSTRUCTION SCHEDULE .....	C-1
EXHIBIT D ASSIGNMENT STANDARDS.....	D-1
EXHIBIT E TREE TRIMMING POLICY.....	E-1