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## City of Los Angeles



**Karen Bass, Mayor**

April 3, 2024

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Honorable Members of the City Council  
City of Los Angeles  
c/o City Clerk, City Hall  
200 N. Spring Street  
Los Angeles, CA 90012

### **COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF SUPPORTIVE HOUSING ON A CITY-OWNED PROPERTIES AT 501 E. 5<sup>TH</sup> STREET; AND VARIOUS RELATED ACTIONS**

#### **SUMMARY**

The General Manager (GM) of the Los Angeles Housing Department (LAHD) respectfully requests authority to take recommended actions related to the disposition and development of the following housing assets owned by the City of Los Angeles and issuance of a funding award to maximize the use of public land for affordable housing development. LAHD seeks authority to sell the City-owned land (currently a vacant parking lot, previously owned by the former CRA/LA), located at and commonly known as 501 E. 5th Street ("Property") and an adjacent vacant lot, with Assessor's Parcel Number 5147-007-007 (Adjacent Lot) to the DWC Campus, L.P., a California limited partnership (DWC Campus) for the development of the Rosa's Place Project, formerly the Downtown Women's Center Expansion, which will consist of 97 supportive housing units for women experiencing homelessness, plus one (1) unrestricted manager's unit (Project). The justification for the sole source sale to DWC Campus pursuant to Los Angeles Administrative Code (LAAC) Section 7.27 is set forth later in this transmittal. The sale will be for full-appraised value.

On November 10, 2020, the City Council authorized the General Manager of LAHD to negotiate and execute an Exclusive Negotiation Agreement (ENA) with the DWC Campus, to develop the Project (CD 14; C.F. No. 20-1449).

Through this transmittal the GM of LAHD is requesting City Council approval of the following actions: 1) determine that pursuant to Section 7.27 of LAAC, the public interest and necessity requires the sale of the Property and Adjacent Parcel to DWC Campus (for its full appraised value as determined by a California

licensed appraiser of the City's choice, without notice of sale of advertisement for bids, to 2) negotiate and execute a Disposition and Development Agreement (DDA) with DWC Campus 3) instruct the City Attorney to prepare and present an Ordinance to effectuate the sale authorizing the sale of the Property and Adjacent Parcel loan- related documents, and other ancillary documents; 4) negotiate and execute all loan-related documents, Land Loan, and other ancillary documents required for the sale of City-owned properties; 5) declare based on the findings contained herein, that the City-owned properties are "exempt surplus land" under the Surplus Land Act (SLA); 6) determine that project qualifies for an Affordable Housing Exemption as set forth in Public Resources Code Section 21080.27 (b)(1); 7) issue a funding award letter requesting new funds; 8) negotiate and execute the acquisition, predevelopment, construction, permanent loan agreements with the legal owner of the project and related documents; and, 9) other disposition-related actions for the City-owned properties located at 501 E. 5<sup>th</sup> Street, Los Angeles, CA 90013.

### **RECOMMENDATIONS**

- I. That the City Council, subject to the approval of the Mayor:
  - A. DETERMINE that pursuant to Section 7.27 of the LAAC, the public interest or necessity requires the sale of the City-owned Property and the Adjacent Parcel to DWC Campus, for its full appraised value to be determined by a California licensed appraiser, without notice of sale or advertisement for bids.
  - B. APPROVE the sale of City-owned Property and the Adjacent Parcel to DWC Campus for its full appraised value to be determined by a California licensed appraiser without notice of sale or advertisement for bids.
  - C. REQUEST that the City Attorney prepare and present an ordinance authorizing the sale of the City-owned Property and Parcel to DMC Campus for its full appraised value to be determined by a California licensed appraiser, without notice of sale or advertisement for bids.
  - D. AUTHORIZE the General Manager of LAHD, or designee, with the assistance of the City Attorney, to negotiate, prepare and execute a Disposition and Development Agreement (DDA) for Land Sale and effectuate necessary related documents with the Downtown Women's Center, who partnered with Daylight Community Development and GTM Holdings (collectively, DWC Developers), or DWC Campus, LP, a California Limited Partnership formed for the purpose of the development of the property located at 501 E. 5<sup>th</sup> Street with Assessor's Parcel Numbers (APN) 5147-007-901 and 5147-001-007, subject to the conditions contained in the updated Key Terms and Conditions (Attachment A), subject to approval of the City Attorney as to form. (A sample DDA template is included in this document as Attachment C).
  - E. AUTHORIZE the General Manager of LAHD, or designee, to negotiate and execute all loan related documents, Land Loan for acquisition of City land, and other ancillary documents required for the sale of City-owned properties located at 501 E. 5<sup>th</sup> Street based conditions contained in the Key Terms and Conditions (Attachment A);
  - E. DECLARE, based on the findings contained herein, that the City-owned properties in connection with the Rosa's Place are "exempt surplus land" for the Surplus Land Act (SLA) under Government

Code Section 54221(f)(1)(A), which property is to be conveyed for the development of affordable housing subject to and contingent upon compliance with the restrictions set forth at Government Code Section 37364 and direct LAHD to take any other necessary actions to ensure compliance with the requirements of the SLA;

- F. DETERMINE that the Rosa's Place project qualifies for an Affordable Housing Exemption as set forth in Public Resources Code Section 21080.27 (b)(1) as previously determined by the City Planning Commission on October 26, 2021 (Case No. ENV-2021-2545-SE; Letter of Determination from the Department of City Planning is included here as Attachment E);
- G. AUTHORIZE, the General Manager of LAHD, or designee, to issue a funding recommendation letter for Rosa's Place requesting new funds as identified in Table 1 of this report, subject to the following conditions:
  - i. The final funding commitment will not exceed the amount listed;
  - ii. The project sponsor must apply to the CTCAC in the next available LIHTC allocation round; and; and,
  - iii. The disbursement of LAHD funds will occur only after the sponsor obtains enforceable commitments for all proposed funding.
- H. AUTHORIZE the General Manager of LAHD, or designee, subject to review and approval of the City Attorney as to form, to negotiate and execute the acquisition, predevelopment, construction, permanent loan agreements with the legal owner of the project identified in Table 1, which receives awards from the proposed leveraging sources, subject to the satisfaction of all conditions and criteria contained in the LAHD Pipeline application, this transmittal, and the LAHD Award Letter (if applicable);
- I. AUTHORIZE the General Manager of LAHD, or designee, to execute subordination agreements of the City's financial commitment, wherein the City Loan and Regulatory Agreements are subordinated to their respective conventional or municipally funded construction and permanent loans, as required for the project identified in Table 1;
- J. AUTHORIZE the General Manager of LAHD, or designee, to allow the transfer of the City's financial commitment to a limited partnership or other legal entity formed solely for the purpose of owning and operating the project in accordance with City and Federal requirements for the project identified in Table 1;
- K. AUTHORIZE the General Manager of LAHD, or designee, to prepare the Controller instructions and any necessary technical adjustments consistent with the Mayor and City Council actions, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions;
- L. AUTHORIZE the General Manager of LAHD, or designee, to:

Obligate funds for the project listed below:

<b>TABLE 1 – Funding Recommendation</b>			
<b>Project Name</b>	<b>Fund #</b>	<b>Account</b>	<b>Amount</b>
Rosa’s Place/Downtown Women’s Center CE	HOME Fund #561	43W800	\$7,785,104.00
<b>TOTAL</b>			<b>\$7,785,104.00</b>

## **BACKGROUND**

In response to the City’s affordable housing crisis and to meet the City and Mayor’s objective of creating new affordable housing, LAHD created the Land Development program to develop publicly-owned land into affordable housing. This program oversees the disposition of properties transferred to LAHD from the former CRA/LA, the Los Angeles Department of Transportation (LADOT), as well as surplus land identified by the Office of the City Administrative Officer (CAO) as part of the Affordable Housing Opportunity Sites (AHOS) program and leverages such properties for the creation of affordable or supportive housing across the City.

The Disposition and Development Agreement (“DDA”) for the Project will be executed by the City of Los Angeles through its Los Angeles Housing Department (“City”) and DWC Campus, LP, a California limited partnership (“Partnership”). The Partnership includes DWC SP2 LLC serving as managing general partner, which the Downtown Women’s Center owns. The Co-Administrative General Partners include GTM DWC AGP, LLC which is owned by GTM Holdings (GTM) and Daylight San Pedro LLC, which is owned by Daylight Community Development (Daylight). The Downtown Women’s Center (DWC), Daylight, and GTM will act as co-developers. They are collectively called the “DWC Developer.” DWC owns the property adjacent to the Project site.

On April 17, 2019, the City Council instructed LAHD to initiate discussions with DWC for the disposition of the site located at 501 E. 5th Street (APN 5147-007-901) to support the goal of developing supportive housing (C.F. No. 19-0066). On November 10, 2020, the City Council authorized LAHD to negotiate and execute an Exclusive Negotiation Agreement (ENA) with the DWC to develop the City-owned parcel with of APN 5147-007-901 into supportive housing for the homeless (C.F. No. 20-1449). In March 2020, DWC partnered with Daylight and GTM to assist with the development, in accordance with the ENA. The ENA was entered into on November 19, 2020 (City Contract No. C-137408). On October 24, 2022, the key terms and conditions (Attachment A) were approved by LAHD and agreed to by the DWC Developer.

<b>TABLE 2: HISTORY OF DEVELOPMENT PARTNERS AND APNs</b>			
<b>Land Development Stage</b>	<b>Date</b>	<b>Developer</b>	<b>APNs</b>
Exclusive Negotiation Agreement (ENA)	Nov. 19, 2020	Downtown Women’s Center; Daylight Community Development; GTM Holdings	5147-007-901
Key Terms	Mar. 28, 2024	Downtown Women’s Center; Daylight Community Development; GTM Holdings	5147-007-901 5147-007-007



LAHD recommends the disposition and development of this site owned by the City to maximize the use of public land for the development of supportive housing. The City-owned parcels that will be conveyed to the Partnership through a land sale is described as follows.

TABLE 2: LAND DEVELOPMENT UNIT RECOMMENDATION						
City-Owned Property Address	Council District	Selected Lead Developer	Land Transfer Type	Affordable Units	Manager's Unit	Total Units
501 E. 5 <sup>th</sup> Street (APN 5147-007-901 & 007)	14	Downtown Women's Center; Daylight Community Development; GTM Holdings	Land Sale	97	1	98

#### Justification for Sole-Source

The subject property comprises of a surface parking lot with an Assessor's Parcel Number 5147-007-901 ("APN-901"), and an alley perpendicular to 5<sup>th</sup> Street and east of the parking lot with Assessor's Parcel Number 5147-007-007 ("Eastern Parcel" or "APN-007"). The project site is adjacent to the DWC headquarters and the existing DWC Housing, a 72-unit supportive housing project owned by DWC.

APN-007 was used as a gas station and an auto wrecker facility until 1984. The property title was transferred to the LAHD through a non-sale quitclaim deed recorded on September 5, 2014, from CRA/LA. However, since the parcel has been vacant for years, it is an easy target for vandalism, homeless encampment, and other illegal activity, and it remains blighted.

DWC is a nonprofit organization whose purpose is to provide supportive services to women experiencing homelessness and victims of domestic violence, and ensure that the needs of the target population are considered throughout housing development. DWC has access to APN-007 through a Parking Covenant Agreement and Grant of Easement (C.F. 20-1449). In connection with the Project, the DWC Developer has identified the need for APN-007 to be included in the Project to allow the DWC Developer to expand the Project's subterranean parking, consistent with the approved Project plans. The DWC Developer is uniquely positioned for the sole sourcing of the City-owned property because the parcels are contiguous to the privately owned sites necessary for the land assembly and campus expansion. As currently designed, the proposed Project will be connected to the existing DWC's main campus via a footbridge at the second level, allowing tenants and staff to walk between both buildings.

The Los Angeles Administrative Code Section 7.27 permits the sale of City-owned real property without notice of sale or advertisement for bids provided that the City Council determines that the public interest or necessity requires such sale. For reasons stated above, LAHD believes that the public interest and necessity require the sale of the Property to Downtown Women's Center without notice of sale or advertisement for bids, with the sale price based on the as-is fair market value as stated in an appraisal report performed on March 22, 2024.

### Public Land Development Process

LAHD has received authority to execute an ENA and negotiate for a City-owned site at 501 E. 5th Street pertaining to APN-901. During the ENA negotiation period, LAHD and DWC agreed that one adjacent parcel APN-007 currently owned by the City of Los Angeles, will be added as part of the site assemblage.

There is a dearth of safe parking spaces around the DWC neighborhood, and even fewer spaces to park safely at night. DWC Developer states that a total of 46 parking spaces will be built underneath and on grade APN-901. By including APN-007 into the project, it will allow DWC Developer to build an additional eight (8) subterranean parking spaces, increasing the total number of parking spaces to 54. These spaces will be allocated to the Project's residents, DWC employees, and volunteers. Maximizing parking is critical to DWC's ability to provide the highest level of services to the women living at Rosa's Place.

LAHD approved the initial terms and conditions, and all parties will execute the term sheet on or after March 28, 2024. LAHD requests authority to execute a Disposition and Development Agreement (DDA) based on the agreed terms and conditions. The executed DDA allows the developer to apply for and secure the allocation of Low-income Housing Tax Credits (LIHTC) and Tax-Exempt Bonds (TEB) to support the proposed affordable housing development.

The existing MOU between DWC, Daylight, and GTM Holdings is structured so that Daylight and GTM Holdings will exit the partnership alongside the tax credit investors after 15 years of operation, allowing the DWC to take control of both buildings, tie the lots together and refinance the entire campus as one cohesive project. LAHD, in coordination with LAHD consultants, negotiated key business terms and conditions for the supportive housing development.

### Project Finance Summary

On April 25, 2023, the City Council and Mayor approved the admittance of the Project into the City of Los Angeles Affordable Housing Managed Pipeline (C.F. No. 22-0876-S1). Additionally, on August 30, 2023, the Project received a funding award of \$26,500,000 from the Affordable Housing and Sustainable Communities Program (AHSC) of the State of California's Housing and Community Development (HCD). The Project also received \$4,080,000 in funding commitments from HCD's Infill Infrastructure Grant Program and \$8,100,000 from Apple. The tax credit investor's equity contribution is \$27,575,860. The proposed interim financing sources include a tax-exempt construction loan of \$36,500,000 and a taxable construction loan of \$25,248,274. All 97 units will be subsidized by Project Based Section 8 Vouchers from the Housing Authority of the City of Los Angeles (HACLA). The Los Angeles County Department of Health Services will provide approximately \$523,800 annually in Measure H funds to fund supportive services. Downtown Women's Center will be the on-site lead services provider for all units. The LAHD Funds of \$7,785,104 will leverage combined permanent sources of \$80,605,954 at a leverage ratio of \$1 to \$10.35. (see Attachment D for Staff Report)

The City agrees to provide a residual receipts land loan to the Partnership with the following terms: a) the City Loan Amount will be equal to the purchase price of the City Site, b) the term will be 57 years, c) the term includes two years for construction and 55-years from the date of the Certificate of Occupancy, d) the City Land Loan will have a 3.0% simple interest rate applied, e) the annual loan payment will be based on

50% of residual receipts, e) the land loan will be subordinated to the conventional loan's first trust deed, and, f) the land loan will be secured by a subordinated trust deed that will be applied to the entire site.

Once the LIHTC and TEB allocation are secured, LAHD will make final arrangements for the disposition of the property in accordance with the Housing Development Land Conveyance Policy approved by the City Council on November 8, 2017 (C.F. No. 17-0862). In this case, the property will be sold to the DWC Developer through a land sale agreement by LAHD to convey the site to the DWC Developer. The DWC Developer agrees to purchase the site for the as-is fair market value based on an appraisal prepared by an LAHD-approved appraiser.

### Surplus Land Act

The Surplus Land Act (Government Code Section 54220, et seq.) ("Act") was amended by the California State Legislature by the adoption of AB 1486, effective on January 1, 2020. Under the Act, before commencing the property disposition process, governmental entities must declare the property as either "surplus land" or "exempt surplus land." In this case, the project qualifies as "exempt surplus land" under Section 54221(f)(1)(A) of the Act based on the following findings:

Section 54221(f)(1)(A) of the Act pertains to land transferred by the City subject to the limitations set forth under Government Code Section 37364. In this case, the minimum requirements of the Project as negotiated between the City and DWC Developers shall include the following as required by the Code:

- 100% of all residential units, except for one manager's unit will be restricted via 55-year covenant as follows:
  - No less than 40 percent of the housing units developed shall be affordable to households at or below 60% of AMI, with at least half of those available to very low-income households, as defined in Health and Safety Code 50053.
- The housing affordability requirements must be for a minimum period of 55 years and be set forth in a recorded regulatory agreement.

As proposed, the Project currently satisfies the declaration of the property as "exempt surplus land" as follows:

- The Project satisfies the first requirement of Section 37364 because 100% of the parcel area consists of residential housing.
- One hundred percent (100%) of the units, excluding the manager's unit, will be restricted as affordable housing. The Project also satisfies Section 37364's area median income requirements, because the Project's proposed tenant mix will have more than 20% of its units devoted to families, who qualify as low income. In addition, the Project will also devote an additional 20% of its units to families that qualify as very low income.
- A 55-year covenant will be recorded against the property, restricting the rents and guaranteeing the affordability levels.

The table below summarizes the affordability of the residential housing units as proposed:

<b>TABLE 3: AFFORDABILITY MARTIX</b>				
<b>Affordability Matrix</b>	<b>Minimum Required # of units</b>	<b>Minimum Required % of units</b>	<b>Proposed</b>	<b>Proposed % of the units</b>
Low Income (60%)	20	20%	0	0%
Very Low Income (50%)	20	20%	24	25%
Extremely Low (30%)	0	0%	73	75%
<b>TOTAL</b>	<b>40</b>		<b>97</b>	<b>100%</b>

As shown in the table above, the proposed Project meets the affordability requirements under Government Code Section 37364. Additionally, the Project will have affordability restrictions that may be more restrictive, applied under separate agreements related to other sources of funding, such as: Low Income Housing Tax Credits Program from the California Tax Credit Allocation Committee, HACLA's Project Based Voucher program, and LAHD's Affordable Housing Managed Pipeline. The City will continue to work with the DWC Developers to ensure that the final terms for the Project continue to follow or exceed those requirements before any conveyance of the property may occur.

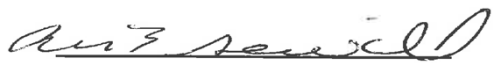
#### Environmental Clearance Process

The City of Los Angeles Department of City Planning (DCP) is the lead agency for these projects for the California Environmental Quality Act of 1970 (CEQA). For the site located at 501 E. 5<sup>th</sup> Street, the DWC Developers obtained a Letter of Determination on October 26, 2021 that includes APNs 5147-007-901 and 5147-007-007.

#### FISCAL IMPACT

There is no impact on the General Fund. The recommended HOME loan in the amount of \$7,785,104 represents \$80,258 per LAHD restricted unit, or approximately 10% of the total development costs. The recommendations in this report will authorize LAHD to execute a DDA and issue a funding award that will allow for the development of 98 total new construction housing units, of which 97 are designated as supportive units.

Approved By:

A handwritten signature in dark ink, appearing to read "Ann Sewill", written over a horizontal line.

ANN SEWILL  
General Manager  
Los Angeles Housing Department

ATTACHMENTS:

- Attachment A - Rosa's Place Key Terms Sheet
- Attachment B - Rosa's Place Schedule of Performance
- Attachment C - Sample LAHD DDA Template
- Attachment D - Rosa's Place Staff Report
- Attachment E - Letter of Determination from LADCP

**501 E. 5<sup>th</sup> Street**  
**Disposition and Development Agreement**  
**Key Terms and Conditions**

**1. Parties to the Agreement:**

The Disposition and Development Agreement (the “**DDA**”) for the 501 E. 5<sup>th</sup> Street project (“**DWC Campus Expansion**” or the “**Project**”) shall be entered by and among the City of Los Angeles, a municipal corporation (the “**City**”), DWC Campus, LP, a California limited partnership (the “**Partnership**”). The Partnership includes Daylight Community Development (“**Daylight**”), GTM Holdings, Inc. (“**GTM**”) and the Downtown Women’s Center (“**DWC**”), which are also collectively referred to as the “**Developer**”. DWC owns the adjacent property to the City Site.

**2. City Site Description:**

The City-owned parcels that will be conveyed to the Partnership through a land sale is described as follows:

	Address	APN	Parcel Size (Sf)	Legal Description
City Parcel A	501 E. 5 <sup>th</sup> Street	5147-007-901	23,090	Attachment A
City Parcel B	N/A	5147-007-007	6,970	Attachment A
<b>Total City Site</b>			<b>30,060</b>	

Currently, DWC, an adjacent property owner, has access to the City Site by a Grant of Easement and DWC has access to parking spaces on City Parcel A through a Parking Covenant Agreement (“**Parking Agreement**”).

Attachment B is the Parcel Map of the land to be sold by the City.

**3. City Site History:**

City records do not indicate when the CRA/LA purchased City Parcel A or the amount that was paid to acquire the property. However, LAHD understands that low- and moderate-income housing funds were used to purchase City Parcel A. In December 2012, the Los Angeles Mayor and City Council authorized the Housing Asset Transfer Agreement authorizing the Los Angeles Housing Department (“**LAHD**”, formerly known as “**HCIDLA**”) to accept the housing assets of the former CRA/LA (C.F. No. 12-0049). On June 2013, CRA/LA transferred the parcels to LAHD which has been designated as the Housing Successor for CRA/LA. On April 17, 2019, the City Council authorized LAHD to initiate discussions with DWC to lease or transfer City Parcel A for development of homeless housing and facilities (C.F. No. 19-0066). On November 19, 2020, LAHD and the Developer entered into an Exclusive Negotiating Agreement (“**ENA**”).

City Parcel A was used as a gas station and an auto wrecker facility until 1984. City Parcel B was transferred to the City through a non-sale Quitclaim deed recorded on September 5, 2014 from CRA/LA. It is presumed that the parcel was also originally purchased with Low- and moderate-income housing funds by CRA/LA.

The City Site is currently utilized as a vehicle parking lot and has been so for decades. Currently, DWC also has access to 35 parking spaces on the City Site through the Parking Agreement previously referenced.

**4. Development Plan Summary:**

The development plan shall be implemented and completed as described below, subject to receipt by the Developer of approval by the City of all discretionary land use applications and building permits, and the receipt by Developer of the necessary enforceable financing commitments:

**a. Project Summary:**

The proposed 98-unit Project shall be utilized for permanent supportive housing, which will include ADA accessible housing, affordable housing and other services targeted to serve the needs of homeless women and related/attendant uses. The Project construction will be a seven-story building of Type III over two stories of a Type I podium, with a one-level subterranean parking garage.

**b. City Site Size:**

The gross City Site area is estimated at 30,060 square feet of land area, according to the land survey.

**c. Gross Building Area:**

The Project gross building area (“GBA”) is summarized as follows:

<b>Gross Building Area (Sf)</b>	<b>Total Project</b>
Residential Living Area	29,021
Community Room/Offices	16,939
Circulation/Common Area	22,909
<b>Total Gross Building Area</b>	<b>68,869</b>

**d. Unit Mix:**

The Project will have the following unit mix:

<b>Unit Mix</b>	
Studio Units	97
Two-Bedroom Units	1
<b>Total Units</b>	<b>98</b>

**e. Parking:**

A total of up to 54 parking spaces will be provided by approximately 50 spaces in a one-level subterranean parking garage to be constructed in connection with the Project. An additional approximately four parking spaces will be provided on the podium level to accommodate three ADA stalls (van size with access aisle) along with one standard space.

**f. Target Population:**

The property will focus on providing units to residents will include following population mix:

	<b>Number of Units</b>	<b>% of Restricted Units</b>
Women Experiencing Homelessness	97	100%
<b>Total Restricted Units</b>	<b>97</b>	<b>100%</b>

**g. ADA Requirements:**

A certified access specialist (“CASp”) has been retained for the Project, and a CASp certificate of inspection will be issued prior to the Certificate of Occupancy (the “COO”) being issued. For the COO issuance, the Project shall meet all LADBS’ Disabled Access Services requirements, and at least 11% of the units will comply with the Uniform Federal Accessibility Standards (“UFAS”) requirements for mobility accessibility; 2% of the units will comply with the UFAS requirements for visual accessibility, and 2% of all units will comply with UFAS requirements for hearing accessibility.

**h. Amenities:**

The Project will include approximately 16,900 square feet of community-serving space for supportive services offices and laundry facilities. In addition, the Project will include a large second-floor courtyard and a bicycle storage area for approximately 74 long-term spaces and eight short-term spaces.

**5. Environmental Status:**

The City Site had an industrial/manufacturing zoning designation and a distant history of use as a gasoline service station. A recently updated Phase I environmental study indicates that the City Site is considered clean – no remediation is recommended.

**6. Parking Agreement:**

This property is also subject to a Parking Agreement that requires the City Site to provide parking spaces for the contiguous property at 424 S. San Pedro Street owned by DWC. However, DWC is releasing the easement and terminating the Parking Agreement upon the closing of the transaction as they intend to acquire and develop the property to expand their permanent supportive housing, affordable housing and/or other services addressing the needs of homeless women in Skid Row.

**7. Purchase and Sale of the City Site:**

The City agrees to sell and convey to the Partnership and the Partnership agrees to purchase and accept from the City, the fee interest in the City Site in accordance with the DDA and Grant Deed.

**8. Purchase Price for City Site:**

The City agrees to convey the City Site to the Partnership and the Partnership agrees to purchase the City Site for the fair market value of the City Site based on an appraisal conducted by an LAHD approved appraiser within twelve months of the closing on the property (“Purchase Price”). Based on an appraisal dated March 22, 2024, the fair market value of the City Site is \$6,565,000.

**9. Developer Pro Forma:**

Attached is the current draft of the Developer Pro Forma for the Project (“Attachment C”).



#### **10. Project Site Plan:**

Attached is the current draft of the Project Site Plan for the Project (“Attachment D”).

#### **11. Surplus Land Act:**

The project must be provided a Surplus Land Act (“SLA”) exemption from the State of California no later than 30 days prior to disposition. The exemption based on 54221f(1)(A) will require that at least 40% of the units (40 units) must be restricted to low and very-low income households. Of the 40 units required to be restricted, at most 50% of the units (20 units) can be restricted to low income households and at least 50% of the units (20 units) must be restricted to very low income households.

The proposed income and affordability restrictions for the Project will meet the SLA exemption restriction requirements.

#### **12. Labor Rates:**

The Project will incur federal Davis Bacon and State of California prevailing wages as required by Project funding sources. In addition, the Project is required to have a Project Labor Agreement, as required by Measure JJJ.

#### **13. Developer Fee:**

The Partnership will be entitled to a developer fee consistent with permissible amounts under the funding sources and financing plan for the Project.

#### **14. Social Services to be Provided at Project:**

Provided funding is provided, it is anticipated that DWC will provide four on-site service coordinators and three clinical social workers for all supportive housing units at a 1:20 case ratio in the Project and that these positions will be funded by the Los Angeles County Department of Health Services (“DHS”) Housing for Health Division. The initial contract will be for 18 years and thereafter, DHS will have the option to renew the contract in five-year increments. The following services will be provided on-site:

##### **a. Individualized Case Management:**

- Coordination with on-site manager - The case manager and property manager will be in regular contact to assess the ongoing wellness and progress of individual tenants.
- Independent living skills – provided by case managers as one-on-one or group basis.
- Eviction prevention and legal advocacy – to develop and implement strategies to address issues that jeopardize the clients’ housing stability and increase self-sufficiency. Legal advocacy will be provided through on-site workshops and resources/linkage to outside community workshops.
- Substance abuse interventions – A case manager will facilitate linkages to residential treatment and outpatient services.
- Benefits education – advocacy, and enrollment: DWC’s case managers will provide enrollment assistance and advocacy to secure appropriate entitlements.
- Instructor-Led Classes – This will include health and wellness and skill building classes such as financial literacy, computer training, home-buyer education, GED, resume

building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation, and smoking cessation. Instruction is to be provided at minimum of 84 hours per year.

- Money Management – This component includes one-on-one-coaching in money management and basic life skills. Small group instruction in money management and basic life skills both complements and reinforces the lessons learned in case management.
  - Community Integration – Case managers will provide information about potential activities, including neighborhood recreation opportunities; involvement in community events; volunteer opportunities at local schools, libraries and other sites; classes at local schools and training centers; social support groups and employment.
  - Education – Case management meets the individual needs of clients and monitors/adjusts the intensity of services based on each client's level of functioning and acuity of needs.
- b. **Outreach:** Outreach will involve coordination of services between the developer, DWC, government funding agencies, community mental health and health agencies.
- c. **Mental Health Crisis Support:** DWC will respond to mental health crisis/emergencies as necessary.
- d. **Screening and Assessment:** Will be provided by a multi-disciplinary DWC team that may include case managers as well as clinicians skilled in assessing and working with mentally ill and dually diagnosed individuals.
- e. **Team Coordination Meetings:** Will be held at least monthly, including DWC, developer, and other service partners.
- f. **Integrated Treatment:** Integrated treatment requires the identification and treatment of co-occurring disorders. Clients with medication management needs or attendant care will be referred for services provided by In Home Support Services ("IHSS") on an as needed basis.
- g. **Transportation Support:** DWC will provide bus tokens, passes or taxi vouchers or will directly transport when possible.
- h. **Job Training:** A range of supportive employment opportunities, including vocational counseling, on-the-job training, and job placement will also be available through structured vocational development programming and an innovative social enterprise.

#### **15. Minimum Reserves:**

Partnership will maintain reserves as required by the Project funding sources. The following summarizes the minimum reserve requirements

- a. Capitalized Operating Reserves – A minimum of three months of operating expenses and debt service.
- b. Capitalized Transition Reserves – As required by HCD and/or any other funding source.
- c. Annual Replacement Reserves – \$300 / Unit.

#### **16. City Land Loan Terms:**

The City agrees to provide a residual receipts loan ("**City Land Loan**") to the Partnership with the following terms:

- a. The City Loan Amount will be equal to the Purchase Price of the City Site.
- b. The term will be 57 years (“**City Land Loan Term**”). The term includes two years for construction and 55-years from the date of the COO.
- c. The City Land Loan will have a 3.0% simple interest rate applied.
- d. The annual loan payment will be based on 50% of residual receipts. (This amount will be shared proportionality with payments on other soft key items.)
- e. The City Land Loan will be subordinated to the conventional first trust deed. Requests to subordinate to other funding sources will be subject to LAHD approval, which may not be unreasonably withheld, condition, or delayed.
- f. At the end of the City Land Loan Term, the outstanding balance of the City Land Loan will be due and payable.
- g. The City Land Loan will be secured by a subordinated trust deed that will be applied to the entire City Site.

### **17. Subordination:**

The following summarizes the agreed upon subordination. The City will review requests to subordinate to other sources of public funding.

<b>Agreement Description</b>	<b>Subordination Status</b>
City Land Affordability Restrictions	Unsubordinated
City Land Loan	Subordinated to Tax-Exempt Bonds and the Apple Loan

### **18. Affordability Restrictions:**

With one two-bedroom unit set-aside for an on-site manager’s unit, the remaining 97 units will be restricted with the following income and affordability requirements for 55-years from the date of the COO as follows:

#### **a. City Land Regulatory Agreement:**

The following summarizes the affordability restrictions that will be applied to the City Site in an unsubordinated regulatory agreement for a term of 55 years from the COO:<sup>1</sup>

	<b>Income Restriction</b>	<b>Rent Restriction</b>	<b>Studio Units</b>	<b>Total Units</b>
Very-Low Income	Schedule VII	Schedule VII	20	20
Low Income	Schedule VII	Schedule VII	20	20
Moderate Income	Schedule VII	Schedule VII	57	57
<b>Total Units</b>			<b>97</b>	<b>97</b>

#### **a. City PSH Regulatory Agreement:**

The following summarizes the affordability restrictions that will be applied to the City Site in an unsubordinated regulatory agreement for a term of 55 years from the COO:<sup>2</sup>

	<b>Income Restriction</b>	<b>Rent Restriction</b>	<b>Studio Units</b>	<b>Total Units</b>
Extremely-Low Income	Schedule I	Schedule I	5	5

<sup>1</sup> The City Land Regulatory Agreement restrictions will also meet the Surplus Land Act exemption requirements.

<sup>2</sup> Based on the approved entitlements for the Project.

Lower Income (80%)	Schedule I	Schedule I	20	20
<b>Total Units</b>			<b>25</b>	<b>25</b>

### **19. Financing Plan:**

The following is the current proposed financing plan for the Project:

<b>Description</b>	<b>Entity</b>	<b>Amount</b>
Tax-Exempt Bonds Construction Loan	CDLAC / TBD	\$36,500,000
Taxable Tail Construction Loan	TBD	\$25,248,000
Permanent Loan	Apple	\$8,100,000
4% Tax Credit Equity	TCAC	27,576,000
Affordable Housing Managed Pipeline (AHMP) Loan	LAHD	7,785,000
Affordable Housing and Sustainable Communities (AHSC) Loan	HCD	26,500,000
Infill Infrastructure Grant (IIG)	HCD	4,080,000
Land Loan	LAHD	6,565,000
Deferred Developer Fee	N/A	0
Project Based Vouchers	HACLA	97 Vouchers
<b>Total Funding Sources</b>		<b>\$80,606,000</b>

### **20. Milestones:**

The following summarizes the anticipated timeline for the Project:

<b>Action</b>	<b>Timing</b>
Exclusive Negotiating Agreement Executed	November 19, 2022
Key Terms and Conditions Executed	October 2022
HACLA PBV Award (97 PBVs)	February 2023
IIG Awarded	February 2023
AHSC Loan Awarded	September 2023
Amended & Restated Key Terms and Conditions Executed	April 2024
LAHD HOME Loan Awarded	April 2024
DDA Executed	April 2024
CDLAC/TCAC Application / Award	April 2024 / August 2024
Funding Sources Secured	August 2024
Land Sale / Construction Loan Closing	January 2025
Construction Commencement / Completion	February 2025 - August 2027
Placed in Service	August 2027
Project Stabilization / Permanent Loan Conversion	February 2028

--- Signatures on the next page ---

Agreement of Key Terms and Conditions:

This agreement of key terms and conditions is not a contract nor is it a guarantee of a funding commitment by the City. It is a worksheet that will be utilized to prepare the Disposition and Development Agreement, City Land Loan and associated City contractual documents.

LAHD

City of Los Angeles Housing Department


By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel Huynh  
Assistant General Manager

PARTNERSHIP:

DWC Campus, LP, a California limited partnership


By: DWC SP2 LLC, a California limited liability company, its managing general partner

By: Downtown Women's Center, a California nonprofit public benefit corporation, its sole member and manager

By:  \_\_\_\_\_  
Amy Turk  
Chief Executive Officer

By: GTM DWC AGP, LLC, a California limited liability company, its administrative general partner

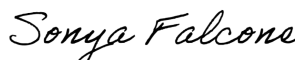
By: GTM Holdings, LLC, a California limited liability company, its sole member

By:  \_\_\_\_\_  
Mark Walther  
President

By: Daylight San Pedro, LLC, a California limited liability company, its co-administrative general partner

By: Daylight Community Development LLC, California limited liability company, its sole member

By: SF Interests LLC, its manager

By:  \_\_\_\_\_  
Sonya Falcone  
Manager

Attachment A	Parcel Legal Description
Attachment B	Parcel Map
Attachment C	Tentative Tract Map
Attachment D	Project Site Plan
Attachment E	Project Pro Forma

**Attachment A**  
**Legal Description**

## **Exhibit A**

### **LEGAL DESCRIPTION**

#### **DOWNTOWN WOMEN'S CENTER CAMPUS EXPANSION**

##### **PARCEL A (APN: 5147-007-901)**

THAT PORTION OF LOT "A" OF TRACT NO. 1133, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE 109 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT "A"; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 27 DEGREES 15' EAST 139.38 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO THOMAS E. GIBBON RECORDED ON MAY 10, 1933 AS INSTRUMENT NO. 795 IN BOOK 12127 PAGE 254 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE, ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SOUTHEASTERLY 150 FEET, MORE OR LESS, IN A DIRECT LINE, TO A POINT IN THE WESTERLY LINE OF THE STRIP OF LAND Order No: 09174213-917-CG8-KRE DESCRIBED IN PARCEL 2 OF THE DEED TO PATTEN AND DAVIES LUMBER COMPANY, RECORDED ON MAY 19, 1924 AS INSTRUMENT NO. 32 IN BOOK 3073 PAGE 332 OF SAID OFFICIAL RECORDS, SAID POINT BEING DISTANT SOUTH 27 DEGREES 15' WEST 102.97 FEET ALONG SAID WESTERLY LINE FROM THE SOUTHERLY LINE OF THE 40 FOOT RIGHT OF WAY ESTABLISHED BY AGREEMENT BETWEEN H. D. BOWMAN AND WIFE, AND CENTRAL PROPERTIES COMPANY, RECORDED ON MAY 6, 1922 AS INSTRUMENT NO. 18 IN BOOK 1053 PAGE 271 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE OF SAID STRIP OF LAND SOUTH 27 DEGREES 15' WEST 164.70 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 53 DEGREES 12' WEST 152.11 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

##### **PARCEL B (APN: 5147-007-007)**

THAT PORTION OF LOT "A" OF TRACT NO. 1133, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE 109 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT "A" DISTANT SOUTH 53 DEGREES 12' EAST 177.46 FEET FROM THE SOUTHWEST CORNER OF SAID LOT, BEING A POINT IN THE NORTHERLY LINE OF FIFTH STREET AT THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE LAND TO PATTEN AND DAVIES LUMBER COMPANY, RECORDED ON MAY 19, 1924 AS INSTRUMENT NO. 32 IN BOOK 3073 PAGE 332 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID PARCEL 1 OF SAID DEED NORTH 27 DEGREES 15' EAST 274.02 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN SAID PARCEL 1; THENCE ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAID PARCEL 1, NORTH 67 DEGREES 38' 30" WEST 25.09 FEET; THENCE SOUTH 27 DEGREES 15' WEST 267.67 FEET TO THE NORTH LINE OF FIFTH STREET; THENCE ALONG SAID SOUTH LINE SOUTH 53 DEGREES 12' EAST 25.35 FEET TO THE POINT OF BEGINNING.

**Common Address: 501 East 5<sup>th</sup> Street, Los Angeles, CA 90005**

**Attachment B**  
**Parcel Map**





2015

MAPPING AND GIS  
SERVICES  
SCALE 1" = 50'

PG 6

TRACT 43

PG 8

CITY LANDS OF LOS ANGELES  
MR 2 - 504, 505

8<sup>TH</sup> ST

PG 5

TRACT

PG 8

C.F. 464  
110.62

SAN PEDRO

BK 5148

MB

Parcel A

Parcel B

BK 5148

CITY (901)

23090±SF  
# 794 5-10-33

18

ST

PG 25

WINSTON ST

BK 5148

5TH ST

PG 25

WINSTON ST

BK 5148

8<sup>TH</sup> ST

5TH ST

PG 25

**Attachment D**  
**Project Site Plan**





3573 HAYDEN AVENUE  
CULVER CITY, CA 90232  
310.399.7975  
KFALOSANGELES.COM

DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
LOS ANGELES, CA 90013

DOWNTOWN WOMEN'S CENTER  
442 SOUTH SAN PEDRO ST  
LOS ANGELES, CA 90013

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COPYRIGHTED WORK OF KFA AND MAY NOT  
BE REPRODUCED WITHOUT WRITTEN PERMISSION  
SUBMITTAL:

PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
COVER SHEET

SHEET NUMBER:  
G000

15/07/2023 10:47:21 AM



SHEET INDEX

GENERAL		ARCHITECTURAL		LANDSCAPE	
G000	COVER SHEET	A00	PLOT PLAN	L2.10	FIRST FLOOR LANDSCAPE PLAN
G001	PROJECT INFORMATION	A101	LEVEL P1 PLAN	L2.20	SECOND FLOOR LANDSCAPE PLAN
G002	PROJECT CONTEXT	A110	FIRST FLOOR PLAN	L2.21	SECOND FLOOR LANDSCAPE VIEWS
G003	FUNDING REQUIREMENTS	A120	SECOND FLOOR PLAN		
G020	FAR CALCULATIONS	A130	THIRD FLOOR PLAN		
G021	OPEN SPACE CALCULATIONS	A140	FOURTH FLOOR PLAN		
G080	SURVEY	A150	FIFTH FLOOR PLAN		
G081	SURVEY	A160	SIXTH FLOOR PLAN		
		A170	SEVENTH FLOOR PLAN		
		A180	ROOF PLAN		
		A200	ELEVATIONS		
		A201	ELEVATIONS		
		A202	RENDERINGS		
		A203	RENDERINGS		
		A204	RENDERINGS		
		A205	RENDERINGS		
		A300	BUILDING SECTION		
		A600	ENLARGED PLANS		



GENERAL NOTES	UNIT MATRIX			REQUIRED PARKING			FAR	LEGAL DESCRIPTION			PROJECT INFORMATION		
<div>1. THE WORK SHALL CONFORM TO THE APPLICABLE BUILDING CODE, AND ALL OTHER ORDINANCES, CODES, AND REGULATIONS LISTED IN THE SPECIFICATIONS OR ON THE DRAWINGS, AND REQUIRED BY LOCAL BUILDING AUTHORITIES. THE GOVERNING CODES, RULES, AND REGULATIONS ARE COLLECTIVELY REFERRED TO AS "THE CODE". CONTRACTOR SHALL REPORT ANY INCONSISTENCIES, CONFLICTS OR OMISSIONS HE MAY DISCOVER TO THE ARCHITECT FOR INTERPRETATION PRIOR TO PERFORMING THE WORK.</div> <div>2. CONSTRUCTION SHALL COMPLY WITH PERTINENT HEALTH AND SAFETY REGULATIONS FOR REQUIRED METHODS PROTECTING PUBLIC AND CONSTRUCTION WORKER'S HEALTH AND SAFETY DURING THE CONSTRUCTION PERIOD.</div> <div>3. BEFORE ORDERING ANY MATERIAL, OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THE BUILDING SITE AND SHALL BE RESPONSIBLE FOR CORRECTNESS OF SAME.</div> <div>4. DIMENSIONS SHALL BE AS INDICATED ON THE DRAWINGS. CLARIFICATIONS, IF REQUIRED, SHALL BE OBTAINED FROM THE ARCHITECT. THE DRAWING SHALL NOT BE SCALED.</div> <div>5. ALL ITEMS MARKED NIC ON THE SPECIFICATIONS AND DRAWINGS MEANS NOT IN CONTRACT.</div> <div>6. DO NOT MAKE ANY SUBSTITUTIONS WITHOUT PERMISSION OF THE ARCHITECT OR THE OWNER.</div> <div>7. WORK INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS AS NIC, OR BY SEPARATE CONTRACTORS, IS NOT PART OF THIS CONTRACT. CONTRACTOR SHALL COOPERATE FULLY WITH ALL SEPARATE CONTRACTORS EMPLOYED BY THE OWNER.</div> <div>8. THE CLIENT, ARCHITECT, CONSULTANTS, AND ALL INSPECTORS FROM PERTINENT AGENCIES SHALL BE PERMITTED ACCESS TO THE JOB SITE AT ALL TIMES DURING NORMAL WORKING HOURS.</div> <div>9. WINDOW AND DOOR DIMENSIONS FOR PREFABRICATED WINDOW AND DOOR UNITS HAVE BEEN ROUNDED TO THE NEAREST INCH ON THE DRAWINGS. SPECIFIC DIMENSIONS BY MANUFACTURERS MAY VARY FROM THE DRAWINGS.</div> <div>10. THE CONTRACTOR SHALL VERIFY LOCATION AND SIZE OF ALL FLOOR, ROOF, AND WALL OPENINGS WITH ALL APPLICABLE DRAWINGS.</div> <div>11. DETAILS ARE INTENDED TO SHOW THE INTENT OF THE DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT THE FIELD DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK OF THE CONTRACT.</div> <div>12. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE THE METHODS OF CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES INCLUDING, BUT NOT LIMITED TO BRACING AND SHORING. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE ARCHITECT AND/OR ENGINEER SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES TO THE CONSTRUCTION PROCEDURES.</div> <div>ANY SUPPORT SERVICES PERFORMED BY THE ARCHITECT AND/OR ENGINEER DURING THE CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH IS FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ARCHITECT AND/OR ENGINEER, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED PRIOR TO, DURING, OR AFTER COMPLETION OF CONSTRUCTION, ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING GENERAL CONFORMANCE WITH CONTRACT DOCUMENTS, BUT DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.</div> <div>IN THE EVENT OF CONFLICTING REQUIREMENTS BETWEEN ITEMS ON THE DRAWING OR BETWEEN ITEMS IN THE SPECIFICATIONS, OR BETWEEN ITEMS ON THE DRAWINGS AND IN THE SPECIFICATIONS, THE MORE STRINGENT OR COSTLY SHALL GOVERN, UNLESS DECIDED OTHERWISE BY THE ARCHITECT.</div>	<div>UNIT</div> <div>NUMBER</div> <div>UNIT TYPE</div> <div>UNIT AREA</div> <div>2ND FLOOR</div> <div>201MANAGER'S UNIT611 SF</div> <div>2ND FLOOR</div> <div>204STUDIO UNIT296 SF</div> <div>205STUDIO UNIT296 SF</div> <div>206STUDIO UNIT296 SF</div> <div>207STUDIO UNIT296 SF</div> <div>208STUDIO UNIT296 SF</div> 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<div>PROPOSED FAR:68,869 SF/29,596 SF: 12.33:1</div> <div>LEVELFARAREA (SF)</div> <div>1ST FLOORRESIDENTIAL15257</div> <div>2ND FLOORRESIDENTIAL9372</div> <div>3RD FLOORRESIDENTIAL9293</div> <div>4TH FLOORRESIDENTIAL8917</div> <div>5TH FLOORRESIDENTIAL8804</div> <div>6TH FLOORRESIDENTIAL8540</div> <div>7TH FLOORRESIDENTIAL8686</div> <div>GRAND TOTAL68869</div> <div>OPEN SPACE</div> <div>OPEN SPACE REQUIREMENTS PER LAMC 12.21 G:</div> <div>100 SF/UNIT &lt; 3 HABITABLE ROOMS (STUDIO &amp; 1 BR UNITS)</div> <div>125 SF/UNIT = 3 HABITABLE ROOMS (2 BR UNITS)</div> <div>175 SF/UNIT &gt; 3 HABITABLE ROOMS (3 BR UNITS)</div> <div>NOTE:</div> <div>1. A KITCHEN IS NOT CONSIDERED A HABITABLE ROOM FOR PURPOSES OF CALCULATING OPEN SPACE.</div> <div>PERCENT OF LANDSCAPED OPEN SPACE</div> <div>LANDSCAPED OPEN 25%.</div> <div>REQUIRED OPEN SPACE</div> <div>NAME# OF UNITSREQ'D OPEN SPACE</div> <div>STUDIO UNIT979700 SF</div> <div>MANAGER'S UNIT1125 SF</div> <div>700 SF</div> <div>Grand total9825 SF</div> <div>REQUIRED LANDSCAPED OPEN SPACE = 9.825 SF X 0.25 = 2,457 SF</div> <div>ALLOWABLE INDOOR COMMON SPACE = 9.825 SF X 0.25 = 2,457 SF</div> <div>PROPOSED OPEN SPACE</div> <div>LEVELNAMEArea</div> <div>INDOOR</div> <div>1ST FLOORCOMMUNITY ROOM1339 SF</div> <div>2ND FLOORCOMMUNITY ROOM A402 SF</div> <div>2ND FLOORCOMMUNITY ROOM B696 SF</div> <div>2437 SF</div> <div>OUTDOOR</div> <div>1ST FLOORENTRY COURTYARD1651 SF</div> <div>2ND FLOORNORTH COURTYARD4861 SF</div> <div>2ND FLOORSOUTH COURTYARD1090 SF</div> <div>7602 SF</div> <div>10039 SF</div>	<div>ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:</div> <div>THAT PORTION OF LOT "A" OF TRACT NO. 1133, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18 PAGE 109 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:</div> <div>BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT "A", THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 27 DEGREES 15' EAST 139.38 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO THOMAS E. GIBBON RECORDED ON MAY 10, 1933 AS INSTRUMENT NO. 795 IN BOOK 12127 PAGE 254 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SOUTHEASTERLY 150 FEET, MORE OR LESS, IN A DIRECT LINE, TO A POINT IN THE WESTERLY LINE OF THE STRIP OF LAND DESCRIBED IN PARCEL 2 OF THE DEED TO PATTEN AND DAVIES LUMBER COMPANY, RECORDED ON MAY 19, 1924 AS INSTRUMENT NO. 32 IN BOOK 3073 PAGE 332 OF SAID OFFICIAL RECORDS, SAID POINT BEING DISTANT SOUTH 27 DEGREES 15' WEST 102.97 FEET ALONG SAID WESTERLY LINE FROM THE SOUTHERLY LINE OF THE 40 FOOT RIGHT OF WAY ESTABLISHED BY AGREEMENT BETWEEN H.D. BOWMAN AND WIFE, AND CENTRAL PROPERTIES COMPANY, RECORDED ON MAY 6, 1922 AS INSTRUMENT NO. 16 IN BOOK 1053 PAGE 271 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG SAID WESTERLY LINE OF SAID STRIP OF LAND SOUTH 27 DEGREES 15' WEST 164.70 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT "A", THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 53 DEGREES 12' WEST 152.11 FEET, MORE OR LESS TO THE POINT OF BEGINNING.</div> <div>UNIT COUNT</div> <div>UNIT TYPENUMBER OF BEDROOMSQUANTITY</div> <div>STUDIO UNIT097</div> <div>MANAGER'S UNIT21</div> <div>GRAND TOTAL98</div> <div>MOBILITY &amp; COMMUNICATION UNITS</div> <div>PROJECT WILL PROVIDE 15 UNITS WITH MOBILITY FEATURES</div> <div>(98 UNITS X 15% = 14.7 = 15)</div> <div>STUDIOS = 15 MOBILITY UNITS (UNITS 204, 211, 214, 302, 316, 409, 417, 506, 513, 603, 605, 610, 701, 706, 712)</div> <div>PROJECT WILL PROVIDE 10 UNITS WITH COMMUNICATION FEATURES</div> <div>(98 UNITS X 10% = 9.8 = 10)</div> <div>STUDIOS = 10 COMMUNICATION UNITS (UNITS 216, 304, 312, 402, 414, 508, 518, 601, 613, 710)</div> <div>BIKE PARKING</div> <div>REQUIRED LONG TERM BIKE PARKING</div> <div>UNITS 1-25 = 1 PER 1 UNIT = 25/1 = 25 SPACES</div> <div>UNITS 26-100 = 1 PER 1.5 UNITS = 73/1.5 = 49 SPACES</div> <div>74 SPACES REQUIRED</div> <div>REQUIRED SHORT TERM BIKE PARKING</div> <div>UNITS 1-25 = 1 PER 10 UNITS = 25/10 = 2.5 SPACES</div> <div>UNITS 26-100 = 1 PER 15 UNITS = 73/15 = 4.8 SPACES</div> <div>8 SPACES REQUIRED</div> <div>PROVIDED LONG TERM BIKE PARKING = 74 SPACES</div> <div>PROVIDED SHORT TERM BIKE PARKING = 8 SPACES</div> <div>ACCESSIBILITY</div> <div>PROJECT MUST MEET PROGRAM ACCESSIBILITY REQUIREMENTS OF 24 CFR 983.102, THE ACCESSIBILITY REQUIREMENTS OF SECTION 504 OF THE REHABILITATION ACT (SECTION 504) AND TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), AS WELL AS THE DESIGN AND CONSTRUCTION REQUIREMENTS OF THE FAIR HOUSING ACT, AS APPLICABLE. 24 CFR PART 8 (SECTION 504); 24 CFR PART 100 (FAIR HOUSING ACT), 28 CFR PART 35 (TITLE II OF THE ADA).</div> <div>IN ACCORDANCE WITH 24 CFR 983.102, PBV HOUSING MUST COMPLY WITH PROGRAM ACCESSIBILITY REQUIREMENTS OF SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8. THE PERCENTAGE OF ACCESSIBLE UNITS MUST COMPLY WITH THE REQUIREMENTS OF SECTION 504 AS IMPLEMENTED BY HUD'S REGULATIONS AT 24 CFR PART 8, SUBPART C.</div>	<div>PROJECT NAME: DOWNTOWN WOMEN'S CENTER</div> <div>ADDRESS: 501 E 5TH ST, LOS ANGELES, CA 90013</div> <div>OWNER: DOWNTOWN WOMEN'S CENTER</div> <div>PROJECT DESCRIPTION: 97 UNITS OF RESTRICTED AFFORDABLE PERMANENT SUPPORTIVE HOUSING STUDIO UNITS &amp; 1 (2-BEDROOM) MANAGER UNIT OVER 1 LEVEL OF SUBTERRANEAN PARKING</div> <div>CONSTRUCTION TYPE: TYPE IIIA OVER TYPE IA</div> <div>ZONING: M2-2D (EXISTING) [T]Q[C2-2D (PROPOSED)</div> <div>FLOOD ZONE: X</div> <div>SITE AREA: 29,596 SF</div> <div>SET BACKS: PER ZI-2385 GREATER DOWNTOWN HOUSING INCENTIVE. FRONT: NONE REQUIRED. SIDE: NONE REQUIRED. REAR: NONE REQUIRED</div> <div>ALLOWABLE DENSITY: 1 DWELLING PER 200 SF (DEVELOPED PER R5) 29,596 SF (LOT AREA)/200 SF/DOU = 148 UNITS UNLIMITED DENSITY ALLOWED PER ZI-2385 GREATER DOWNTOWN HOUSING INCENTIVE</div> <div>PROPOSED DENSITY: 98 UNITS (97 STUDIOS + 1 MANAGER UNIT)</div> <div>ALLOWABLE BLDG HEIGHT: UNLIMITED</div> <div>PROPOSED BLDG HEIGHT: 85'-0" (7 STORIES)</div> <div>OCCUPANCY TYPE: R-2 RESIDENTIAL S-2 PARKING GARAGE B OFFICES</div> <div>VICINITY MAP</div> <div>S 1 MAIN ST S LOS ANGELES ST E 5TH STREET E 6TH STREET W 1ST STREET W 2ND STREET W 3RD STREET W 4TH STREET W 5TH STREET W 6TH STREET W 7TH STREET W 8TH STREET W 9TH STREET W 10TH STREET W 11TH STREET W 12TH STREET W 13TH STREET W 14TH STREET W 15TH STREET W 16TH STREET W 17TH STREET W 18TH STREET W 19TH STREET W 20TH STREET W 21ST STREET W 22ND STREET W 23RD STREET W 24TH STREET W 25TH STREET W 26TH STREET W 27TH STREET W 28TH STREET W 29TH STREET W 30TH STREET W 31ST STREET W 32ND STREET W 33RD STREET W 34TH STREET W 35TH STREET W 36TH STREET W 37TH STREET W 38TH STREET W 39TH STREET W 40TH STREET W 41ST STREET W 42ND STREET W 43RD STREET W 44TH STREET W 45TH STREET W 46TH STREET W 47TH STREET W 48TH STREET W 49TH STREET W 50TH STREET W 51ST STREET W 52ND STREET W 53RD STREET W 54TH STREET W 55TH STREET W 56TH STREET W 57TH STREET W 58TH STREET W 59TH STREET W 60TH STREET W 61ST STREET W 62ND STREET W 63RD STREET W 64TH STREET W 65TH STREET W 66TH STREET W 67TH STREET W 68TH STREET W 69TH STREET W 70TH STREET W 71ST STREET W 72ND STREET W 73RD STREET W 74TH STREET W 75TH STREET W 76TH STREET W 77TH STREET W 78TH STREET W 79TH STREET W 80TH STREET W 81ST STREET W 82ND STREET W 83RD STREET W 84TH STREET W 85TH STREET W 86TH STREET W 87TH STREET W 88TH STREET W 89TH STREET W 90TH STREET W 91ST STREET W 92ND STREET W 93RD STREET W 94TH STREET W 95TH STREET W 96TH STREET W 97TH STREET W 98TH STREET W 99TH STREET W 100TH STREET</div>							
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# DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
LOS ANGELES, CA 90013

DOWNTOWN WOMEN'S CENTER  
442 SOUTH SAN PEDRO ST  
LOS ANGELES, CA 90013

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## PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

## PROJECT CONTEXT

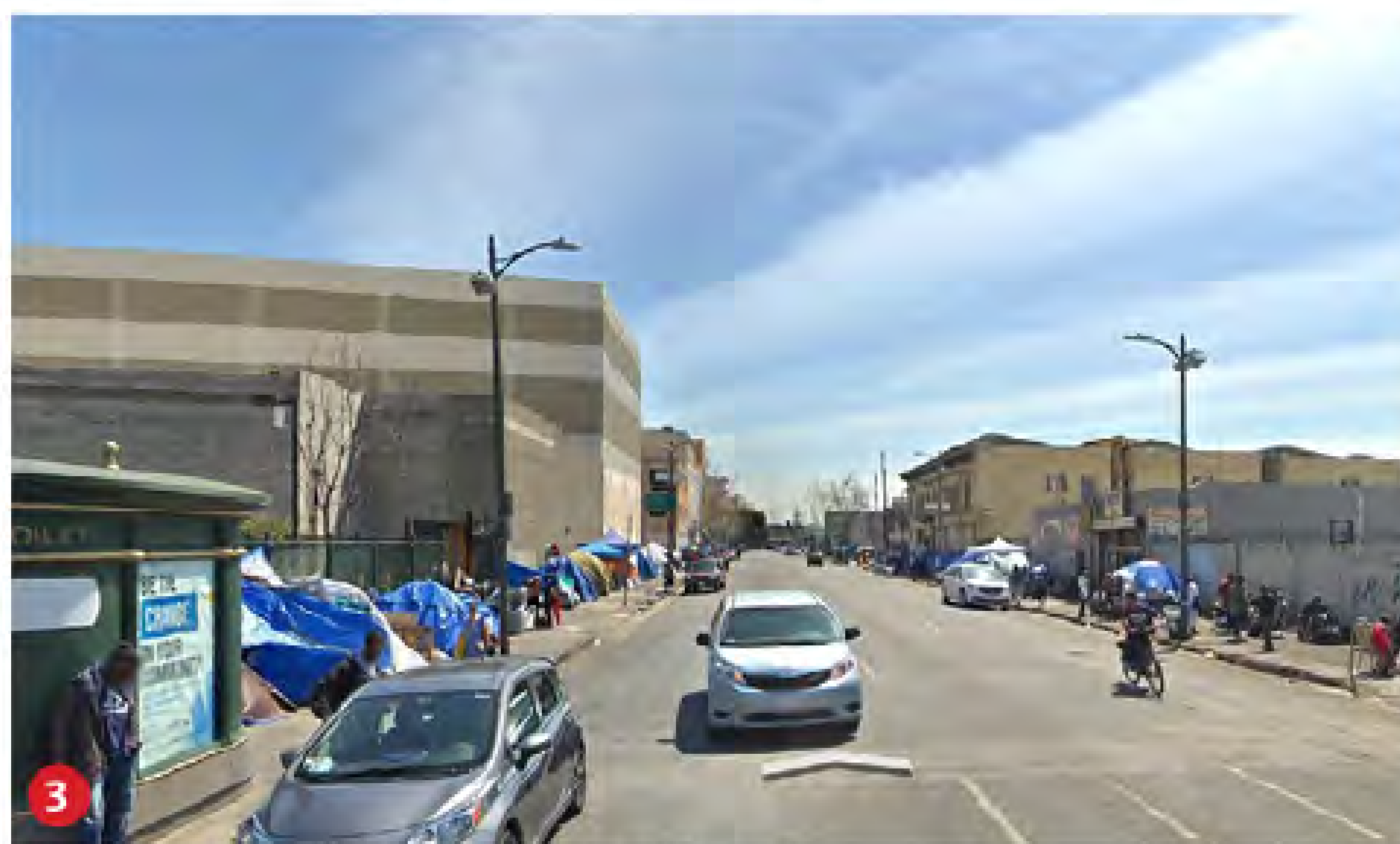
SHEET NUMBER  
**G002**  
15/0007 10:47:25 AM



VIEW LOOKING EAST ON 5TH STREET



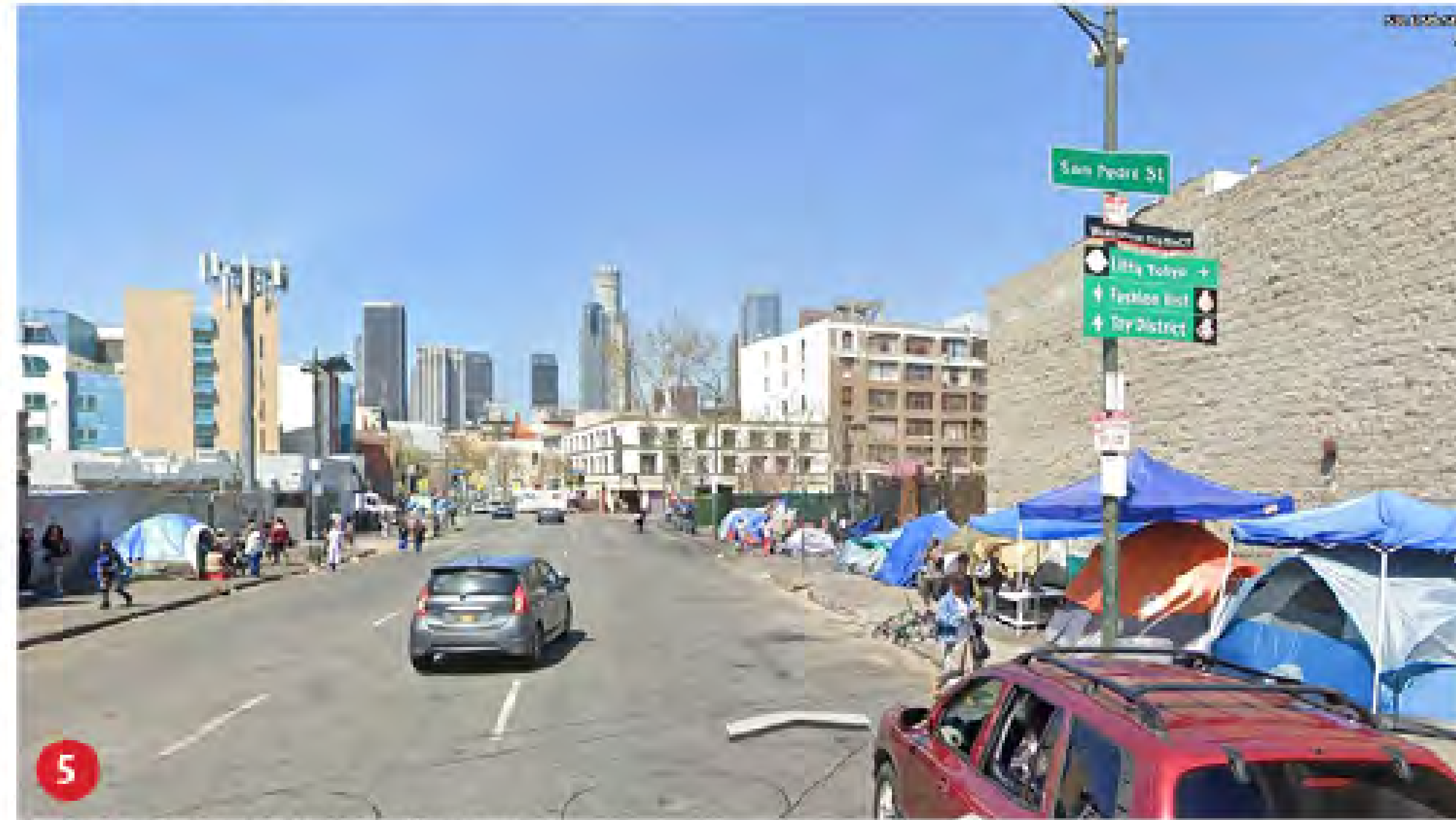
VIEW LOOKING NORTHEAST AT CORNER OF 5TH AND SAN PEDRO



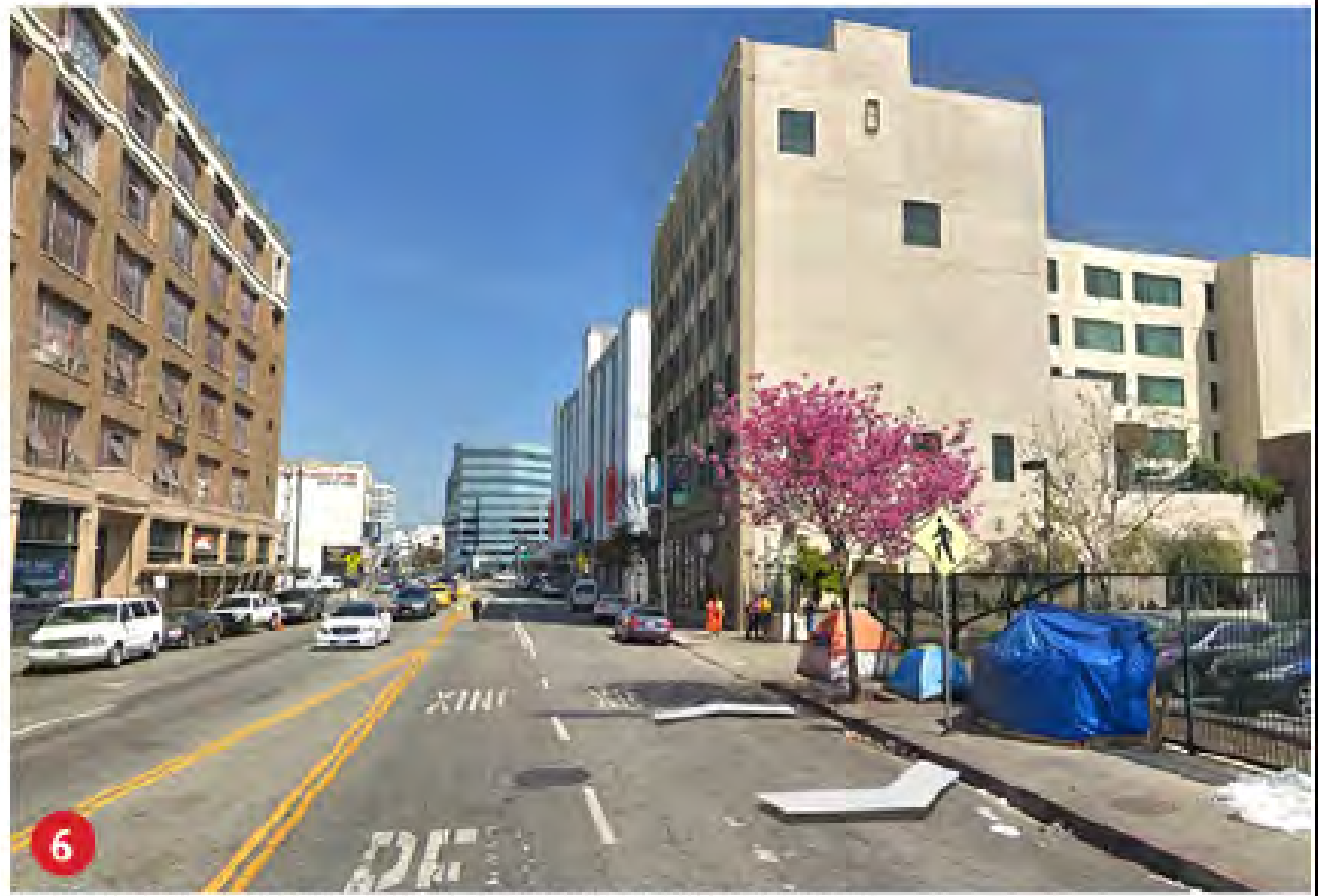
VIEW LOOKING EAST ON 5TH STREET FROM PROJECT SITE



VIEW AT EXISTING DRIVEWAY GATE FROM 5TH STREET



VIEW LOOKING WEST FROM 5TH STREET



VIEW LOOKING NORTH FROM SAN PEDRO AT PROJECT SITE



VIEW LOOKING NORTH FROM SAN PEDRO AT 5TH STREET



VIEW LOOKING NORTH FROM SAN PEDRO SOUTH OF 5TH STREET

NOTE: IMAGES COPYRIGHT GOOGLE EARTH










21



11




13



3



15



NOTES

<b>LOT AREA:</b>	29,596 SF
<b>MULTIPLIER:</b>	3.0:1
<b>ALLOWABLE FAR:</b>	LOT AREA X MULTIPLIER = 29,596 SF X 3 = 88,788 SF
<b>PROPOSED FAR:</b>	68,869 SF/29,596 SF: 1 2.33:1

PROPOSED FAR
--------------





LEVEL	FAR	AREA (SF)
1ST FLOOR	RESIDENTIAL	15257
2ND FLOOR	RESIDENTIAL	9372
3RD FLOOR	RESIDENTIAL	9293
4TH FLOOR	RESIDENTIAL	8917
5TH FLOOR	RESIDENTIAL	8804
6TH FLOOR	RESIDENTIAL	8540
7TH FLOOR	RESIDENTIAL	8686
		68869
GRAND TOTAL		68869

SHEET NOTES

MEASUREMENT PER LAMC 12.03:  
AREA IN SQUARE FEET CONFINED WITHIN THE EXTERIOR WALLS OF A BUILDING, BUT NOT INCLUDING THE AREA OF THE FOLLOWING:  
EXTERIOR WALLS, STAIRWAYS, SHAFTS, ROOMS HOUSING BUILDING EQUIPMENT OR MACHINERY, PARKING AREAS WITH ASSOCIATED DRIVEWAYS AND RAMPS, SPACE FOR THE LANDING AND STORAGE OF HELICOPTERS, AND BASEMENT STORAGE AREAS.

### LEGEND

## FAR LEGEND

-  COMMERCIAL  
 PARKING  
 RESIDENTIAL  
 SHAFT (NOT FAR)



**3573 HAYDEN AVENUE  
CULVER CITY, CA 90232  
310.399.7975  
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# DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
LOS ANGELES, CA 90013

DOWNTOWN WOMEN'S CENTER  
442 SOUTH SAN PEDRO ST  
LOS ANGELES, CA 90013

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## PROGRESS SET

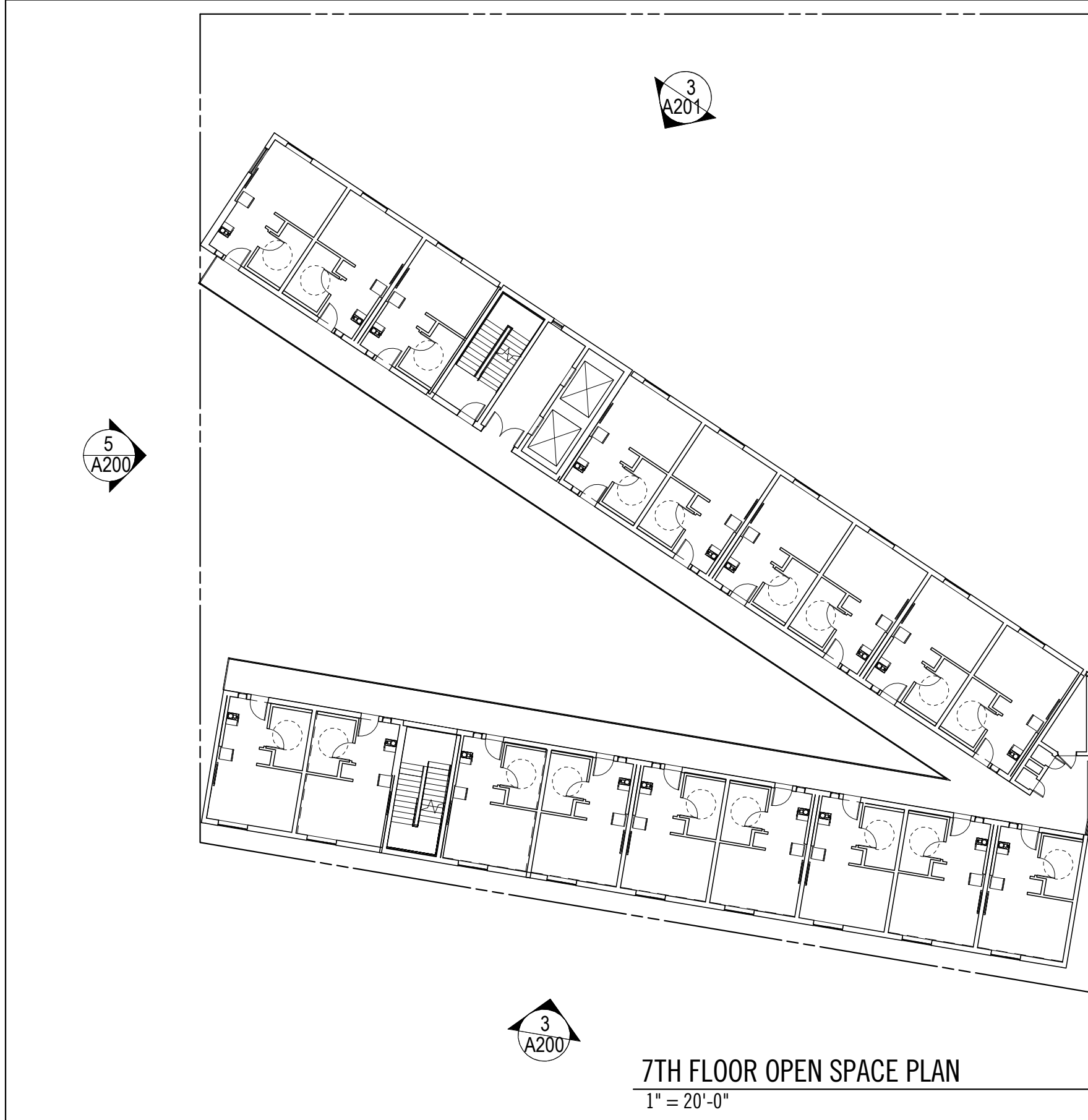
JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
**FAR CALCULATIONS**

SHEET NUMBER:  
**G020**

7/5/2023 10:47:44 AM





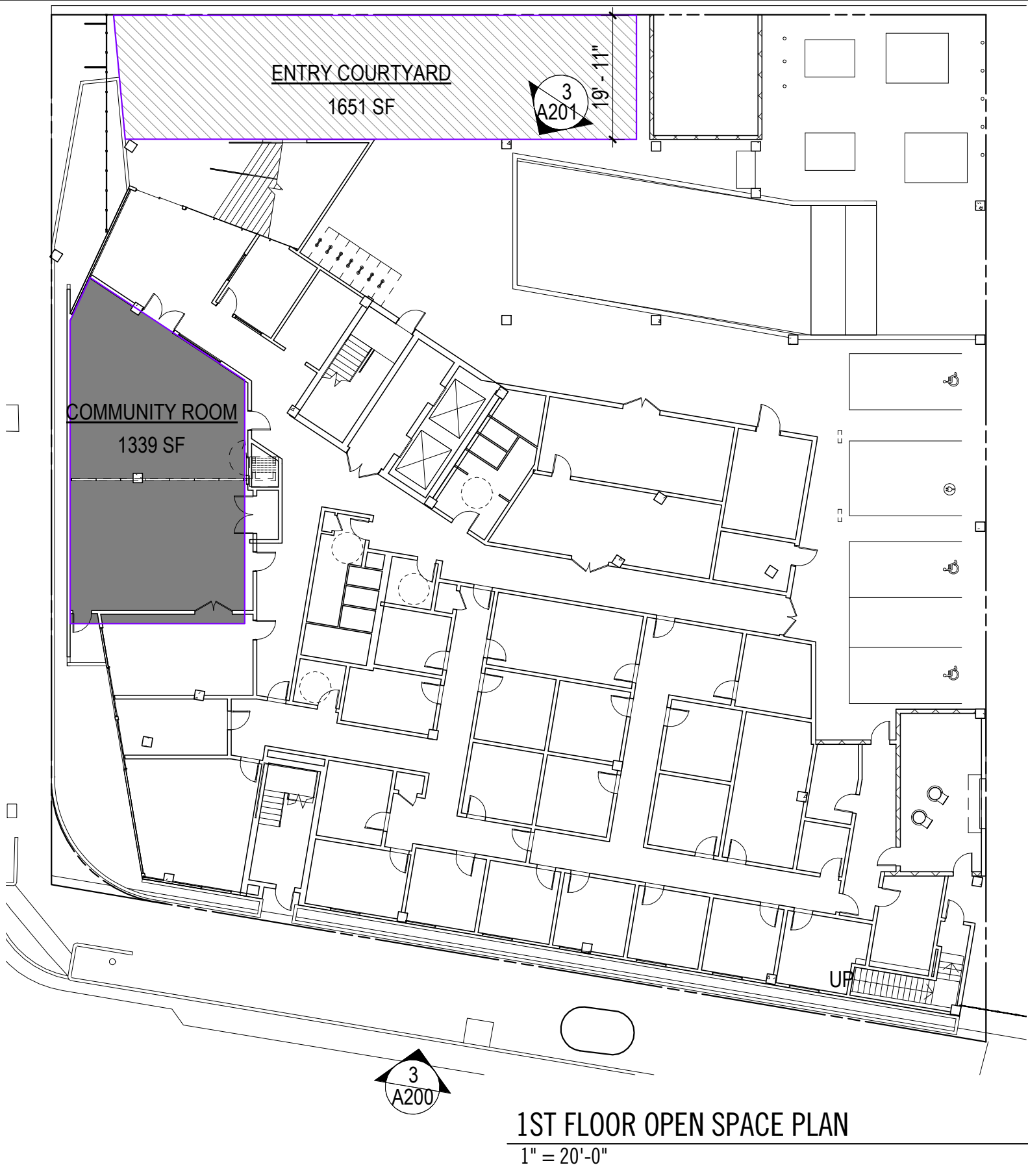
7TH FLOOR OPEN SPACE PLAN  
1" = 20'-0"

21



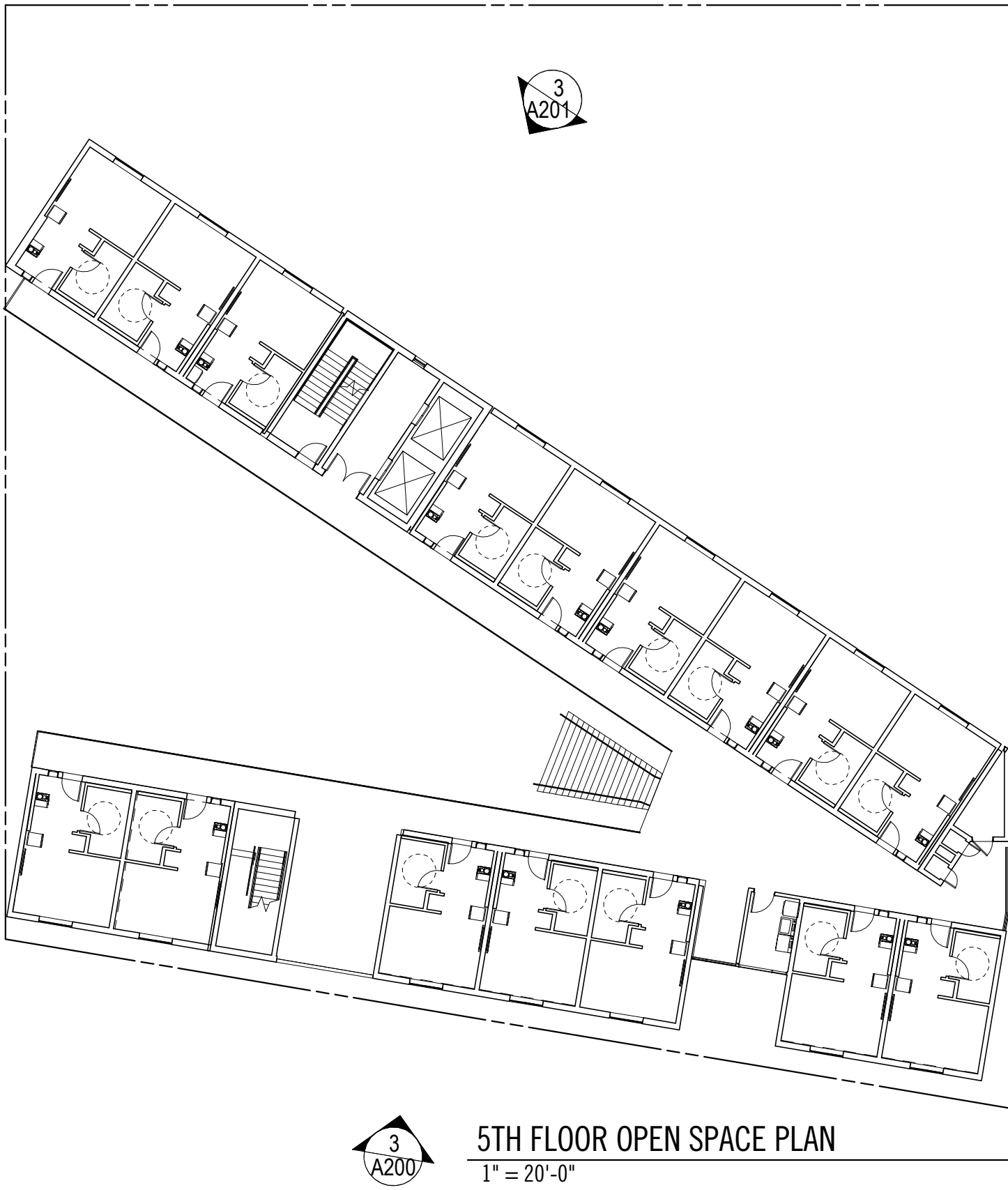
4TH FLOOR OPEN SPACE PLAN  
1" = 20'-0"

4



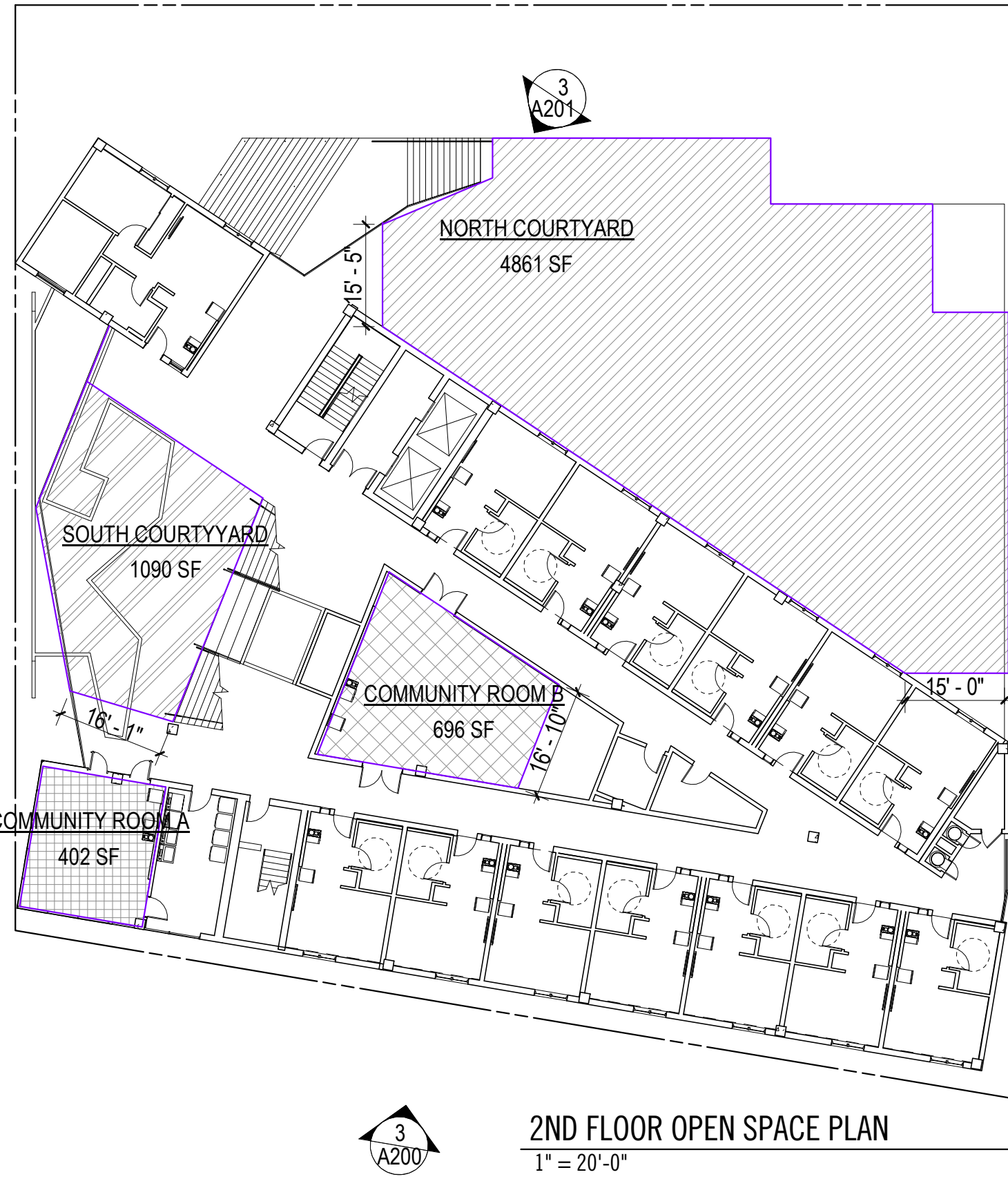
1ST FLOOR OPEN SPACE PLAN  
1" = 20'-0"

1



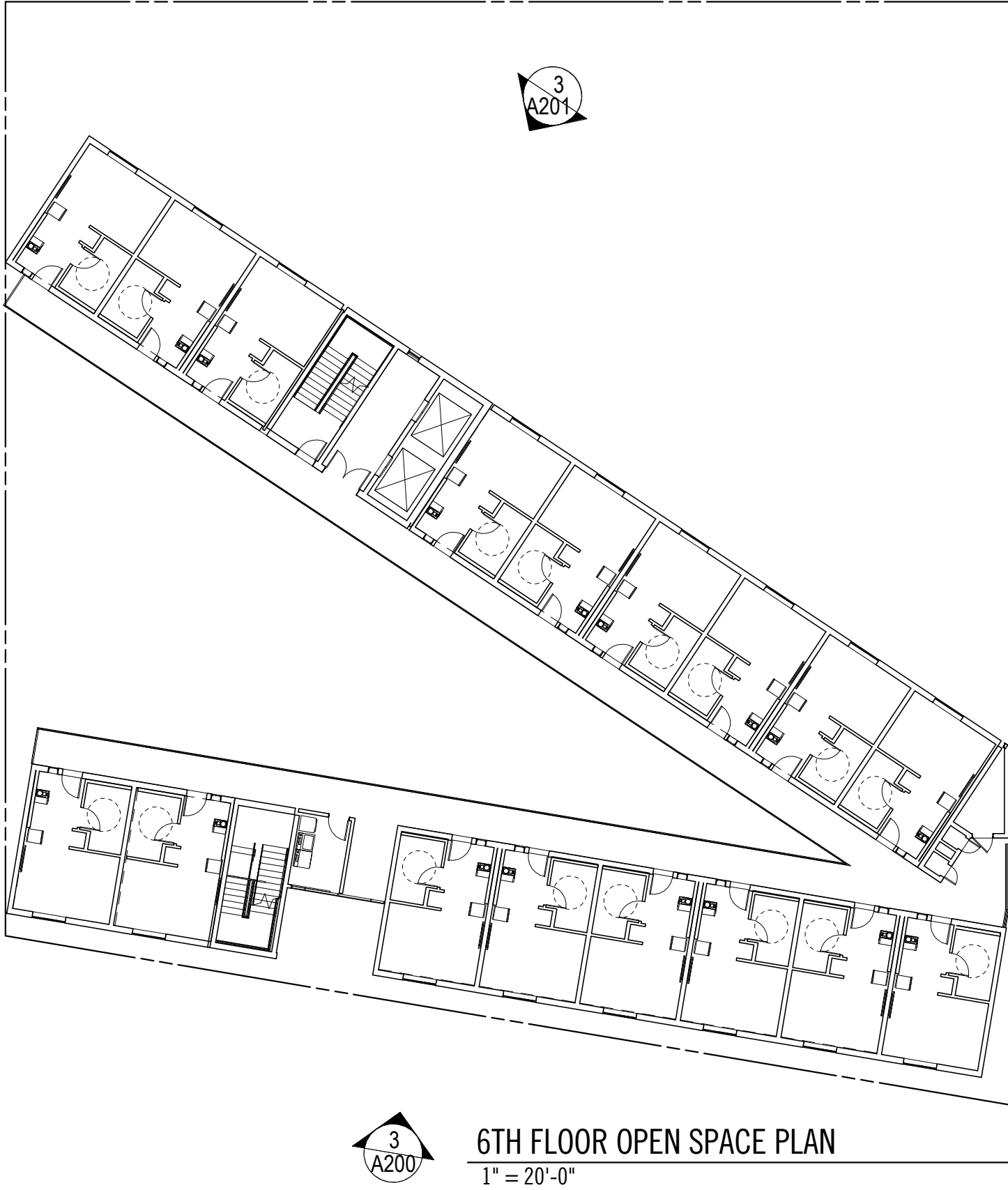
5TH FLOOR OPEN SPACE PLAN  
1" = 20'-0"

13



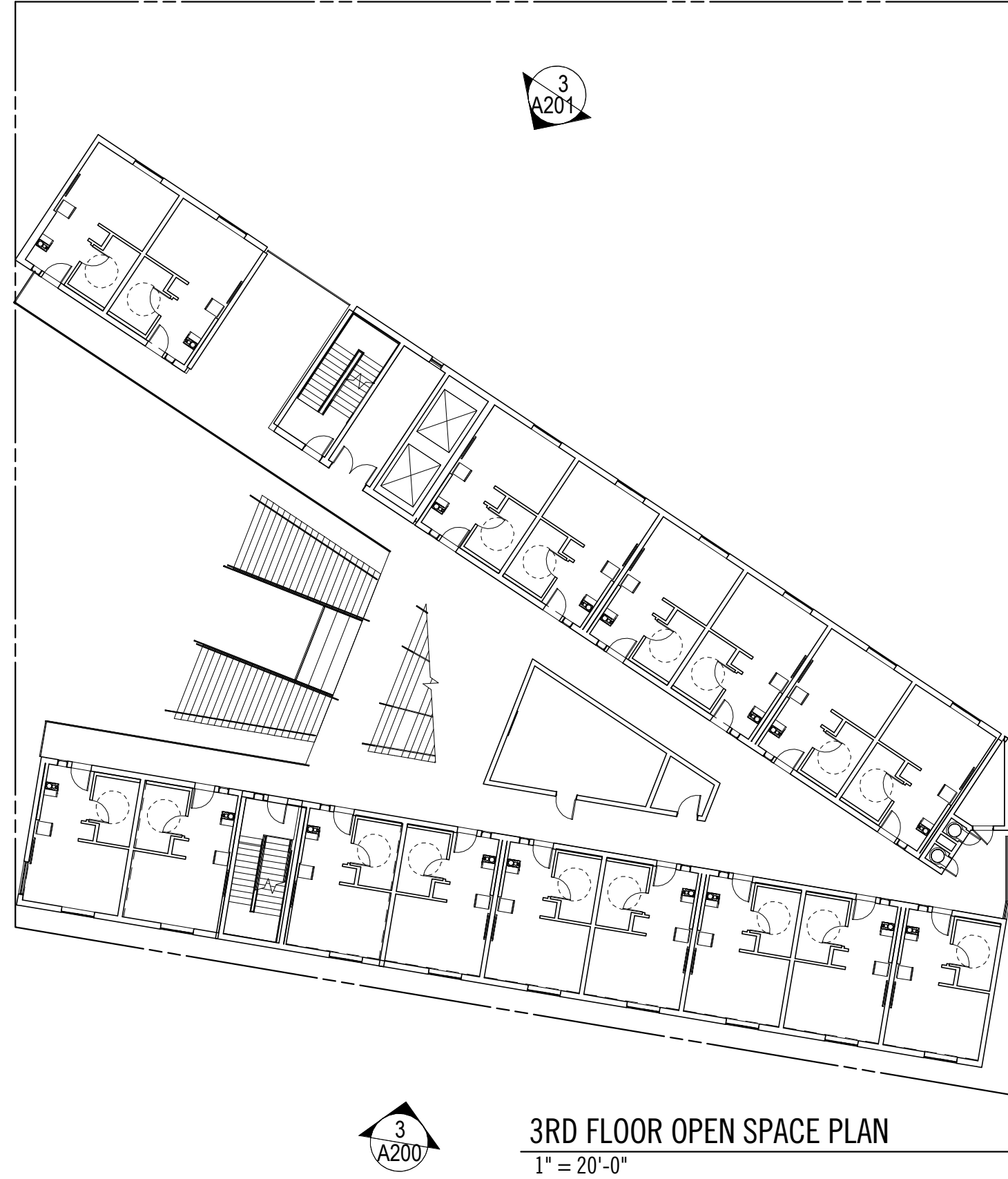
2ND FLOOR OPEN SPACE PLAN  
1" = 20'-0"

3



6TH FLOOR OPEN SPACE PLAN  
1" = 20'-0"

15



3RD FLOOR OPEN SPACE PLAN  
1" = 20'-0"

5

**NOTES**

OPEN SPACE REQUIREMENTS PER LAMC 12.21 G:

100 SF/UNIT < 3 HABITABLE ROOMS (STUDIO & 1 BR UNITS)  
125 SF/UNIT = 3 HABITABLE ROOMS (2 BR UNITS)  
175 SF/UNIT > 3 HABITABLE ROOMS (3 BR UNITS)

NOTE:  
1. A KITCHEN IS NOT CONSIDERED A HABITABLE ROOM FOR PURPOSES OF CALCULATING OPEN SPACE.

PERCENT OF LANDSCAPED OPEN SPACE  
LANDSCAPED OPEN 25%.

**REQUIRED OPEN SPACE**

NAME	# OF UNITS	REQ'D OPEN SPACE
STUDIO UNIT	97	9700 SF
MANAGER'S UNIT	1	125 SF
	7	0 SF
REQUIRED LANDSCAPED OPEN SPACE =		9825 SF
9,825 SF X 0.25 = 2,467 SF		
ALLOWABLE INDOOR COMMON SPACE =		9,825 SF X 0.25 = 2,467 SF

**PROPOSED OPEN SPACE**

LEVEL	NAME	Area
INDOOR		
1ST FLOOR	COMMUNITY ROOM	1339 SF
2ND FLOOR	COMMUNITY ROOM A	402 SF
2ND FLOOR	COMMUNITY ROOM B	696 SF
		2437 SF
OUTDOOR		
1ST FLOOR	ENTRY COURTYARD	1651 SF
2ND FLOOR	NORTH COURTYARD	4861 SF
2ND FLOOR	SOUTH COURTYARD	1090 SF
GRAND TOTAL		10039 SF

**LEGEND**

- COMMUNITY ROOM
- COMMUNITY ROOM A
- COMMUNITY ROOM B
- ENTRY COURTYARD
- NORTH COURTYARD
- SOUTH COURTYARD



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SUBMITTAL:

**PROGRESS SET**

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

**OPEN SPACE  
CALCULATIONS**

SHEET NUMBER:  
**G021**

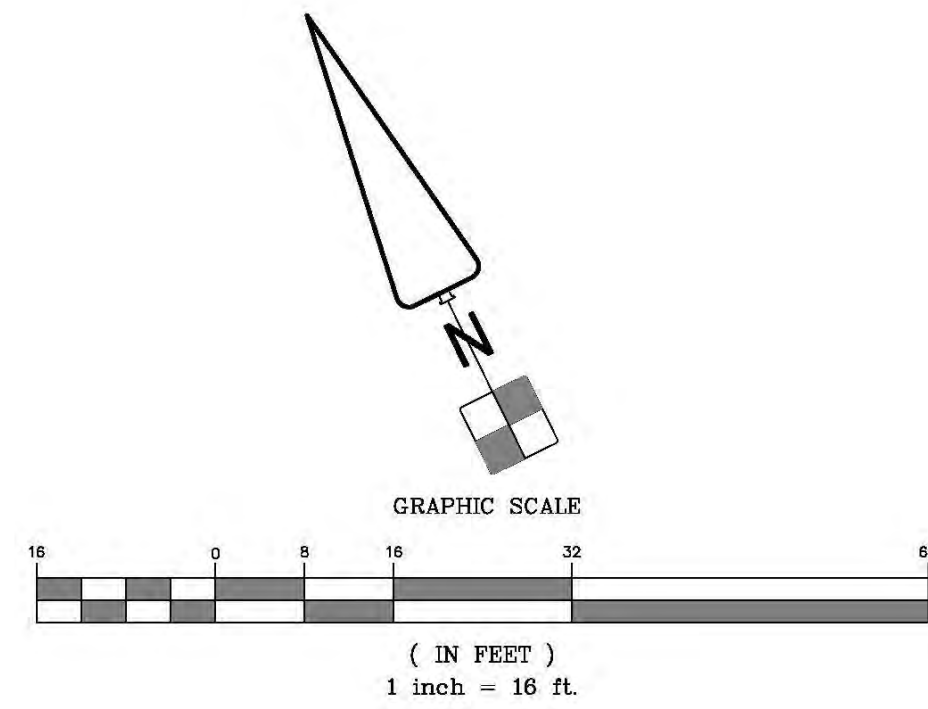






A.L.T.A. / N.S.P.S. Land Title Survey  
Downtown Women's Center

Sheet 2 of 2 Sheets

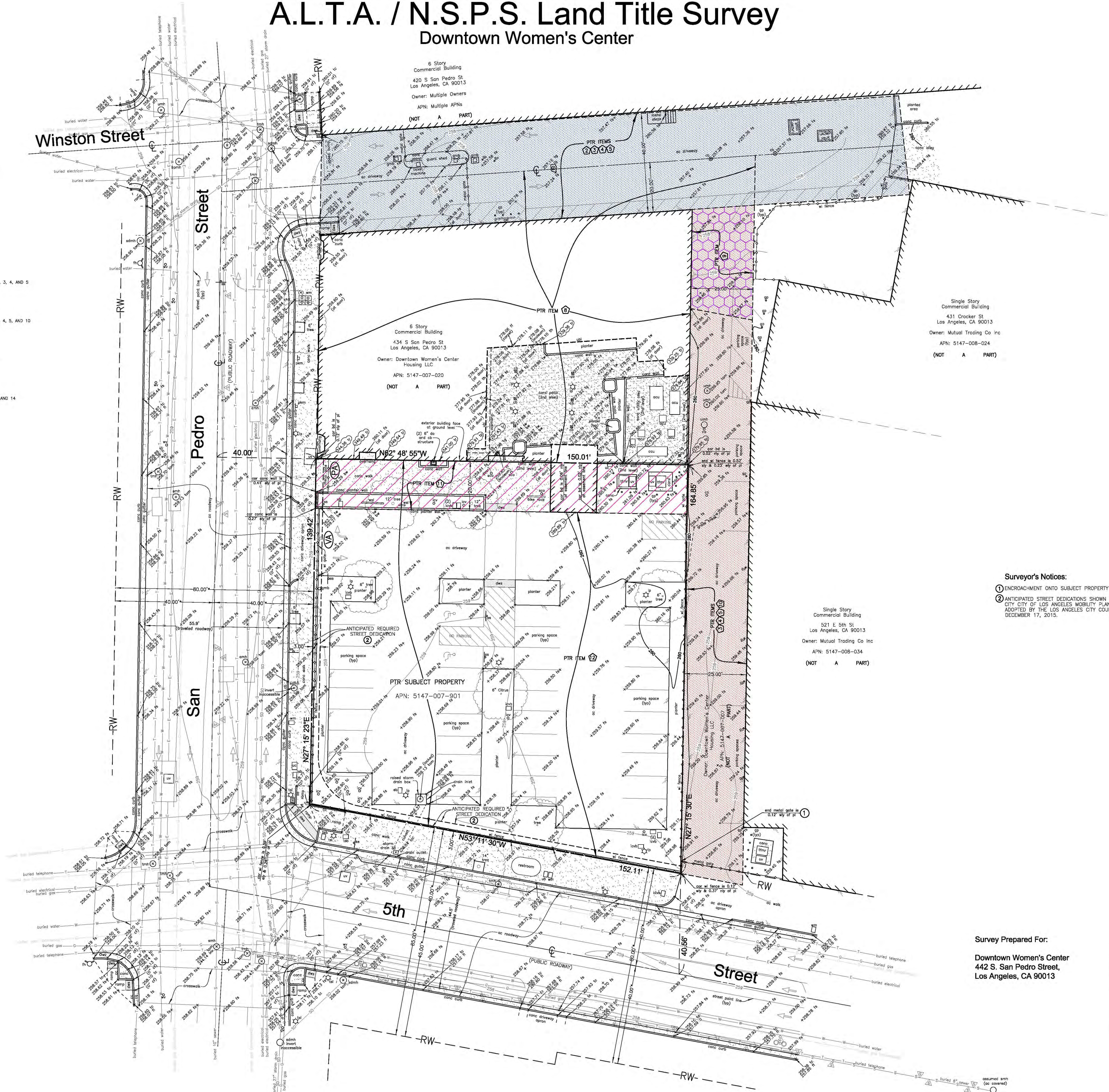


Legend:

ac = asphalt concrete  
ccu = air conditioning unit  
bpmh = Pacific Bell manhole  
bw = bottom wall  
cb = catch basin  
cc = concrete curb  
cf = curb face  
cg = concrete gutter  
co = clean out  
conc = concrete  
cor = corner  
cwb = cable television box  
dws = detectable warning surface  
emh = electrical manhole  
ff = finish floor  
fh = fire hydrant  
fl = flowline  
fs = finish surface  
gb = grade break  
gmb = gate meter box  
gp = guard post  
gv = gas valve  
icv = irrigation control valve  
icvb = irrigation control valve box  
lp = lamp post  
pl = property line  
plm = parking meter  
sco = sewer cleanout  
sdmh = storm drain manhole  
sl = street light  
slb = street light box  
smh = sewer manhole  
ss = street sign  
tc = top of curb  
tfr = transformer  
tg = top of grate  
th = drop door threshold  
tmh = telephone manhole  
top = top of box  
tom = top of manhole  
top = top of parapet  
tr = top of roof  
ts = top of step  
tab = traffic signal box  
tsl = traffic signal light  
tw = top of wall  
typ = typical  
ub = utility box  
uc = utility closet  
ubl = upper building line  
uc = utility closet  
ul = utility lid  
umh = utility manhole  
uv = utility vault  
wf = wrought iron  
wm = water meter  
wl = water supply line  
wv = water valve  
ny = northerly  
sy = southerly  
wy = westerly  
ey = easterly  
hp = handicap parking  
pl = property line  
cl = centerline  
RW = right of way  
S = buried sewer  
W = buried water  
G = buried gas  
SD = buried storm drain  
T = buried telephone/communication  
E = buried electrical  
refers to driving lane and direction of traffic  
PA = Pedestrian access to building/property  
VA = Vehicle access to building/property  
right-of-way width per LA County Tax Assessor's Map  
buried sewer lateral

Easement Legend:

PTIR ITEMS 2, 3, 4, AND 5  
PTIR ITEMS 3, 4, 5, AND 10  
PTIR ITEM 9  
PTIR ITEM 11 AND 14



Surveyor's Notices:

- ENCROACHMENT ONTO SUBJECT PROPERTY BY OTHERS.
- ANTICIPATED STREET DEDICATIONS SHOWN HEREON PER CITY OF LOS ANGELES MOBILITY PLAN 2035 ADOPTED BY THE LOS ANGELES CITY COUNCIL ON DECEMBER 17, 2015.

Survey Prepared For:

Downtown Women's Center  
442 S. San Pedro Street,  
Los Angeles, CA 90013

Survey Prepared By:

Hahn and Associates, Inc.  
28368 Constellation Road, Suite 300  
Santa Clarita, CA 91355  
(661) 775-9500



HAIN JOB NO.: 8136-20-27

DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
LOS ANGELES, CA 90013

PROGRESS SET

PRO NUMBER:  
2021-003  
DATE:  
07.05.2023

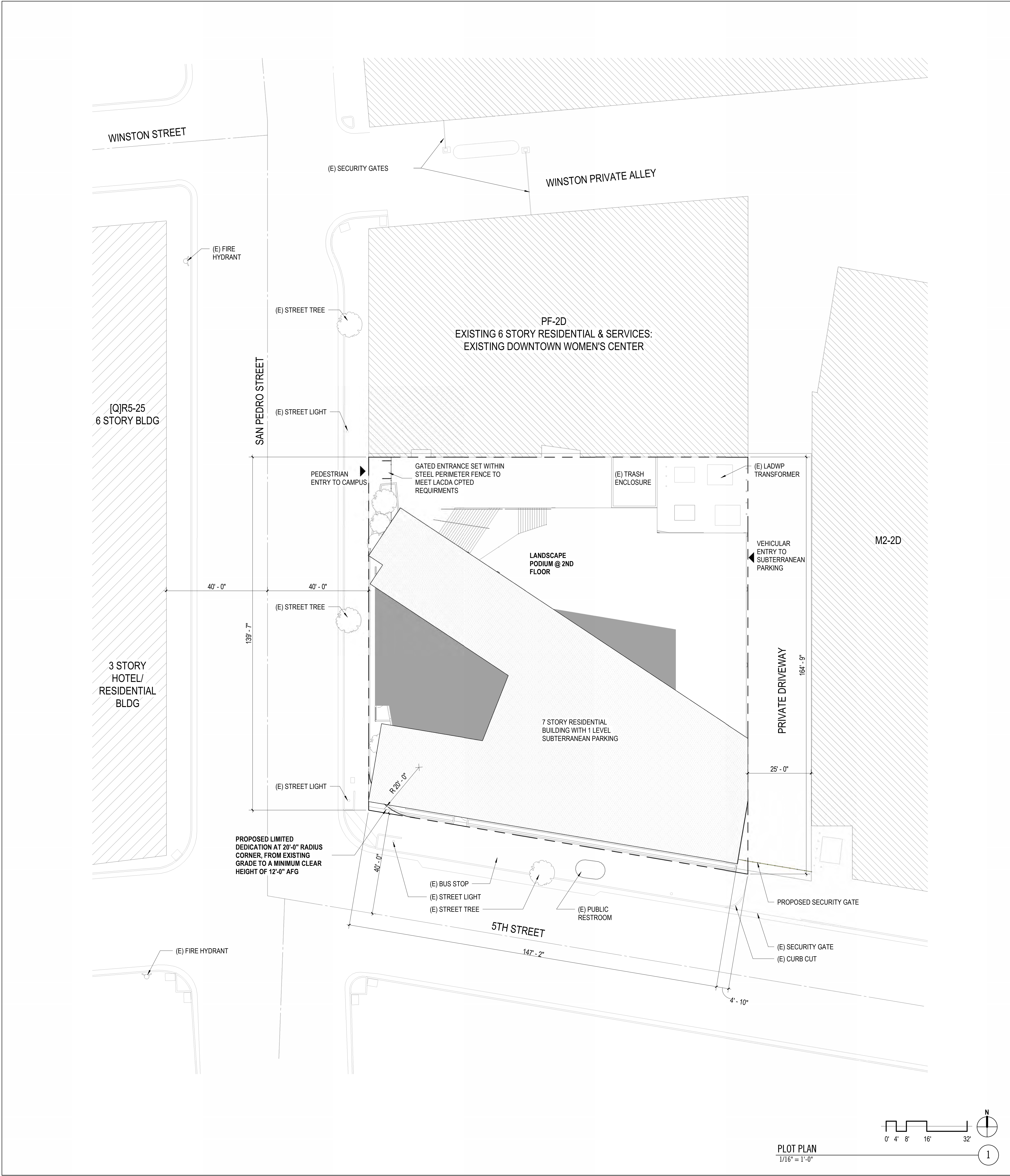
REVISIONS:

SHEET TITLE:  
SURVEY

SHEET NUMBER:

G081





PROJECT INFORMATION	
PROJECT NAME:	DOWNTOWN WOMEN'S CENTER
ADDRESS:	501 E 5TH ST, LOS ANGELES, CA 90013
OWNER:	DOWNTOWN WOMEN'S CENTER
PROJECT DESCRIPTION:	97 UNITS OF RESTRICTED AFFORDABLE PERMANENT SUPPORTIVE HOUSING STUDIO UNITS & 1 (2-BEDROOM) MANAGER UNIT OVER 1 LEVEL OF SUBTERRANEAN PARKING
CONSTRUCTION TYPE:	TYPE IIIA OVER TYPE IA
ZONING:	M2-2D (EXISTING) [T]Q[C]2-2D (PROPOSED)
FLOOD ZONE:	X
SITE AREA:	29,596 SF
SET BACKS:	PER Z1-2385 GREATER DOWNTOWN HOUSING INCENTIVE: FRONT: NONE REQUIRED SIDE: NONE REQUIRED REAR: NONE REQUIRED
ALLOWABLE DENSITY:	1 DWELLING PER 200 SF (DEVELOPED PER R5) 29,596 SF (LOT AREA)/200 SF/DU = 148 UNITS UNLIMITED DENSITY ALLOWED PER Z1-2385 GREATER DOWNTOWN HOUSING INCENTIVE
PROPOSED DENSITY:	98 UNITS (97 STUDIOS + 1 MANAGER UNIT)
ALLOWABLE BLDG HEIGHT:	UNLIMITED
PROPOSED BLDG HEIGHT:	85'-0" (7 STORIES)
OCCUPANCY TYPE:	R-2 RESIDENTIAL S-2 PARKING GARAGE B OFFICES

UNIT COUNT		
UNIT TYPE	NUMBER OF BEDROOMS	QUANTITY
STUDIO UNIT	0	97
MANAGER'S UNIT	2	1
GRAND TOTAL		98

**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT "A" OF TRACT NO. 1133, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE 109 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT "A", THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 27 DEGREES 15' EAST 139.38 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO THOMAS E. GIBBON RECORDED ON MAY 10, 1933 AS INSTRUMENT NO. 795 IN BOOK 12127 PAGE 254 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED, SOUTHEASTERLY 150 FEET, MORE OR LESS, IN A DIRECT LINE, TO A POINT IN THE WESTERLY LINE OF THE STRIP OF LAND DESCRIBED IN PARCEL 2 OF THE DEED TO PATTEN AND DAVIES LUMBER COMPANY, RECORDED ON MAY 19, 1924 AS INSTRUMENT NO. 32 IN BOOK 3073 PAGE 332 OF SAID OFFICIAL RECORDS, SAID POINT BEING DISTANT SOUTH 27 DEGREES 15' WEST 102.97 FEET ALONG SAID WESTERLY LINE FROM THE SOUTHERLY LINE OF THE 40 FOOT RIGHT OF WAY ESTABLISHED BY AGREEMENT BETWEEN H.D. BOWMAN AND WIFE, AND CENTRAL PROPERTIES COMPANY, RECORDED ON MAY 6, 1922 AS INSTRUMENT NO. 16 IN BOOK 1053 PAGE 271 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE OF SAID STRIP OF LAND SOUTH 27 DEGREES 15' WEST 164.70 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT "A"; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 53 DEGREES 12' WEST 152.11 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

LEGEND	
	PROPOSED GROUND FLOOR FOOTPRINT
	PROPOSED UPPER FLOORS FOOTPRINT
	EXISTING NEIGHBORHOOD BUILDINGS (NOT A PART)
	LANDSCAPE AREA
	ACCESSIBLE PATH OF TRAVEL
	INDICATES STRUCTURES TO BE DEMOLISHED

FLOOR AREA RATIO		
LOT AREA:	29,596 SF	
MULTIPLIER:	3.0:1	
ALLOWABLE FAR:	LOT AREA X MULTIPLIER = 29,596 SF X 3 = 88,788 SF	
PROPOSED FAR:	68,869 SF/29,596 SF: 1 2.33:1	
LEVEL	FAR	AREA (SF)
1ST FLOOR	RESIDENTIAL	15257
2ND FLOOR	RESIDENTIAL	9372
3RD FLOOR	RESIDENTIAL	9293
4TH FLOOR	RESIDENTIAL	8917
5TH FLOOR	RESIDENTIAL	8804
6TH FLOOR	RESIDENTIAL	8540
7TH FLOOR	RESIDENTIAL	8686
		68869
GRAND TOTAL		68869
MEASUREMENT PER LAMC 12.03: AREA IN SQUARE FEET CONFINED WITHIN THE EXTERIOR WALLS OF A BUILDING, BUT NOT INCLUDING THE AREA OF THE FOLLOWING: EXTERIOR WALLS, STAIRWAYS, SHAFTS, ROOMS HOUSING BUILDING EQUIPMENT OR MACHINERY, PARKING AREAS WITH ASSOCIATED DRIVEWAYS AND RAMPS, SPACE FOR THE LANDING AND STORAGE OF HELICOPTERS, AND BASEMENT STORAGE AREAS.		
OPEN SPACE REQUIRED		
OPEN SPACE REQUIREMENTS PER LAMC 12.21 G:		
100 SF/UNIT < 3 HABITABLE ROOMS (STUDIO & 1 BR UNITS) 125 SF/UNIT = 3 HABITABLE ROOMS (2 BR UNITS) 175 SF/UNIT > 3 HABITABLE ROOMS (3 BR UNITS)		
NOTE: 1. A KITCHEN IS NOT CONSIDERED A HABITABLE ROOM FOR PURPOSES OF CALCULATING OPEN SPACE.		
PERCENT OF LANDSCAPED OPEN SPACE LANDSCAPED OPEN 25%.		
NAME	# OF UNITS	REQ'D OPEN SPACE
STUDIO UNIT	97	9700 SF
MANAGER'S UNIT	1	125 SF
	7	0 SF
Grand total		9825 SF

OPEN SPACE PROPOSED		
LEVEL	NAME	Area
INDOOR		
1ST FLOOR	COMMUNITY ROOM	1339 SF
2ND FLOOR	COMMUNITY ROOM A	402 SF
2ND FLOOR	COMMUNITY ROOM B	696 SF
		2437 SF
OUTDOOR		
1ST FLOOR	ENTRY COURTYARD	1651 SF
2ND FLOOR	NORTH COURTYARD	4861 SF
2ND FLOOR	SOUTH COURTYARD	1090 SF
GRAND TOTAL		10039 SF

**PARKING REQUIRED**

**NO PARKING REQUIRED**, PER AB 1763 TABLE 22.120.080-A PARKING RATIOS, NOTE 7: NO PARKING REQUIRED FOR SUPPORTIVE HOUSING DEVELOPMENT, AS DEFINED IN SECTION 50675.14 OF THE CALIFORNIA HEALTH AND SAFETY CODE.

PARKING PROPOSED		
PARKING SCHEDULE (STALL SIZE)		
LEVEL P1		
COMPACT		11
STANDARD		27
TANDEM		12
LEVEL P1		50
1ST FLOOR		
ACCESSIBLE		3
STANDARD		1
1ST FLOOR		4
GRAND TOTAL		54

BIKE PARKING	
<b>REQUIRED LONG TERM BIKE PARKING</b>	
UNITS 1-25 = 1 PER 1 UNIT	= 25/1 = 25 SPACES
UNITS 26-100 = 1 PER 1.5 UNITS	= 73/1.5 = 49 SPACES
	= 74 SPACES REQUIRED
<b>REQUIRED SHORT TERM BIKE PARKING</b>	
UNITS 1-25 = 1 PER 10 UNITS	= 25/10 = 2.5 SPACES
UNITS 26-100 = 1 PER 15 UNITS	= 73/15 = 4.9 SPACES
	= 8 SPACES REQUIRED
<b>PROVIDED LONG TERM BIKE PARKING</b> = 74 SPACES	
<b>PROVIDED SHORT TERM BIKE PARKING</b> = 8 SPACES	



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# DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
LOS ANGELES, CA 90013

DOWNTOWN WOMEN'S CENTER  
442 SOUTH SAN PEDRO ST  
LOS ANGELES, CA 90013

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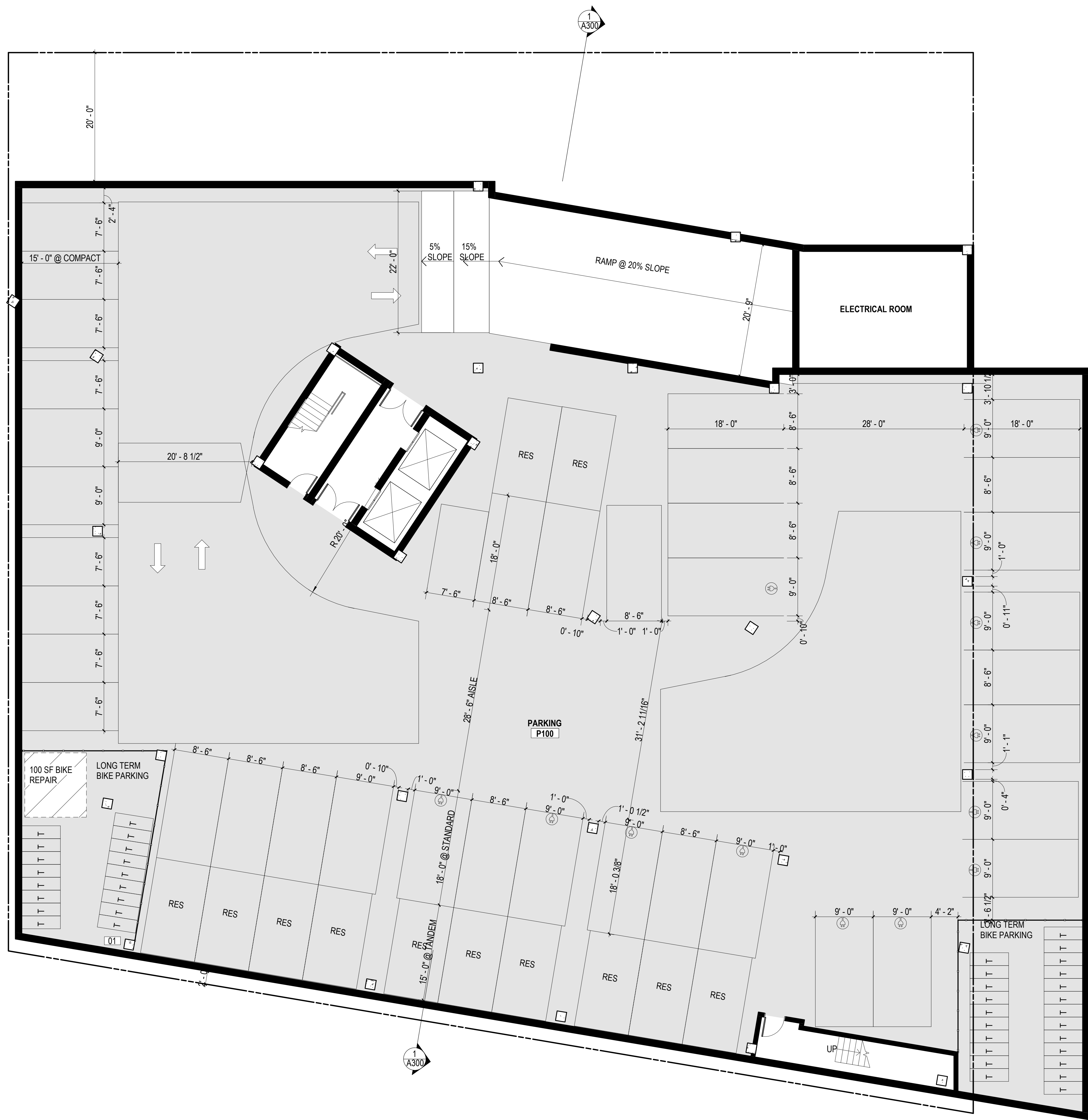
**PROGRESS SET**

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
**PLOT PLAN**

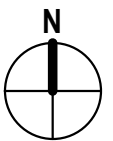
SHEET NUMBER:  
**A00**  
7/5/2023 10:44:49 AM





PARKING SCHEDULE (STALL SIZE)	
LEVEL P1	
COMPACT	11
STANDARD	27
TANDEM	12
LEVEL P1	50
1ST FLOOR	
ACCESSIBLE	3
STANDARD	1
1ST FLOOR	4
GRAND TOTAL	54

LEVEL P1 PLAN  
1/8" = 1'-0"



5

NOTES

01



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DOWNTOWN WOMEN'S CENTER

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PROGRESS SET

PROJECT NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
LEVEL P1 PLAN

SHEET NUMBER:  
A101

7/5/2023 10:46:11 AM





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# DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
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## PROGRESS SET

PRO NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:

FIRST FLOOR PLAN

SHEET NUMBER:

A110

7/5/2023 10:48 AM

## NOTES

01 AUTOMATIC SLIDING DOOR COMPLYING WITH  
2010 ADA STANDARDS 404.3 & CBC 11B-404.3

## SHEET NOTES

- ALL DIMENSIONS ARE TO FOS, FOM OR CENTERLINE OF WALL UNO.
- ALL DIMENSIONS INDICATED AS "CLR" ARE FROM FINISH TO FINISH.
- SEE SHEETS G040-G042 FOR TYP ACCESSIBILITY REQUIREMENTS.
- ROOMS LABELED AS HAVING A FIRE RATING SHALL HAVE RATED WALL AND CEILING ASSEMBLIES.
- DWELLING UNITS SHALL BE SEPARATED WITH 1-HOUR FIRE-RESISTIVE CONSTRUCTION AT WALLS AND FLOORS.
- PROVIDE ROOM & UNIT IDENTIFICATION SIGNAGE.
- PROVIDE LEVEL LANDINGS @ EXT DOORS AND GATES.
- ALL ENTRANCES AND EXITS TO THE BUILDING THAT RESIDENTS MAY UTILIZE, E.G. FRONT ENTRANCE, ENTRANCE FROM GARAGE, SIDE OR BACK ENTRANCES, SHALL HAVE POWER-OPERATED AUTOMATIC DOORS WITH PUSH PLATE CONTROLS OR PROXIMITY-BASED AUTOMATIC ENTRY/EXIT DOORS WHILE STILL ENSURING SECURITY MEASURES ARE IN PLACE FOR THE DEVELOPMENT. AMONG OTHERS, THIS FEATURE MUST COMPLY WITH 2010 ADA STANDARDS 404.3 AND CBC 11B-404.3 AND INCLUDE BATTERY BACKUP OR BE CONNECTED TO AN EMERGENCY CIRCUIT IF BUILDING POWER IS OFF.
- ADD KICK-PLATES TO ALL ACCESSIBLE UNITS AND COMMON AND PUBLIC USE DOORS THROUGHOUT THE BUILDING ON THE PUSH SIDE FOR DOOS WITH CLOSERS OR BOTH SIDES FOR DOORS WITHOUT CLOSERS.



1ST FLOOR PLAN  
1/8" = 1'-0"



5





NOTES

01

SHEET NOTES

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- C. SEE SHEETS G040-G042 FOR TYP ACCESSIBILITY REQUIREMENTS.
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- G. PROVIDE LEVEL LANDINGS @ EXT DOORS AND GATES.
- H. PROVIDE COMMERCIAL-GRADE POWER-OPERATED AUTOMATIC DOORS FOR DESIGNATED MOBILITY UNITS, WITH PUSH PLATE CONTROLS OR KEYLESS PROXIMITY-BASED ENTRY & EXIT, WHILE STILL ENSURING SECURITY MEASURES ARE IN PLACE FOR THE DEVELOPMENT. AMONG OTHER FEATURES, THIS FEATURE MUST COMPLY WITH 2010 ADA STANDARDS 404.3 & CBC 11B-404.3 & INCLUDE BATTERY BACKUP OR BE CONNECTED TO AN EMERGENCY CIRCUIT IF BUILDING POWER IS OFF.
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- J. PROVIDE KICK PLATES TO ALL ACCESSIBLE UNITS & COMMON & PUBLIC USE DOORS THROUGHOUT THE BUILDING ON THE PUSH SIDE FOR DOORS WITH CLOSERS, OR BOTH SIDES FOR DOORS WITHOUT CLOSERS.
- K. PROVIDE MOTION ACTIVATED LIGHT SWITCHES IN ALL ACCESSIBLE UNITS & IN ALL PUBLIC & COMMON-USE AREAS, I.E. UTILITY SPACES, TRASH ROOMS, MAIL ROOMS, & LAUNDRY ROOMS.



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DOWNTOWN WOMEN'S CENTER

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PROGRESS SET

JOB NUMBER:

2021-003

DATE:

07.05.2023

REVISIONS:

SHEET TITLE:

SECOND FLOOR  
PLAN

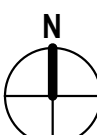
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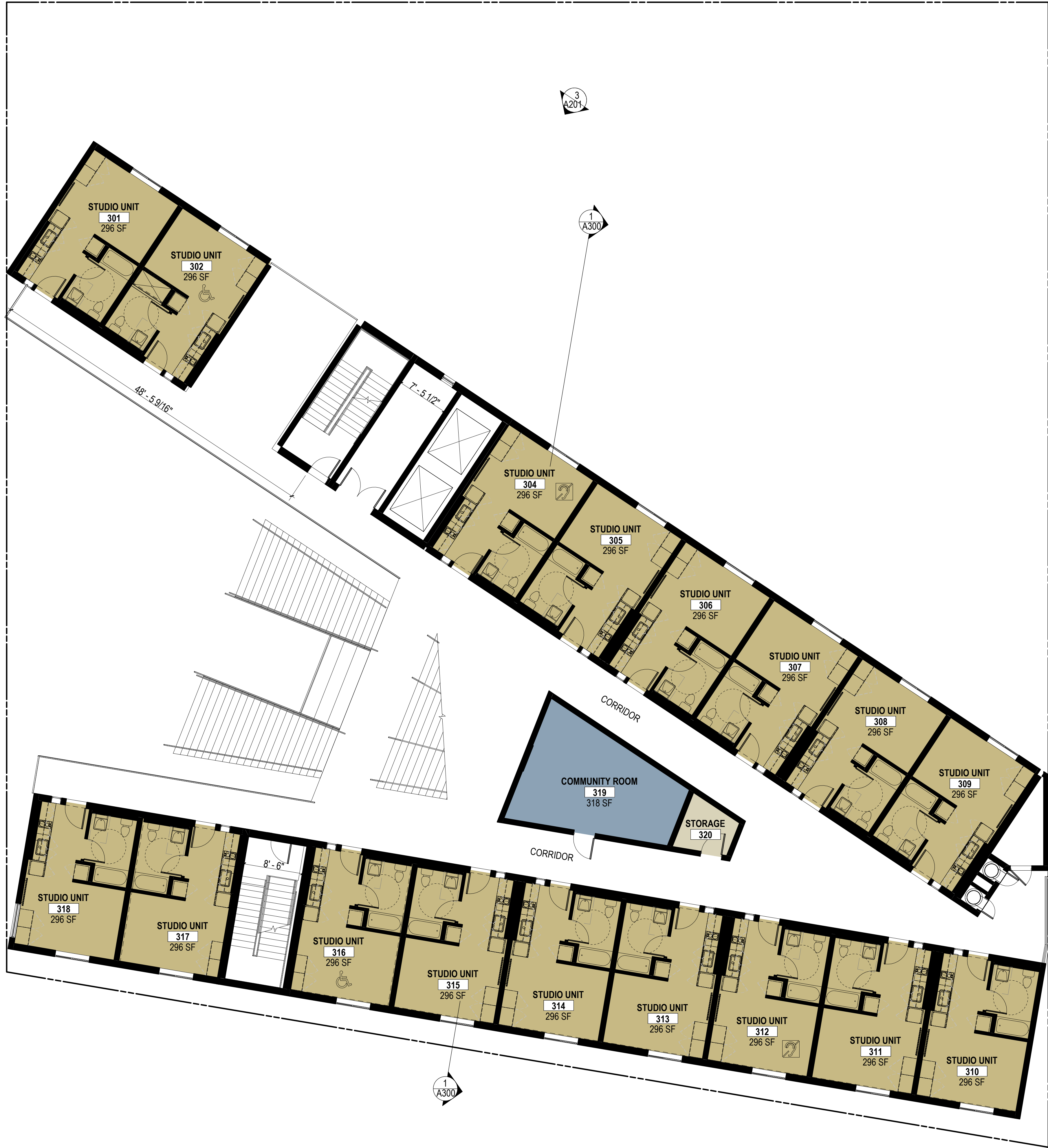
2ND FLOOR PLAN

1/8" = 1'-0"

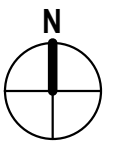


5





3RD FLOOR PLAN  
1/8" = 1'-0"



5

NOTES

01

SHEET NOTES

- A. ALL DIMENSIONS ARE TO FOS, FOM OR CENTERLINE OF WALL UNO.
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- C. SEE SHEETS G040-G042 FOR TYP ACCESSIBILITY REQUIREMENTS.
- D. ROOMS LABELED AS HAVING A FIRE RATING SHALL HAVE RATED WALL AND CEILING ASSEMBLIES.
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- K. PROVIDE MOTION ACTIVATED LIGHT SWITCHES IN ALL ACCESSIBLE UNITS & IN ALL PUBLIC & COMMON-USE AREAS, I.E. UTILITY SPACES, TRASH ROOMS, MAIL ROOMS, & LAUNDRY ROOMS.



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PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
THIRD FLOOR PLAN

SHEET NUMBER:  
A130

7/5/2023 10:45:30 AM





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## PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023

REVISIONS:

SHEET TITLE:

## FOURTH FLOOR PLAN

SHEET NUMBER:

# A140

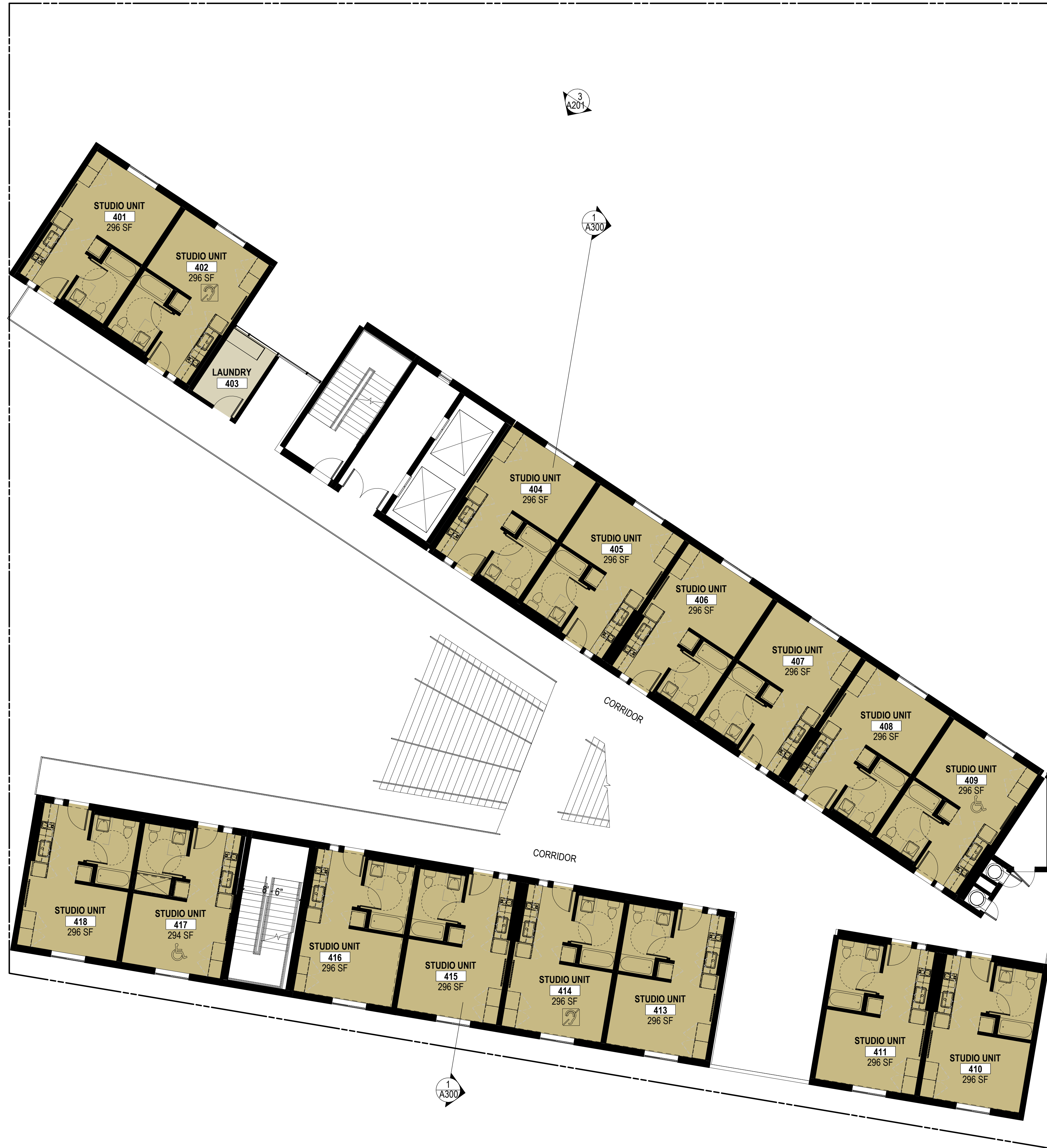
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## NOTES

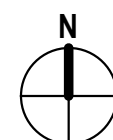
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4TH FLOOR PLAN  
1/8" = 1'-0"



5





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# DOWNTOWN WOMEN'S CENTER

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## PROGRESS SET

JOB NUMBER:  
2021-003

DATE:  
07.05.2023

REVISIONS:

SHEET TITLE:

## FIFTH FLOOR PLAN

SHEET NUMBER:

# A150

7/5/2023 10:44:40 AM

## NOTES

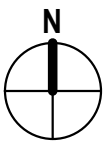
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## SHEET NOTES

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5TH FLOOR PLAN  
1/8" = 1'-0"

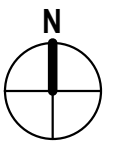


5





6TH FLOOR PLAN  
1/8" = 1'-0"



5

NOTES

01

SHEET NOTES

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- B. ALL DIMENSIONS INDICATED AS "CLR" ARE FROM FINISH TO FINISH.
- C. SEE SHEETS G040-G042 FOR TYP ACCESSIBILITY REQUIREMENTS.
- D. ROOMS LABELED AS HAVING A FIRE RATING SHALL HAVE RATED WALL AND CEILING ASSEMBLIES.
- E. DWELLING UNITS SHALL BE SEPARATED WITH 1-HOUR FIRE-RESISTIVE CONSTRUCTION AT WALLS AND FLOORS.
- F. PROVIDE ROOM & UNIT IDENTIFICATION SIGNAGE.
- G. PROVIDE LEVEL LANDINGS @ EXT DOORS AND GATES.
- H. PROVIDE COMMERCIAL-GRADE POWER-OPERATED AUTOMATIC DOORS FOR DESIGNATED MOBILITY UNITS, WITH PUSH PLATE CONTROLS OR KEYLESS PROXIMITY-BASED ENTRY & EXIT, WHILE STILL ENSURING SECURITY MEASURES ARE IN PLACE FOR THE DEVELOPMENT. AMONG OTHER FEATURES, THIS FEATURE MUST COMPLY WITH 2010 ADA STANDARDS 404.3 & CBC 11B-404.3 & INCLUDE BATTERY BACKUP OR BE CONNECTED TO AN EMERGENCY CIRCUIT IF BUILDING POWER IS OFF.
- I. PROVIDE ACCESSIBLE TRASH DISPOSAL AT TRASH CHUTES WITH POWER OPERATED OR MANUALLY OPERATED DOOR OPENERS & CLOSERS WITH 5-LBS MAXIMUM FORCE.
- J. PROVIDE KICK PLATES TO ALL ACCESSIBLE UNITS & COMMON & PUBLIC USE DOORS THROUGHOUT THE BUILDING ON THE PUSH SIDE FOR DOORS WITH CLOSERS, OR BOTH SIDES FOR DOORS WITHOUT CLOSERS.
- K. PROVIDE MOTION ACTIVATED LIGHT SWITCHES IN ALL ACCESSIBLE UNITS & IN ALL PUBLIC & COMMON-USE AREAS, I.E. UTILITY SPACES, TRASH ROOMS, MAIL ROOMS, & LAUNDRY ROOMS.



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DOWNTOWN WOMEN'S CENTER

501 E 5TH STREET  
LOS ANGELES, CA 90013

DOWNTOWN WOMEN'S CENTER  
442 SOUTH SAN PEDRO ST  
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PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:

SIXTH FLOOR PLAN

SHEET NUMBER:

A160

7/5/2023 10:46:57 AM





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## PROGRESS SET

JOB NUMBER:  
2021-003

DATE:  
07.05.2023

REVISIONS:

SHEET TITLE:

## SEVENTH FLOOR PLAN

SHEET NUMBER:

# A170

7/5/2023 10:47:43 AM

## NOTES

### SHEET NOTES

- ALL DIMENSIONS ARE TO FOS, FOM OR CENTERLINE OF WALL UNO.
- ALL DIMENSIONS INDICATED AS "CLR" ARE FROM FINISH TO FINISH.
- SEE SHEETS G040-G042 FOR TYP ACCESSIBILITY REQUIREMENTS.
- ROOMS LABELED AS HAVING A FIRE RATING SHALL HAVE RATED WALL AND CEILING ASSEMBLIES.
- DWELLING UNITS SHALL BE SEPARATED WITH 1-HOUR FIRE-RESISTIVE CONSTRUCTION AT WALLS AND FLOORS.
- PROVIDE ROOM & UNIT IDENTIFICATION SIGNAGE.
- PROVIDE LEVEL LANDINGS @ EXT DOORS AND GATES.
- PROVIDE COMMERCIAL-GRADE POWER-OPERATED AUTOMATIC DOORS FOR DESIGNATED MOBILITY UNITS, WITH PUSH PLATE CONTROLS OR KEYLESS PROXIMITY-BASED ENTRY & EXIT, WHILE STILL ENSURING SECURITY MEASURES ARE IN PLACE FOR THE DEVELOPMENT. AMONG OTHER FEATURES, THIS FEATURE MUST COMPLY WITH 2010 ADA STANDARDS 404.3 & CBC 11B-404.3 & INCLUDE BATTERY BACKUP OR BE CONNECTED TO AN EMERGENCY CIRCUIT IF BUILDING POWER IS OFF.
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7TH FLOOR PLAN  
1/8" = 1'-0"

1





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JOB NUMBER:  
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DATE:  
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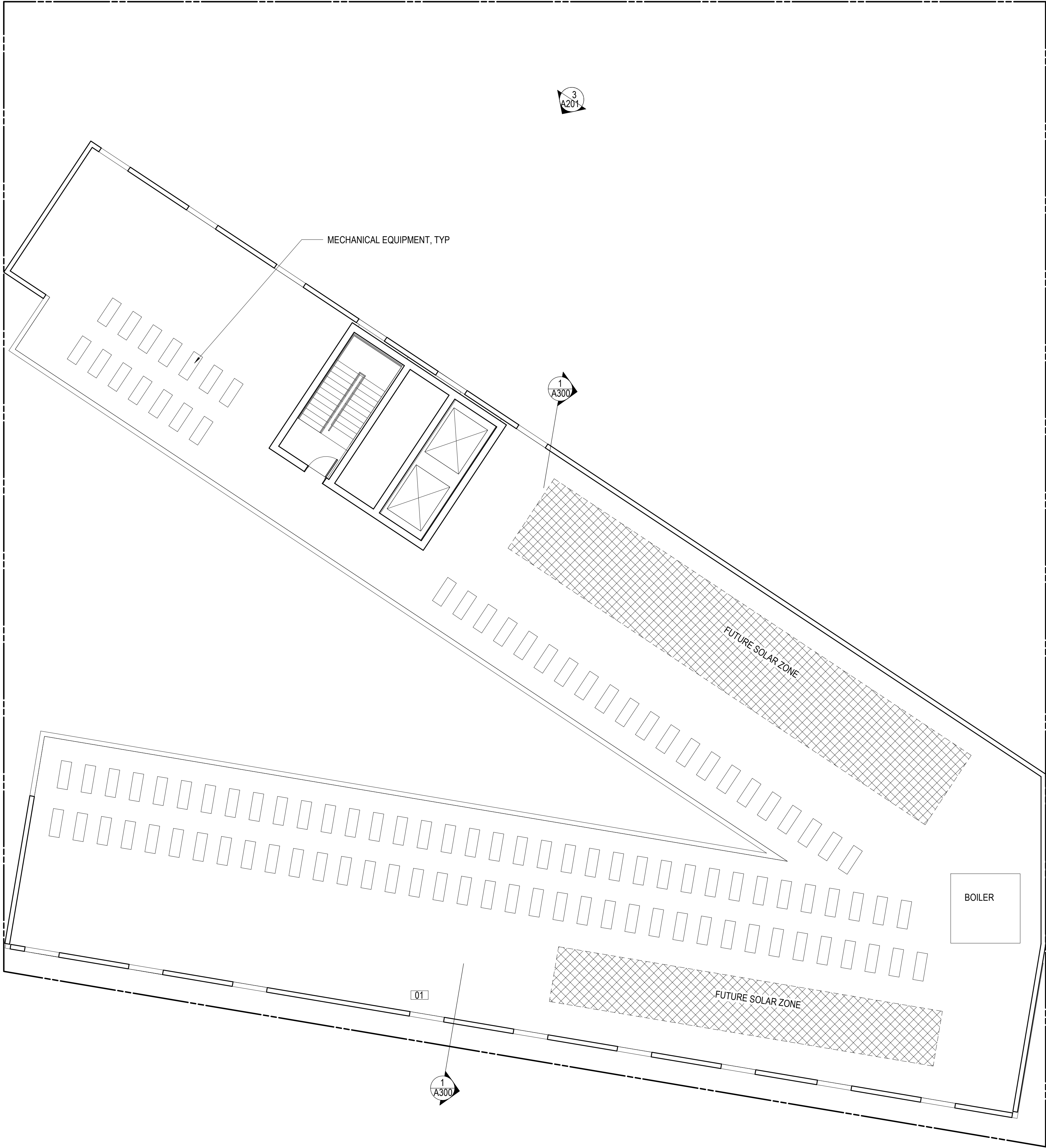
## ROOF PLAN

SHEET NUMBER:

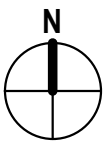
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01

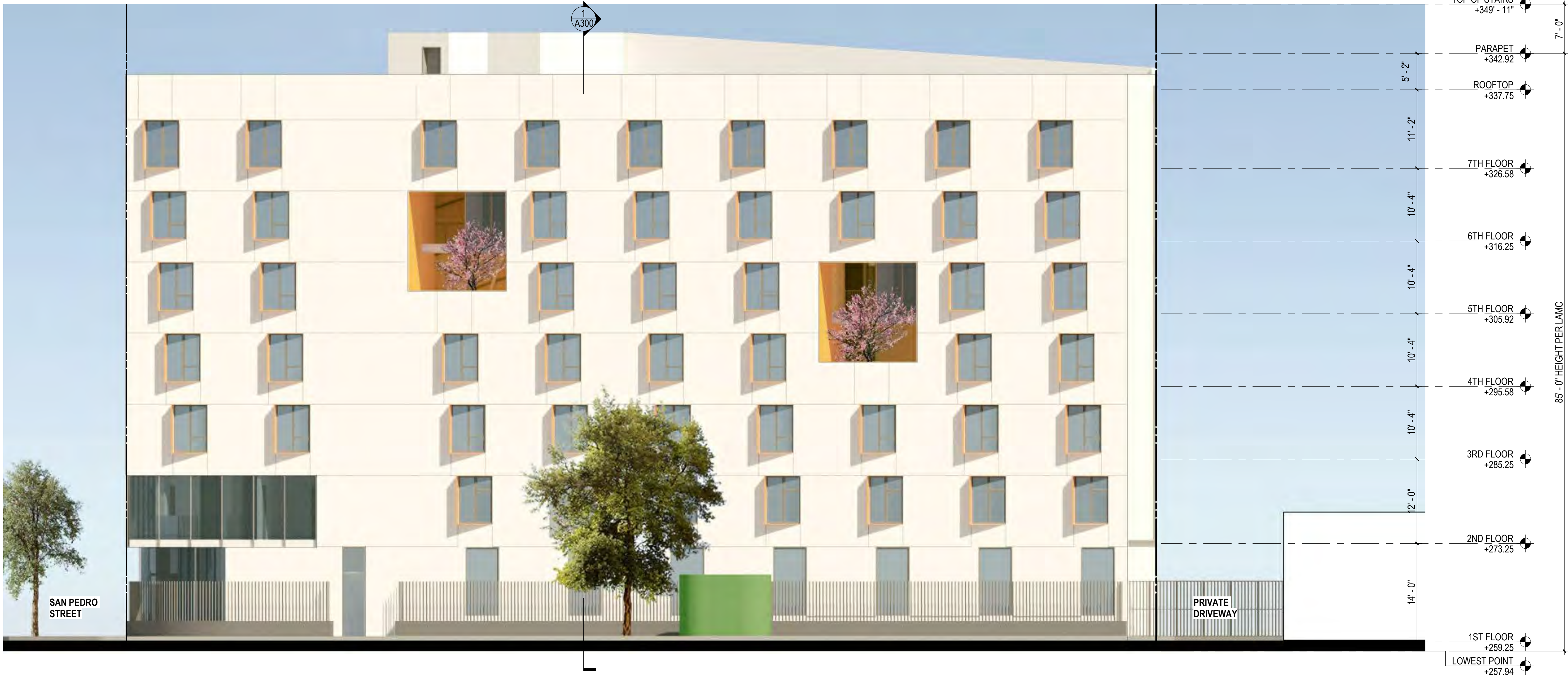


ROOF PLAN  
1/8" = 1'-0"



5





SOUTH ELEVATION - 5TH STREET  
1/8" = 1'-0"

3



WEST ELEVATION - SAN PEDRO STREET  
1/8" = 1'-0"

5

**MATERIAL LEGEND**

EXISTING DMC BUILDING	PL-1 - WHITE EXT. PLASTER PL-2 - PTD EXT. PLASTER	GL-1 - ALUM. STOREFRONT GL-2 - ALUM. WINDOW W/ OPERABLE PANEL	GL-3 KAL WALL VERTICAL	MT-1 - PTD STEEL GUARDRAIL MT-2 - PTD STEEL GATE	MT-3 - PERFORATED METAL PANELS, PTD	MT-4 - SOLID METAL PANELS, PTD	MT-5 - STEEL FENCE WITH STAINLESS STEEL MESH WITH SOLID PANEL INFILLS TO MATCH MT-4. PTD - SEE ELEV.	MT-6 - EXTERIOR SHADING AT WINDOWS, PTD.	L-4 DROUGHT TOLERANT VERTICAL HORTICULTURE



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## PROGRESS SET

PRO NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

## ELEVATIONS

SHEET NUMBER:  
**A200**  
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## PROGRESS SET

JOB NUMBER:  
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DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
ELEVATIONS

SHEET NUMBER:  
A201

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## MATERIAL LEGEND

EXISTING DWC BUILDING



PL-1 - WHITE EXT. PLASTER  
PL-2 - PTD EXT. PLASTER



GL-1 - ALUM. STOREFRONT  
GL-2 - ALUM. WINDOW W/ OPERABLE PANEL



GL-3 KAL WALL VERTICAL



MT-1 - PTD STEEL GUARDRAIL  
MT-2 - PTD STEEL GATE



MT-3 - PERFORATED METAL PANELS, PTD



MT-4 - SOLID METAL PANELS, PTD



MT-5 - STEEL FENCE WITH STAINLESS STEEL MESH WITH SOLID PANEL INFILLS TO MATCH  
MT-4, PTD - SEE ELEV.



MT-6 - EXTERIOR SHADING AT WINDOWS, PTD.



L-4 DROUGHT TOLERANT VERTICAL HORTICULTURE







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## PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

## RENDERINGS

SHEET NUMBER:  
**A202**  
TWO SHEETS TOTAL: 15 SHEETS



VIEW FROM CORNER OF SAN PEDRO ST & 5TH ST 1





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## PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
**RENDERINGS**

SHEET NUMBER:  
**A203**  
7/5/2023 10:47:55 AM



VIEW FROM SOUTH OF 5TH ST - AERIAL





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## PROGRESS SET

JOB NUMBER:  
2021-003  
DATE:  
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REVISIONS:

## RENDERINGS

SHEET NUMBER:

A204

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VIEW FROM SOUTH OF 5TH ST





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DATE:

07.05.2023

REVISIONS:

## RENDERINGS

SHEET NUMBER:

A205

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VIEW LOOKING NORTH DOWN SAN PEDRO ST

1



VIEW LOOKING SOUTH DOWN SAN PEDRO ST

2





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PROGRESS SET

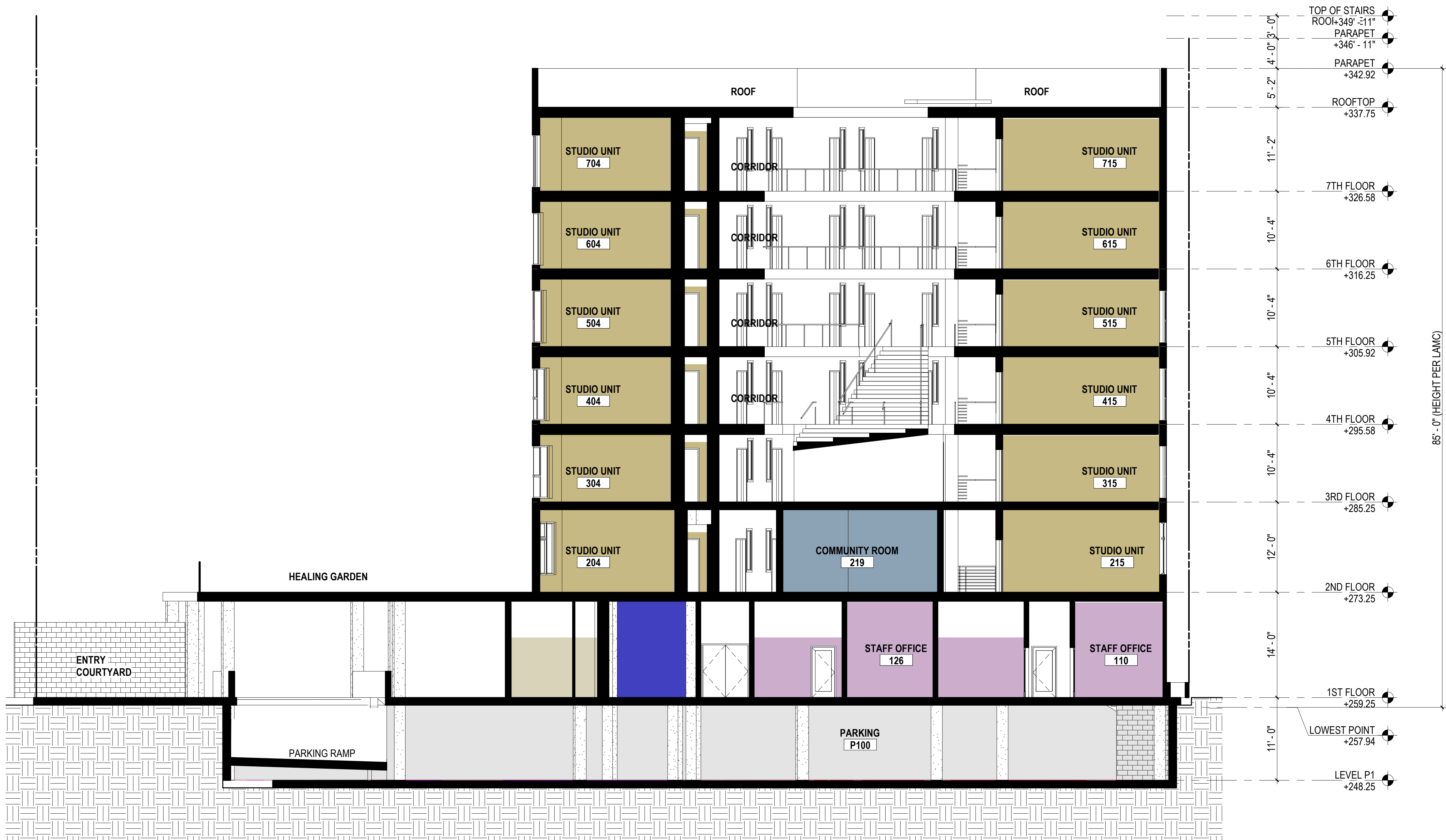
PRO NUMBER:  
2021-003  
DATE:  
07.05.2023  
REVISIONS:

SHEET TITLE:  
BUILDING SECTION

SHEET NUMBER:  
A300

7/5/2023 10:47:20 AM

NOTES



BUILDING SECTION  
1/8" = 1'-0"



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PROGRESS SET

JOB NUMBER:  
2021-003

DATE:  
07.05.2023

REVISIONS:

SHEET TITLE:

ENLARGED PLANS

SHEET NUMBER:

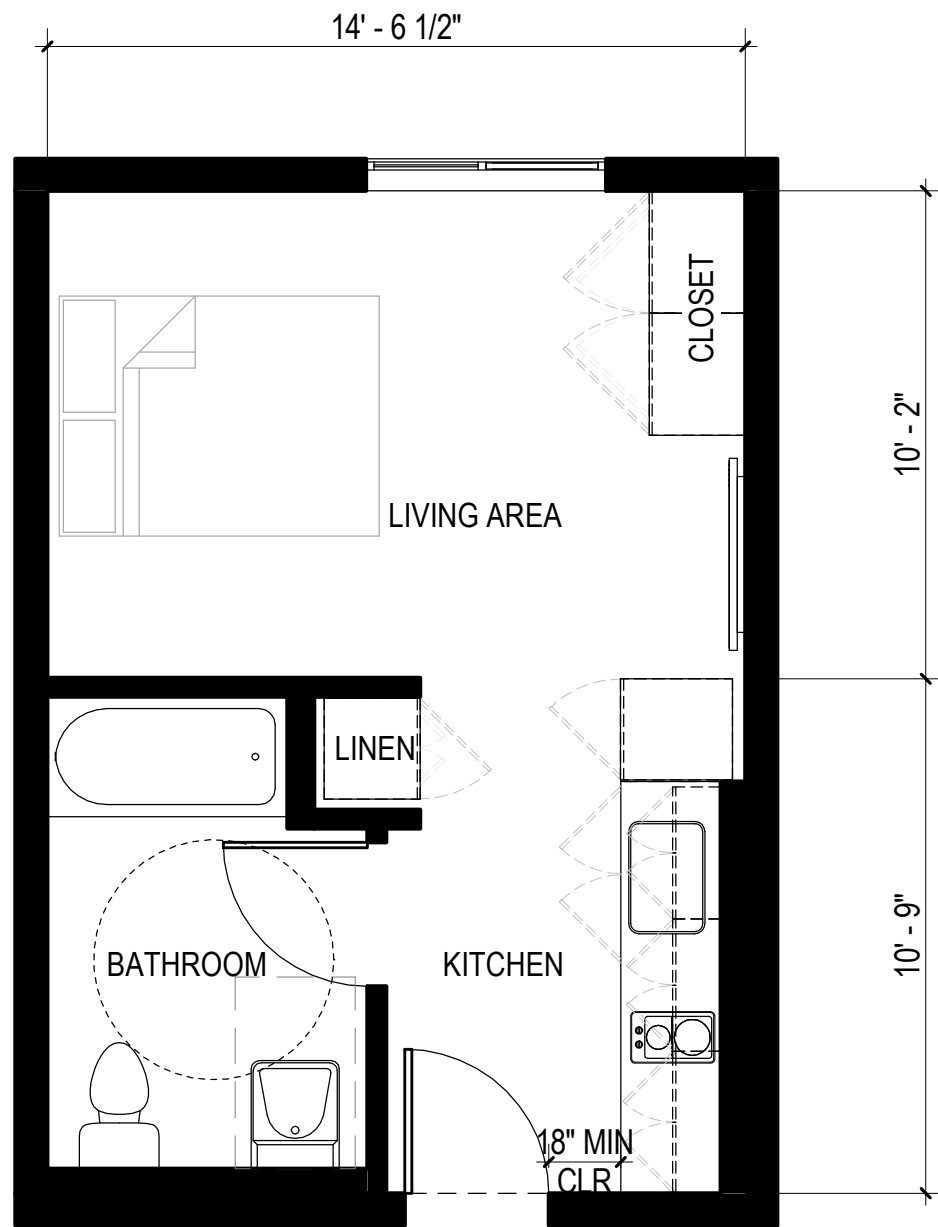
A600

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NOTES

SHEET NOTES

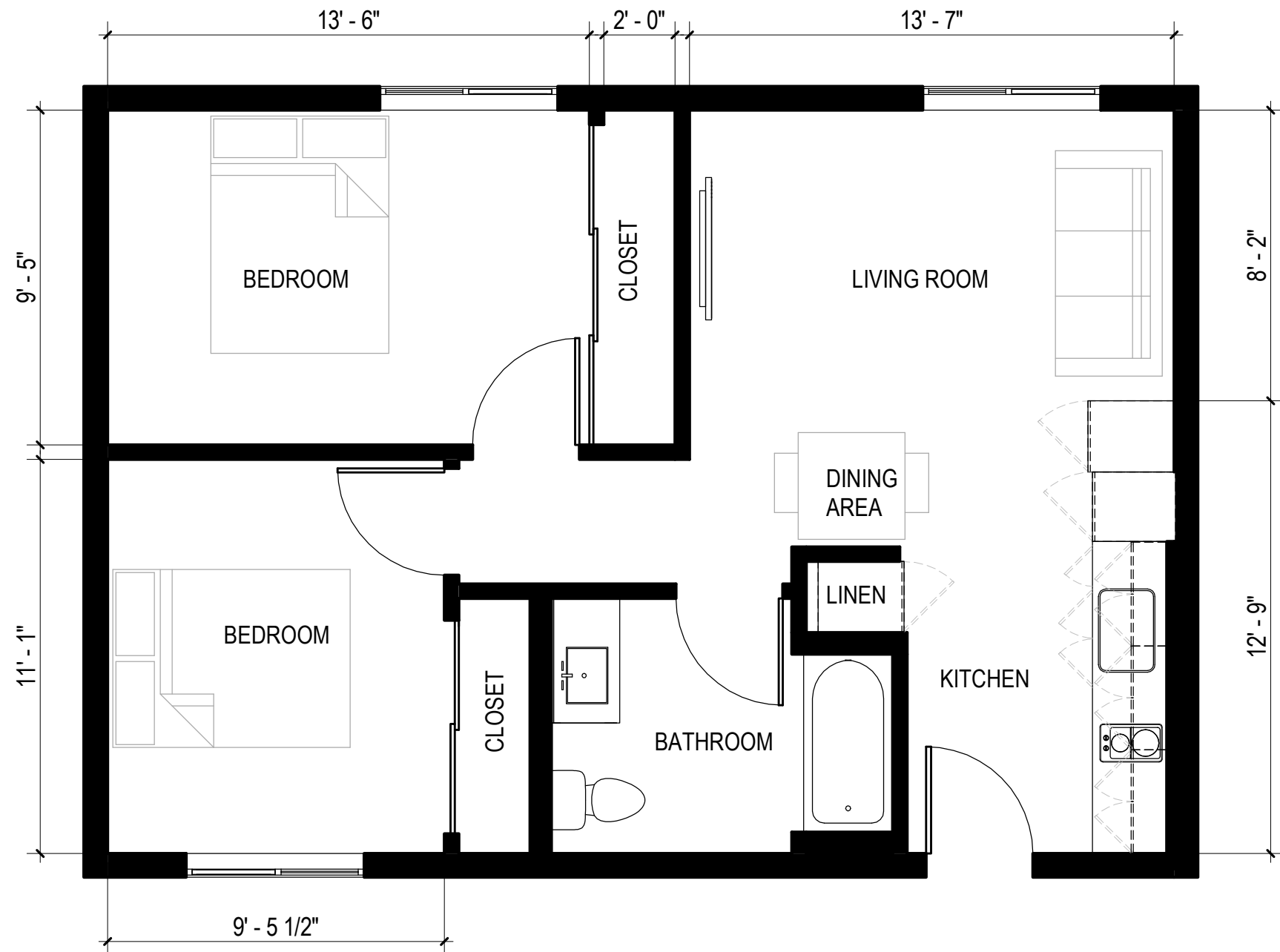
- A. WALLS VARY, COORDINATE KITCHEN AND BATHROOM TYPES WITH BUILDING PLANS. SEE BUILDING PLANS FOR ADDITIONAL INFORMATION.
- B. VERIFY CLEARANCES ARE ADEQUATE FOR PROPER OPERATION OF APPLIANCES AND FIXTURES. AND ROUGH OPENINGS ARE COMPLETELY CONCEALED.
- C. VERIFY ALL SHEAR WALL LOCATIONS, SEE STRUCTURAL
- D. SEE FINISH SCHEDULE FOR ADDITIONAL INFORMATION
- E. SEE ADDITIONAL NOTES AND DIMENSIONS ON G040-G044
- F. SEE APPLIANCE & ACCESSORIES SCHEDULE FOR ADDITIONAL INFORMATION
- G. ALL DIMENSIONS INDICATED AS "CLR" ARE FROM FINISH TO FINISH UNO.
- H. ALL SURFACES IN BATHROOMS WILL USE MATERIALS THAT HAVE DURABLE AND CLEANABLE SURFACES.
- I. IN DESIGNATED MOBILITY UNITS, ALL DOORS SHALL BE 36" WIDE DOORS.
- J. IN ALL DESIGNATED ACCESSIBLE UNITS, PROVIDE MOTION ACTIVATED LIGHT SWITCHES WITH "TOUCH PAD" OR "ROCKER-PAD" OVERRIDE OPTIONS, EXCEPT IN UNIT BATHROOMS WHICH MUST INCLUDE "ROCKER-PAD SWITCHES"
- K. PROVIDE HARD SURFACE FLOOR MATERIALS AS THE UNIT STANDARDS,
- L. IN ALL DESIGNATED MOBILITY UNITS, IN KITCHENS & BATHROOMS, PROVIDE FULL EXTENSION PULL-OUT DRAWERS, SHELVES, AND RACKS IN ALL THE BASE CABINETS, INSTEAD OF SWING-OPEN DOORS.
- M. IN ALL DESIGNATED MOBILITY UNITS PROVIDE PANTRY STORAGE WITH PULL-OUT ADJUSTABLE HEIGHT SHELVES.
- N. IN DESIGNATED ACCESSIBLE & FHA UNITS, PROVIDE ADJUSTABLE HEIGHT CLOSET RODS & SHELVES IN ALL CLOSETS. INCLUDE HEIGHTS FOR STANDING RESIDENTS AS WELL AS WHEELCHAIR USERS, WITH LINEN CLOSETS HAVE SHELF ADJUSTABILITY FROM 15"-72" AFF & FOR HANGING CLOTHES FROM 38"-80" AFF.
- O. THE DESIGNATED MOBILITY UNITS WILL ENSURE THAT CEILINGS ARE PROPERLY REINFORCED (TO HOLD MINIMUM 500 LB LOADING) SUCH THAT A TRACK & HARNESS SYSTEM COULD BE INSTALLED AS A RESONABLE ACCOMODATION.
- P. IN DESIGNATED MOBILITY UNITS, PROVIDE SINGLE-LEVER FAUCETS WITH TOUCH OR MOTION ACTIVATED WATER CONTROLS AT ALL SINKS & LAVATORIES.



UNIT - STUDIO (TYP)

1/4" = 1'-0"

1



UNIT - 2 BEDROOM (MANAGER)

1/4" = 1'-0"

2

**Attachment D**  
**Project Proforma**

### Project Summary

Site Address:	501 E. Fifth Street, Los Angeles, CA
Developers:	Daylight Community Development & GTM Holdings
Supportive Service Provider:	Downtown Women's Center
General Contractor:	United Building Contractors
Design Architect:	Gensler
Architect of Record:	KFA Architecture
Unit Count:	98 Units (97 PSH + 1 Manager's Units)
Target Population:	Women Experiencing Homelessness

**501 E. Fifth Street, Los Angeles, CA**

	<i># of units:</i>	<b>98</b>
<b>Category</b>	<b>Amount</b>	<b>Cost per Unit</b>
Acquisition Land	6,651,000	67,867
Hard Costs	50,997,225	520,380
Soft Costs	10,414,920	106,275
Financing Costs	10,042,819	102,478
Developer Fees	2,500,000	25,510
<b>Total</b>	<b>80,605,964</b>	<b>822,510</b>

**Project Financing:**

	<i>Construction</i>	<i>Permanent</i>
<b>Source</b>	<b>Amount</b>	<b>Amount</b>
Land Contribution (LA)	6,565,000	6,565,000
Apple (Perm Loan)	-	8,100,000
AHSC	-	26,500,000
IIG	-	4,080,000
HOME	7,785,104	7,785,104
Tax Credit Equity	2,757,586	27,575,860
Deferred Fee	1,250,000	-
Construction Loan - Tax Exempt	36,500,000	
Construction Loan - Taxable	25,248,274	
Deferred Costs	500,000	-
<b>Total</b>	<b>80,605,964</b>	<b>80,605,964</b>
	80,605,964	80,605,964

Check: HCD % of TDCs 37.94%

	Total	Residential	Eligible Basis	Per Unit
<b>Acquisition</b>				
Land Cost	\$6,565,000	\$6,565,000		\$66,990
Alley Purchase	\$74,000	\$74,000		\$755
Appraisal	\$12,000	\$12,000		\$122
Total Acquisition Costs	\$6,651,000	\$6,651,000	\$0	\$67,867
<b>Architecture / Engineering / Third Parties</b>				
Architectural - General	\$195,000	\$195,000	\$195,000	\$1,990
Architectural - KFA	\$1,130,715	\$1,130,715	\$1,130,715	\$11,538
Landscape	\$50,000	\$50,000	\$50,000	\$510
Lighting	\$45,000	\$45,000	\$45,000	\$459
Structural	\$137,300	\$137,300	\$137,300	\$1,401
MEP	\$137,000	\$137,000	\$137,000	\$1,398
Dry Utilities	\$50,000	\$50,000	\$50,000	\$510
Civil	\$60,000	\$60,000	\$60,000	\$612
Shoring	\$55,000	\$55,000	\$55,000	\$561
Waterproofing	\$45,000	\$45,000	\$45,000	\$459
Acoustic	\$25,000	\$25,000	\$25,000	\$255
Survey	\$13,500	\$13,500	\$13,500	\$138
Geotech	\$23,500	\$23,500	\$23,500	\$240
Environmental (Phase 1)	\$6,000	\$6,000	\$6,000	\$61
Exterior Building Maintenance Consultant	\$80,000	\$80,000	\$80,000	\$816
Permit Processing and Expediting	\$50,000	\$50,000	\$50,000	\$510
Market Study	\$18,000	\$18,000	\$18,000	\$184
Application Consulting	\$55,000	\$55,000	\$55,000	\$561
Land Use Attorney	\$50,000	\$50,000	\$50,000	\$510
Misc Engineers	\$30,000	\$30,000	\$30,000	\$306
CAsp	\$90,000	\$90,000	\$90,000	\$918
Construction Management - Primus	\$320,000	\$320,000	\$320,000	\$3,265
Construction Management - Bank Rep	\$60,000	\$60,000	\$60,000	\$612
Prevailing Wage Consultant	\$255,000	\$255,000	\$255,000	\$2,602
Sustainability Consultant	\$83,630	\$83,630	\$83,630	\$853
Misc S&BA	\$10,000	\$10,000	\$10,000	\$102
Signage	\$50,000	\$50,000	\$50,000	\$510
Interior Design	\$30,000	\$30,000	\$30,000	\$306
Deputy Inspections	\$300,000	\$300,000	\$300,000	\$3,061
Total Architectural / Engineering / Third Parties	\$3,454,645	\$3,454,645	\$2,834,645	\$35,251
<b>Permits / Fees</b>				
Entitlement (Fees + Consultant Exp)	\$140,000	\$140,000	\$140,000	\$1,429
Plan Check Fees	\$45,000	\$45,000	\$45,000	\$459
Building Permit	\$1,009,469	\$1,009,469	\$1,009,469	\$10,301
Cash Bonds	\$400,000	\$400,000	\$400,000	\$4,082
School Impact Fees	\$144,000	\$144,000	\$144,000	\$1,469
Sewer Connection Fees	\$0	\$0	\$0	\$0
Utility Fees	\$0	\$0	\$0	\$0
Printing & Radius Maps	\$20,000	\$20,000	\$20,000	\$204
Total Permits / Fees	\$1,758,469	\$1,738,469	\$1,758,469	\$17,944
<b>Bond Fees</b>				
Underwriter	\$0	\$0		\$0
Financial Advisor	\$75,000	\$75,000		\$765
Bond Counsel	\$80,000	\$80,000		\$816
Fiscal Agent	\$50,000			
Trustee Fee and Trustee Counsel	\$0	\$0		\$0
LAHD Issuer Fees	\$91,250	\$91,250		\$931
TEFRA / Misc.	\$7,500	\$7,500		\$77
Prepaid Annual Issuer Fees (US Bank)	\$75,000	\$75,000		\$765
CDLAC Fees	\$120,000	\$120,000		\$1,224
TCAC Fees	\$75,000	\$75,000		\$765
TCAC/CDLAC Performance Deposit	\$0	\$0		\$0
Total Bond Fees	\$573,750	\$523,750	\$0	\$5,344
<b>Misc</b>				
Loan Guaranty Fee	\$200,000	\$200,000		\$2,041
LP Legal (Sabelhaus)	\$115,000	\$115,000		\$1,173
Misc Legal	\$70,648	\$70,648		\$721
Temporary Parking for DWC	\$300,000	\$300,000		\$3,061
Title/Recording - Construction Closing	\$50,000	\$50,000		\$510
Title/Recording - Permanent Closing	\$50,000	\$50,000		\$510
Property Taxes During Pre-Dev / Construction	\$0	\$0		\$0
Insurance (Predevelopment)	\$15,000	\$15,000		\$153
Insurance (Construction)	\$1,200,000	\$1,200,000	\$1,200,000	\$12,245
Total Legal	\$2,000,648	\$2,000,648	\$1,200,000	\$20,415
<b>Lease Up / Reserves</b>				
Marketing / Lease Up / Prop Mgmt	\$50,000	\$50,000		\$510
Transition Reserve Fee	\$366,835	\$366,835		\$3,743
Operating Reserve (6 Months)	\$1,000,000	\$1,000,000		\$10,204
Services Reserve	\$500,000	\$500,000		\$5,102
Security Reserve	\$250,000	\$250,000		\$2,551
First Year Audit / Accounting	\$60,000	\$60,000		\$612
Total Lease Up / Reserves	\$2,226,835	\$2,226,835	\$0	\$22,723
Soft Cost Contingency	\$400,574	\$400,574	\$400,574	\$4,087
Total Soft Costs	\$10,414,920	\$10,344,920	\$6,193,688	\$105,560
<b>Construction</b>				
Demolition	\$45,000	\$45,000		\$459
Construction - New Structures	\$45,516,114	\$45,516,114	\$45,516,114	\$464,450
Furnishings - Units	\$600,000	\$600,000	\$600,000	\$6,122
Furnishings - Common Space	\$200,000	\$200,000	\$200,000	\$2,041
Construction Contingency	\$4,636,111	\$4,636,111	\$4,636,111	\$47,307
Total Construction	\$50,997,225	\$50,997,225	\$50,952,225	\$520,380
<b>Acquisition / Pre-Development Loans / Fees</b>				
Pre-Dev Loan Origination Fee	\$30,000	\$30,000	\$30,000	\$306
Pre-Development Loan Interest (DWC)	\$0			
Pre-Development Loan Interest (Other)	\$120,000	\$120,000	\$120,000	\$1,224
Pre-Development Loan Legal	\$15,000	\$15,000		\$153
Total Acquisition / Pre-Development Loans / Fees	\$165,000	\$165,000	\$150,000	\$1,684
<b>Construction Interest / Fees</b>				
Construction Loan Origination Fee	\$617,382	\$617,382		\$6,300
Construction Loan Legal	\$135,000	\$135,000		\$1,378
Construction Loan Interest	\$8,959,437	\$8,959,437	\$3,335,635	\$91,423
Total Construction Interest / Fees	\$9,711,819	\$8,959,437	\$3,335,635	\$91,423
<b>Permanent Financing Fees</b>				
Perm Loan Legal & Closing Costs	\$85,000	\$85,000		\$867
Perm Loan Fees	\$81,000	\$81,000		\$827
Total Permanent Financing Fees	\$166,000	\$166,000	\$0	\$1,694
Total Financing Costs	\$10,042,819	\$9,290,437	\$3,485,635	\$94,800
<b>Developer Fee / Organizational Costs</b>				
Developer Fee	\$2,500,000	\$2,500,000	\$2,500,000	\$25,510
Total Developer Fee / Organizational Costs	\$2,500,000	\$2,500,000	\$2,500,000	\$25,510
Total Land Costs	\$6,651,000	\$6,651,000	\$0	\$67,867
Total Soft Costs	\$10,414,920	\$10,414,920	\$6,193,688	\$106,275
Total Hard Costs	\$50,997,225	\$50,997,225	\$50,952,225	\$520,380
Total Financing Costs	\$10,042,819	\$10,042,819	\$3,485,635	\$102,478
Developer Fee	\$2,500,000	\$2,500,000	\$2,500,000	\$25,510
Total Development Costs	\$80,605,964	\$80,605,964	\$63,131,548	\$822,510



Rent Schedules and Subsidies														
Type	Unit / SF	# of Units	AMI Restriction	AMI Rents	Utility Allowance	Net Rent (Total Less UA)	Monthly Rent	Annual Total Rent	PBV	Voucher Payment Standard	Monthly Rent Received	Voucher Overhang	Monthly Overhang	Annual Voucher Proceeds
Studio - Schedule 7 VLI	293	20	30% AMI	\$516	\$31	\$485	\$9,700	\$116,400	20	\$2,132	\$2,101	\$1,616	\$32,320	\$387,840
Studio	293	53	30% AMI	\$662	\$31	\$631	\$33,443	\$401,316	53	\$2,132	\$2,101	\$1,470	\$77,910	\$934,920
Studio	293	24	50% AMI	\$1,103	\$31	\$1,072	\$25,728	\$308,736	24	\$2,132	\$2,101	\$1,029	\$24,696	\$296,352
Mngr Unit (2 BR)	611	1	Market											
<b>Total</b>	<b>23,172</b>	<b>98</b>						<b>\$826,452</b>	<b>97</b>					<b>\$1,619,112</b>

**\$2,445,564**

			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		Operating Cash Flow																				
Category	Subcategory	Growth Rate	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
INCOME	Gross Rental Income	2.5%	2,445,564	2,506,703	2,569,371	2,633,605	2,699,445	2,766,931	2,836,104	2,907,007	2,979,682	3,054,174	3,130,529	3,208,792	3,289,012	3,371,237	3,455,518	3,541,906	3,630,454	3,721,215	3,814,245	3,909,601
	Other Income (Laundry)	2.5%	14,700	15,068	15,444	15,830	16,226	16,632	17,047	17,474	17,911	18,358	18,817	19,288	19,770	20,264	20,771	21,290	21,822	22,368	22,927	23,500
	Less: Vacancy	10.0%	244,556	250,670	256,937	263,360	269,945	276,693	283,610	290,701	297,968	305,417	313,053	320,879	328,901	337,124	345,552	354,191	363,045	372,121	381,425	390,960
	Total Effective Gross Rent		2,215,708	2,271,100	2,327,878	2,386,075	2,445,727	2,506,870	2,569,542	2,633,780	2,699,625	2,767,115	2,836,293	2,907,200	2,979,880	3,054,377	3,130,737	3,209,005	3,289,230	3,371,461	3,455,748	3,542,141
EXPENSES	Operating Expenses	3.5%	1,190,230	1,231,888	1,275,004	1,319,629	1,365,816	1,413,620	1,463,097	1,514,305	1,567,306	1,622,161	1,678,937	1,737,700	1,798,519	1,861,467	1,926,619	1,994,050	2,063,842	2,136,077	2,210,839	2,288,219
	Service Expenses	3.5%	395,760	409,612	423,948	438,786	454,144	470,039	486,490	503,517	521,140	539,380	558,259	577,798	598,021	618,951	640,615	663,036	686,242	710,261	735,120	760,849
	Total Operating Expenses		1,585,990	1,641,500	1,698,952	1,758,415	1,819,960	1,883,659	1,949,587	2,017,822	2,088,446	2,161,542	2,237,196	2,315,497	2,396,540	2,480,419	2,567,233	2,657,086	2,750,085	2,846,337	2,945,959	3,049,068
NOI			629,718	629,601	628,926	627,659	625,767	623,211	619,955	615,958	611,179	605,574	599,098	591,703	583,341	573,959	563,504	551,919	539,146	525,124	509,788	493,074
DEBT SERVICE - PERM			283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500	283,500
DEBT SERVICE - HCD			128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436	128,436
DEBT SERVICE COVERAGE RATIO			1.53x	1.53x	1.53x	1.52x	1.52x	1.51x	1.50x	1.50x	1.48x	1.47x	1.45x	1.44x	1.42x	1.39x	1.37x	1.34x	1.31x	1.27x	1.24x	1.20x
Asset Management Fees			3.5%	25,000	25,875	26,781	27,718	28,688	29,692	30,731	31,807	32,920	34,072	35,265	36,499	37,777	39,099	40,467	41,884	43,350	44,867	46,437
LAHD Occupancy Monitoring Fees			4.0%	16,954	17,632	18,337	19,071	19,834	20,627	21,452	22,310	23,203	24,131	25,096	26,100	27,144	28,230	29,359	30,533	31,755	33,025	34,346
DWC Management Fee			3.5%	10,000	10,350	10,712	11,087	11,475	11,877	12,293	12,723	13,168	13,629	14,106	14,600	15,111	15,640	16,187	16,753	17,340	17,947	18,575
TOTAL				41,954	43,507	45,118	46,789	48,522	50,319	52,184	54,117	56,123	58,203	60,361	62,599	64,921	67,329	69,826	72,417	75,104	77,892	80,783
Capital to Deferred Fee				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Remaining Deferred Fee Balance				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow Available to Residual Receipt / Distribution				175,828	174,157	171,872	168,934	165,309	160,956	155,835	149,905	143,120	135,434	126,800	117,168	106,484	94,694	81,741	67,566	52,106	35,296	17,069
Cash Flow to Residual Receipt Lenders				87,914	87,079	85,936	84,467	82,654	80,478	77,918	74,952	71,560	67,717	63,400	58,584	53,242	47,347	40,871	33,783	26,053	17,648	8,535
Cash flow to LAHD Land Loan			16.1%	14,129	13,994	13,811	13,575	13,283	12,934	12,522	12,046	11,500	10,883	10,189	9,415	8,556	7,609	6,568	5,429	4,187	2,836	1,372
Cash Flow to HOME Loan			19.1%	16,754	16,595	16,377	16,098	15,752	15,337	14,849	14,284	13,638	12,905	12,083	11,165	10,147	9,023	7,789	6,438	4,965	3,363	1,627
Cash Flow to AHSC Loan			64.9%	57,031	56,489	55,748	54,795	53,619	52,207	50,546	48,623	46,422	43,929	41,129	38,004	34,539	30,715	26,513	21,915	16,901	11,449	5,537
Cash Flow to Partnership				87,914	87,079	85,936	84,467	82,654	80,478	77,918	74,952	71,560	67,717	63,400	58,584	53,242	47,347	40,871	33,783	26,053	17,648	8,535



	Property	ROSA'S PLACE - OPERATING BUDGET	
	Year		
	No Units %PSH	97 100	
		Total	Per Unit
ADMINISTRATIVE EXPENSES:			
6203 - Conventions & Meetings		250	3
6204-0002 - Outside Consultants		200	2
6210 - Advertising & Marketing		800	8
6291 - Credit Checks		190	2
6310 - Office Salaries		200	2
6310-0100 - Office Salaries- Temporary		37,440	386
6311 - Office Supplies		6,000	62
6311-0100 - Telephone and Answering Serv.		25,000	258
6311-0200 - Computer Expense		7,830	81
6311-0300 - Internet		-	-
6314 - Late/Penalty/Delinquent Fees		-	-
6319 - Payroll Processing Fees		2,000	21
6320 - Management Fee		75,660	780
6321 - Partnership Mgmt Fee		-	-
6322 - Investor Services Fee		-	-
6323 - Asset Management Fee		-	-
6330 - Manager or Superintendent Sal.		54,080	558
6331 - Administrative Rent Free Unit		-	-
6335 - Bonuses		3,000	31
6340 - Legal Expense - Project		3,000	31
6350 - Audit Expense		10,950	113
6351 - Bookkeeping Fees/Acctg. Serv.		-	-
6370 - Bad Debts		-	-
6390 - Misc. Admin. Exp. (specify)		10,920	113
6390-0100 - Bank Charges		-	-
Off-Site Parking & Transit		-	-
TOTAL ADMINISTRATIVE EXPENSE		237,520	2,449
OPERATING & MAINTENANCE EXPENSE			
6450 - Electricity		71,000	732
6451 - Water		42,100	434
6451 - Water & Fire		-	-
6452 - Gas		3,000	31
6453 - Sewer		32,500	335
6510-0100 - Salaries-Janitor & Cleaning		-	-
6510-0200 - Salaries-Repairs		47,840	493
6510-0300 - CBG Maintenance Staff		-	-
6515-0100 - Supplies-Janitor & Cleaning		2,000	21
6515-0200 - Supplies-Grounds		1,000	10
6515-0300 - Supplies-Repairs		1,310	14
6515-0400 - Supplies-Plumbing		1,960	20
6515-0500 - Supplies-Electrical		3,780	39
6515-0600 - Supplies-Decorating & Painting		2,590	27
6515-0700 - Supplies-Uniforms		600	6
6515-0800 - Supplies- Bed Bud		-	-
6520 - Contracts-Maint & Operating		-	-
6520-0100 - Contract-Janitor & Cleaning		4,690	48
6520-0200 - Contract-Exterminating		4,500	46
6520-0300 - Contract-Grounds		4,390	45
6520-0400 - Contract-Repairs		4,390	45
6520-0500 - Contracts-Plumbing		1,500	15
6520-0600 - Contract-Electrical		1,170	12
6520-0700 - Contract-Decorating & Painting		1,500	15
6520-0800 - Contract-Security/Fire Alarm		1,200	12
6520-1000 - Contract- Exterminating Bed Bug		-	-
6520-1500 - Mold Remediation		-	-
6525 - Garbage and Trash Removal		44,000	454
6530 - Security Payroll/Contract		219,000	2,258
6545 - Elevator Maintenance/Contract		5,400	56
6546 - Heating/Cooling Repair & Maint		43,510	449
6550 - COVID EXPENSES		-	-
6570 - Vehicle-Maint Equip Oper/Rep		1,000	10
6590-0100 - Lock and Key Expense		620	6
6590-0200 - Window and Glass Expense		1,000	10
6590-0300 - Fire Extinguisher Serv&Supply		1,400	14
6590-0400 - City of Los Angeles Annual Fee		-	-
6590-0400 - Operating Signs		200	2
6590-0500 - Cathodic Protection		-	-
TOTAL OPERATING & MAINTENANCE EXPENSE		549,150	5,661
TAXES & INSURANCE EXPENSES:			
6710 - Real Estate Taxes		35,000	361
6711 - Payroll Taxes		7,350	76
6720 - Property and Liab Ins (Hazard)		250,000	1,546
6722 - Worker's Compensation		11,980	124
6723 - Health Ins/Other Employee Benefits		15,160	156
6790 - Misc. Taxes, Licenses, Permits		20,010	206
TOTAL TAXES & INSURANCE EXPENSE		339,500	2,469
CAPITAL EXPENSES:			
6593 - Capital Expenses (Appliances, HVAC)		39,660	186
6593 - Replacement Reserve		29,400	300
TOTAL CAPITAL EXPENSE		64,060	660
SERVICE EXPENSES:			
6900 - Supplemental Tenant Services		11,000	113
6900-0100 - Social Services Program Fees		-	-
6900-0200 - Social Service Fees		-	-
6980 - Resident Services		25,000	258
Social Services - Staffing (net of Measure H)		359,760	3,709
TOTAL SERVICE EXPENSE		395,760	4,080
TOTAL EXPENSES		1,585,990	16,350

**Senior Conventional Loan**

Net Operating Income	629,718
LESS: AHSC Interest Payment	128,436
Income Avail to Service Conventional Debt	501,282

Max Loan Size	8,100,000
Rate	3.50%
Amortization	n/a
Pmt	283,500
DSCR	1.53x

<b>HOME Loan Needed</b>	7,785,104
Fee	81,000

**Tax-Exempt Financing Ratios**

	1
Construction Loan - Tax Exempt	36,692,721
Equity at Closing	0

<b>Total Tax-Exempt Financing</b>	<b>36,692,721</b>
Loan Size - No Circ Ref	36,500,000

<u>Aggregate Basis:</u>	
Depreciable Basis (Residential)	63,131,548
Land	6,100,000
Appraisal	0
Total Aggregate Basis	69,231,548

<u>Percent Tax-Exempt Financing</u>	53.0%
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**Senior Conventional Loan**

Net Operating Income	629,718
LESS: AHSC Interest Payment	128,436
Income Avail to Service Conventional Debt	501,282

Max Loan Size	5,781,422
Rate	6.50%
Amortization	35
Pmt	419,145
DSCR	1.15x

<b>HOME Loan Needed</b>	10,103,682
Fee	57,814

**Predevelopment Loan**

Loan Amount	\$2,000,000
Months Outstanding	12
Avg Amt Outsanding	60%

Rate	7.50%
Origination Fees	1.50%

Fees	\$30,000
Interest	\$90,000
Legal	\$15,000
Total Cost of Debt	\$135,000

**4% EXECUTION****Construction Loan - Tax Exempt**

Loan Amount	\$36,500,000
Rate	8.00%

Months Outstanding	40
Avg Amt Outsanding	70%

Origination Fees	1.00%
------------------	-------

Fees	\$365,000
Interest	\$6,813,333
Total Cost of Debt	\$7,178,333

**Construction Loan - Taxable**

Loan Amount	\$25,248,274
Rate	8.50%

Months Outstanding	40
Avg Amt Outsanding	30%

Origination Fees	1.00%
------------------	-------

Fees	\$252,483
Interest	\$2,146,103
Total Cost of Debt	\$2,398,586

**9% EXECUTION****Construction Loan**

Loan Size - From S&U	\$55,000,000
Loan Size - No Circ Ref	\$55,000,000

Rate	8.00%
Months Outstanding	30
Avg Amt Outsanding	60%

Origination Fees	1.00%
------------------	-------

Fees	\$550,000
Interest	\$6,600,000
Total Cost of Debt	\$7,150,000

<b>LTV Check</b>	
Max LTV	75%
Stab NOI	629,718
Cap Rate	5.00%
Est Value	\$12,594,352
Const. Loan LTV	436.70%

<b>LTC Check</b>	
Max LTC	75%
Actual LTC	68%



**TCAC Basis Limits - LA County**

Unit Type	# of Units	Per Unit	Total Basis
0 BR	97	437,727	42,459,519
1 BR	1	504,695	504,695
2 BR	0	608,800	0
3 BR	0	779,264	0
4 BR	0	868,149	0
			42,964,214

**Additional Basis Adjustments**

Boost for Prevailing Wage (20%)	Y	8,592,843
Boost for PLA (5%)	N	0
Boost for Subterranean Parking (10%)	Y	4,296,421
Boost for Elevator (10%)	Y	4,296,421
Boost for Onsite Day Care Center (2%)	N	0
Boost for 100% Special Needs (2%)	Y	859,284
Boost for Type 1 Construction (15%)	N	0
Boost for Type III Construction (10%)	Y	429,642
Local Development Impact Fees		144,000
Boost for Energy Efficiency (10%)	N	0
BONDS: Boost for units between 50% & 36% AMI	25	11,073,251
BONDS: Boost for units <= 35% AMI	53	46,950,584

<b>Total Threshold Basis Limit</b>	<b>119,606,661</b>
<b>Total Eligible Costs</b>	<b>63,131,548</b>

**Tax Credit Calculation**

	Federal			California		
	Acquis	Const	Total	Acquis	Const	Total
Total Eligible Costs	0	63,131,548	63,131,548	0	0	0
Less:						
Historic Tax Credits	0	0	0	0	0	0
Non-Eligible	0	0	0	0	0	0
Reserves / Credits from Seller	0	0	0	0	0	0
Eligible Basis	0	63,131,548	63,131,548	0	0	0
Voluntary Basis Reduction		0	0			
Requested Eligible Basis	0	63,131,548	63,131,548	0	0	0

Y High Cost Adjustment (Y/N):  
Y QCT (Y/N):

Adjusted Eligible Basis	0	82,071,013	82,071,013	0	0	0
Applicable Fraction	100%	100%		100%	100%	
Qualified Credit Basis	0	82,071,013	82,071,013	0	0	0
0% Credit Reduction	0	0	0	0	0	0

Adjusted Qualified Credit Basis	0	82,071,013	82,071,013	0	0	0
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Credit Rate:						
Federal Annual / Year 1 - 3 State	4.00%	4.00%		3.30%	3.30%	
Year 4 State				3.16%	3.16%	

Max Credit Amount Per Costs:						
Federal Annual / Year 1 - 3 State	0	3,282,841	3,282,841	0	0	0
Year 4 - State				0	0	0
Total	0	3,282,841	3,282,841	0	0	0

Max Allowable Credits	0	3,282,841	3,282,841			0
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<b>Max (10 Year Total)</b>	<b>32,828,405</b>
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Market Tax Credit Price \$0.840

<b>Total Tax Credit Proceeds (Based on Market Price)</b>	<b>\$27,575,860</b>
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<i>KEY</i>	<i>Item</i>	<i>Date</i>
Disposition	<b>ENA Signed</b>	<b>Nov-20</b>
Financing	<b>Entitlements Filed</b>	<b>Sep-21</b>
Architecture	<b>Entitlements Completed</b>	<b>Jan-22</b>
LADBS	<b>Apple Commitment Signed</b>	<b>Jul-22</b>
Entitlements	<b>Applied for IIG</b>	<b>Jul-22</b>
	<b>Key Terms and Conditions Executed</b>	<b>Oct-22</b>
<b>Completed</b>	<b>Applied for Managed Pipeline</b>	<b>Oct-22</b>
	<b>Awarded IIG</b>	<b>Feb-23</b>
	<b>Applied for AHSC</b>	<b>Mar-23</b>
	<b>Awarded Managed Pipeline</b>	<b>Apr-23</b>
	<b>Awarded AHSC</b>	<b>Aug-23</b>
	<b>Awarded HACLA PBVs</b>	<b>Feb-24</b>
	Complete Schematic Design	Mar-24
	Execute DDA	Apr-24
	Tax Credit Application	Apr-24
	Complete Design Development	Jul-24
	Submit to Plan Check	Jul-24
	Tax Credit Award & All Sources Secured	Aug-24
	Complete Construction Drawings	Nov-24
	Construction Loan Application	Nov-24
	Complete GMAX Bid	Dec-24
	Disposition & Construction Loan Closing	Jan-25
	Const. Start	Feb-25
	Cert of Occupancy	Aug-27
	Stabilization & Conversion	Feb-28

**DISPOSITION AND DEVELOPMENT AGREEMENT**

**ROSA'S PLACE**

**by and among**

**CITY OF LOS ANGELES**

**("City"),**

**and**

**DWC CAMPUS, LP**

**a California Limited Liability Company**

**("Developer")**



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## DISPOSITION AND DEVELOPMENT AGREEMENT

This Disposition and Development Agreement ("Agreement"), dated, for identification purposes only, as of \_\_\_\_\_, 20\_\_, is entered into by and among DWC Campus, LP, a California limited partnership (the "Developer"), and the CITY OF LOS ANGELES, acting by and through its Los Angeles Housing Department as Successor to the Housing Assets and Housing Functions of the Community Redevelopment Agency of the City of Los Angeles under Section 34176(A) of the California Health and Safety Code pursuant to the agreement regarding CRA/LA Affordable Housing assets and functions with the effective date of April 5, 2013 ("City" or "LAHD"). LAHD and Developer are sometimes individually referred to in this Agreement as "Party" and collectively referred to as "Parties."

### ARTICLE 1. SUBJECT OF AGREEMENT.

#### 1.1 Purpose of Agreement.

a. The purpose of this Agreement is to effectuate the disposition and development of certain real property commonly known as 501 East 5<sup>th</sup> Street, Los Angeles, California, currently owned in fee title by the City ("Site"), and to stabilize the neighborhood by providing, subject to all the terms and conditions of this Agreement, for the following: (i) the disposition of Site for the purchase price not to exceed **Fair Market Value (FMV)** (TBD amount), of which the City has sole ownership to be paid to the City in the form of a promissory note secured by deed of trust ("Acquisition Loan"); and (ii) the redevelopment and operation of affordable housing on the Site as more particularly provided in this Agreement (the "Project"). The disposition, development, financing and use of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City of Los Angeles and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

b. It is the intention of the City and Developer that the Project shall develop new housing that will be operated and maintained as rental housing that will be affordable to and occupied by formerly homeless women of Moderate, Low and Very-Low Income, as more particularly described in this Agreement, below.

c. When completed, the residential Project will consist of a total of Ninety Eight (98) studio units of permanent supportive housing, excluding one (1) Manager's Unit, which will include ADA accessible housing, affordable housing and other services targeted to serve the needs of homeless women and related/attendant uses. Of the Ninety Eight (98) residential studio units, Ninety Seven (97) studio units will be designated as affordable units for rent to the homeless women with personal or household

income not to exceed Moderate Income pursuant to California Health and Safety Code Section 50093, as further described in the Regulatory Agreement, **Exhibit I**. The Project will include a total of Fifty Four (54) parking spaces. The target population of the Project are homeless women. The Project will include onsite community space for supportive services offices, laundry facilities, bicycle storage area and a second-floor courtyard. The Project Site size will be about 29,596 square feet of land area, gross building area of approximately 68,869 square feet, with 29,021 square feet of residential area, 16,939 square feet of community space and offices, and 22,909 square feet of circulation and common areas.

d. This Agreement is entered into for the purpose of redeveloping the Site and providing affordable housing and not for speculation in landholding. The City's conveyance of a fee title interest in the Site to the Developer for the development of the Site pursuant to this Agreement is in the vital and best interests of the Project Area and the health, safety, morals and welfare of the residents therein, and is in accord with the public purposes and provisions of applicable state and local laws.

e. The City intends by this Agreement to cause the redevelopment of the Site to occur and to preserve and improve the community's supply of affordable housing for Moderate, Low and Very Low Income Households. The City would not have agreed to convey any interest to the Developer but for Developer's agreement to develop, use and maintain the Site in conformity with this Agreement and other related documents described below.

f. Each Party hereby acknowledges that it will obtain valuable benefits from this Agreement. The Parties further acknowledge that in entering into this Agreement, each Party is relying on the performance of the other Party.

(i) The City acknowledges that the development and use of the Project on the Site by Developer pursuant to the terms and conditions of this Agreement will further the purposes set forth in the California Redevelopment Law if applicable, and policies adopted by the City and the City Council by preserving and improving the community's supply of housing that is affordable to persons and families of low and moderate income helping to remedy the physical and economic conditions of blight (the "Project Area"), generating construction jobs in the development of the Project and permanent jobs in its operation, and encouraging further private investment that will benefit the entire Project Area.

(ii) Developer acknowledges that performance by the City of its obligations pursuant to the terms of this Agreement will provide to Developer and its principals significant and valuable financial benefits and that the City's performance of these obligations is in consideration of Developer's commitment to comply with the requirements of this Agreement for acquisition, development, construction, operation and use of the Project on the Site. These benefits will include, but not be limited to:



Developer's ownership of the Site; Developer fees associated with the development of the Project; and property management fees associated with ownership and management of the Project.

g. Except as otherwise explicitly set forth in this Agreement and/or in any documents evidencing the City financial assistance, if any, for this Project, the design, development, construction, and operation of the Project shall be at the sole cost and expense of the Developer.

## 1.2 Definitions.

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

"Rosa's Place" shall mean that certain real property, owned by the City of Los Angeles, located at the Site depicted on the Site Map attached to this Agreement as **Exhibit A** of Part I of Exhibits and more particularly described by the Legal Description attached to this Agreement as **Exhibit B** of Part I of Exhibits.

"Acquisition Loan" shall mean the loan to be made by the City to Developer to finance the purchase of the City Site described in **Exhibits A and B** of Part I of Exhibits, attached to this Agreement.

"Acquisition Loan Deed of Trust" shall mean the Deed of Trust securing the Acquisition Loan, encumbering the Site, in a form attached to this Agreement as **Exhibit H** of Part I of Exhibits.

"Acquisition Loan Documents" means, collectively, the Grant Deed, the Regulatory Agreement, the Notice of Affordability Restrictions, the Acquisition Note, the Acquisition Loan Deed of Trust, the Intercreditor Agreement (if any), the Assignment of Agreements, Plans, Specifications and Entitlements and all other documents required to be executed by the Developer and/or the City in connection with the transactions contemplated by this Agreement.

"Acquisition Loan Term" shall mean fifty-seven (57) years, commencing with the date of the Acquisition Note.

"Acquisition Note" shall mean the promissory note in favor of the City evidencing the Acquisition Loan, secured by the Acquisition Loan Deed of Trust, in a form attached to this Agreement as **Exhibit G** of Part I of Exhibits.

"Affiliate" shall mean any person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Developer, which, in the case of a partnership, shall include, each of the constituent general partners thereof,

and in the case of a limited liability company, each of the constituent members thereof. The term "control", as used in the immediately preceding sentence, means, with respect to a corporation, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the shares of the controlled corporation and, with respect to a person that is not a corporation, the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

"Affordable Rent" shall have the appropriate meaning set forth in California Health and Safety Code Section 50053(b), which, as of the date hereof, means monthly rent, including a reasonable utility allowance, that does not exceed the following respective amounts (which are more particularly set forth in the Income and Rent Limits exhibit attached to the Regulatory Agreement (**Exhibit K** of Part I of Exhibits):

- (a) for an Extremely Low Income Household, one-twelfth of the product of thirty percent (30%) times thirty percent (30%) of the Area Median Income adjusted for family size appropriate for the unit, (as that term is defined in California Health and Safety Code Section 50052.5), as determined by the California Department of Housing and Community Development ("HCD");
- (b) for a Very Low Income Household, one-twelfth of the product of thirty percent (30%) times fifty percent (50%) of the Area Median Income adjusted for family size appropriate for the unit, as determined by HCD;
- (c) for a Low Income Household, one-twelfth of the product of thirty percent (30%) times sixty percent (60%) of the Area Median Income adjusted for family size appropriate for the unit, as determined by HCD, which Developer may adjust upon each annual income verification and recertification for any Low Income Household with an annual income that exceeds sixty percent (60%) but does not exceed eighty percent (80%) of Area Median Income, to an amount that does not exceed thirty percent (30%) of the gross income of the Household; and
- (d) for a Moderate Income Household, one-twelfth of the product of thirty percent (30%) times one hundred ten percent (110%) of the Area Median Income adjusted for family size appropriate for the unit as determined by HCD, which Developer may adjust upon each annual income verification and recertification for any Moderate Income Household with an annual income that exceeds one hundred ten percent (110%) but does not exceed one hundred twenty percent (120%) of Area Median Income, to an amount that does not exceed thirty percent (30%) of the gross income of the Household.

"Affordable Unit" shall mean any of the dwelling units in the Improvements required by this Agreement and/or the Regulatory Agreement to be rented exclusively to and occupied by an Extremely Low, Very Low, Low or Moderate Income Household.

"Agreement" shall mean this Disposition and Development Agreement, as the same may be amended from time to time.

"Area Median Income" shall have the meaning set forth therefor in California Health and Safety Code Section 50093, as it may be amended from time to time.

"Assignment of Agreements, Plans, Specifications and Entitlements" shall mean an instrument substantially in the form attached to this Agreement as **Exhibit L** of Part I of Exhibits.

"Building Permit" shall mean all building and grading permits required to be obtained from the City for the construction of the Improvements.

"Business Day" means a week day, and shall specifically exclude those days described in California Civil Code Section 7.1, as amended from time to time.

"Certificate of Occupancy" shall mean that certificate issued by the City to the Developer pursuant to Section 6.4 of this Agreement.

"City" shall mean the City of Los Angeles, California, a municipal corporation, operating through its governing body, the City Council, and its various departments.

"Site" of "City Site" shall mean one (1) City-owned parcels located at 501 East 5<sup>th</sup> Street, Los Angeles, APNs 5147-007-901 and 5147-007-007, depicted on the City Site Map attached to this Agreement as **Exhibit A** of Part I of Exhibits and more particularly described by the City Site Legal Description attached to this Agreement as **Exhibit B** of Part I of Exhibits.

"Close of Escrow" shall mean the close of escrow for conveyance of the City Site by the City to Developer as provided in Article 3 of this Agreement.

"Closing Date" shall mean the date described in Section 3.9 of this Agreement.

"Community Outreach Plan" shall mean the plan described in Section 6.13.c. of this Agreement.

"Completion" shall mean completion of construction of the Improvements as required by all the requirements of this Agreement.



"Conditions Precedent" shall mean the conditions set forth in Section 3.1 of this Agreement.

"Construction Lender" shall have the meaning set forth in Section 4.2 below.

"Construction Loan" shall mean a loan secured by a Construction Loan Deed of Trust and made by a third party to Developer to finance certain development costs of the Project during the construction phase of the Project.

"Construction Loan Deed of Trust" shall mean any deed of trust recorded against the Site securing a Construction Loan.

"Construction/Permanent Loan" shall mean a loan that is both a Construction Loan and Permanent Loan.

"Construction/Permanent Loan Deed of Trust" shall mean any deed of trust recorded against the Site securing a Construction/Permanent Loan.

"Developer" shall mean DWC Campus, LP, a California limited partnership, or any permitted Transferee or successor in interest approved by the City in accordance with Article 7 of this Agreement.

"Development Costs" shall mean any properly documented costs incurred by Developer in connection with the acquisition of the City Site and the entitlement, design, financing and construction of the Project, as set forth in the Project Budget and Financing Plan.

"Effective Date" shall mean the date, after this Agreement is initially executed by Developer and approved by the City, that this Agreement is executed by the LAHD General Manager or designee, and/or City Clerk, which date shall be the latest date set forth on the signature page(s) of this Agreement.

"Eligible Household" shall mean, as applicable to this Agreement, a household that qualifies as an Extremely Low Income Household, a Very Low Income Household, a Low Income Household or a Moderate Income Household.

"Encumbrance" shall mean and include any and all mortgage, deed of trust, lease, lien, easement, restrictive covenant or regulatory agreements or other security interest recorded against title to the Site.

"Environmental Laws" shall mean all federal, state and local laws, ordinances and regulations relating to industrial hygiene, environmental protection or the

use, analysis, generation, manufacture, storage, release, disposal or transportation of Hazardous Substances.

"Escrow Agent" shall mean \_\_\_\_\_ or such other escrow agent as may be approved by the City.

"Event of Default" shall have the meaning set forth in Section 10.1 of this Agreement.

"Exceptions" shall mean all exceptions, reservations, liens, encumbrances, qualifications, covenants, conditions, restrictions, leases, easements, rights of way, or other like matters affecting the Site, and all matters or states of facts reflected on or arising out of any tentative or final parcel map for the Site, or concerning or related to zoning, subdivision, permitted use or physical condition of the Site, or arising from the redevelopment, development or related activities of Developer.

"Extremely Low Income Households" shall have the meaning set forth therefor in California Health and Safety Code Section 50106, as it may be amended from time to time.

"Financing Plan" shall mean the plan described in Section 3.2.b. of this Agreement.

"General Contractor" shall mean the licensed contractor or firm selected by Developer with overall responsibility for construction of the Project.

"Governmental Restrictions" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorization, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision.

"Grant Deed" shall mean the instrument(s) conveying title to the Site to Developer, in a form attached to this Agreement as Exhibit F of Part 1 of Exhibits.

"Hazardous Materials" shall mean: (i) any chemical, compound, material, mixture or substance that is now or may later be defined or listed in, or otherwise classified pursuant to, any Hazardous Materials Law as a "hazardous substance", "hazardous waste", "extremely hazardous waste", acutely hazardous waste", radioactive waste", infectious waste", biohazardous waste", "toxic substance", "pollutant", "toxic pollutant", "contaminant", as well as any formulation not mentioned herein intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP" toxicity, or "TCLP toxicity"; (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a



resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (iii) "hazardous substance" as defined in Section 25281 of the California Health and Safety Code; (iv) "waste" as defined in Section 13050(d) of the California Water Code; (v) asbestos in any form; (vi) urea formaldehyde foam insulation; (vii) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs) in excess of fifty (50) parts per million; (viii) radon; and (ix) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is now or hereafter limited or regulated for health and safety reasons by any governmental authority, or which poses or is later determined to pose a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. The term "Hazardous Materials" shall not include: construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction, maintenance, rehabilitation, or management of residential property, or commonly used or sold by hardware, home improvement stores, or medical clinics and which are used and stored in accordance with all applicable Hazardous Materials Laws.

"Hazardous Materials Laws" means all present and future federal, state and local laws, ordinances, regulations, permits, guidance documents, policies, decrees, orders and any other requirements, whether statutory, regulatory or contractual, of governmental authorities relating to health, safety, the environment or the use, handling, disposal or transportation of any Hazardous Materials (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation Recovery Act, the Clean Water Act, the Clean Air Act, and the applicable provisions of the California Health and Safety Code and the California Water Code, as each such statute may from time to time be amended, and the rules, regulations and guidance documents promulgated pursuant to any such statute).

"HCD" shall mean the California Department of Housing and Community Development.

"Housing Design Guidelines" shall mean the City's Residential Citywide Design Guidelines, substantially in the form included in Part II of Exhibits, receipt of which is hereby acknowledged.

"HUD Requirements" shall mean the requirements, to the extent applicable, listed in the form included as **Exhibit M** of Part I of Exhibits, receipt of which is hereby acknowledged.

"Improvements" shall mean and include all demolition, site preparation and grading, as well as all buildings, structures, fixtures, excavation, parking, landscaping, and other work, construction, rehabilitation, alterations and improvements of whatsoever

character to be constructed or performed by Developer on, around, under or over the Site pursuant to this Agreement.

“Intercreditor Agreement” shall mean an agreement to be entered into by and among LAHD, Developer, and/or other parties, as applicable, in form and substance that is acceptable to the City or its designee and that addresses, among other things, the disbursement of loan proceeds by the City and other Lender(s) and gives the City the right to review and comment on disbursements by the other Lender(s).

“Investor Member/Limited Partner Capital Contribution” shall mean funds provided to Developer by the Tax Credit Equity Investor in consideration of the Low Income Tax Credit and Historic Rehabilitation Tax Credit.

“LAHD” shall mean the City of Los Angeles, acting by and through its Housing and Community Investment Department of the City.

“Losses and Liabilities” shall mean and include all claims, writs, demands, causes of action, liabilities, losses, damages, judgments, injuries, expenses (including, without limitation, attorneys' fees and costs incurred by the indemnified party with respect to legal counsel of reasonably acceptable to it) charges, penalties or costs of whatsoever character, nature and kind, whether to property or to person, and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent.

“Low or Moderate Income Households” shall have the same meaning as the term “persons and families of low or moderate income” set forth in California Health and Safety Code Section 50093, as it may be amended from time to time.

“Low Income Households” shall have the same meaning as the term “Lower income households” set forth in California Health and Safety Code Section 50079.5, as it may be amended from time to time.

“Low Income Housing Tax Credit” shall mean the tax credit authorized by the Tax Reform Act of 1986 and governed by Section 42 of the Internal Revenue Code.

“Management Plan” shall mean a plan as described in Section 7.5.a. of this Agreement.

“Moderate Income Households” shall have the same meaning as the term “persons and families of low or moderate income” set forth in California Health and Safety Code Section 50093, as it may be amended from time to time.



“Notice of Affordability Restrictions” shall mean the Notice of Affordability Restrictions on Transfer of Property to be recorded against the Site, substantially in the form attached to this Agreement as **Exhibit L** of Part I of Exhibits.

“Operating Expenses” shall mean actual, approved reasonable and customary costs, fees and expenses directly attributable to the operation, recordkeeping, maintenance, taxes and management of the Project, including but not limited to a commercially reasonable property management fee; taxes and assessments; payroll and payroll taxes for property employees; insurance; security, painting, cleaning, repairs and alterations; landscaping; sewer charges; utility charges; advertising, promotion and publicity; cable television, satellite and other similar services; office, janitorial, cleaning and building supplies; purchase, repair, serving and installation of appliances, equipment, fixtures and furnishing; fire alarm monitoring; fees and expenses of accountants, attorneys, consultants and other professionals; and supportive services expenses for supportive services coordination and case management as defined under Article 1, Section 1.19.2 Supportive Services Amount, in the Loan Agreement, if applicable. Also included in Operating Expenses are those costs incurred by the transfer of households, within the development, that are not appropriately housed in regards to accessibility. Specifically, the cost of transferring a household from an accessible unit, who does not need the accessibility features of that unit, to a comparable, conventional unit and the costs of transferring a household in a non-accessible conventional unit to an accessible unit so that the household with a person who has a disability that requires the accessible features of that unit can be appropriately housed. The transfer costs of those moving these households, any utility transfer costs, if applicable, and unit preparation costs for occupancy are eligible Operating Expenses. The cost of making unit modifications requested by tenants in order to make a conventional unit more accessible for their use, and any costs associated with providing effective communications (including interpreters) with limited English speaking persons are also eligible Operating Expenses and reasonable accommodations to make housing and housing-related services accessible to individuals with disabilities in accordance with Section 504/ADA regulations and the Accessibility Covenants contained in the Agreement Containing Covenants Affecting Real Property. All development expenses will be excluded. Operating Expenses do not include: depreciation, amortization, depletion or other non-cash expenses, nor any capital costs associated with the Development. The Operating Expenses shall be reported in the audited Annual Financial Statement. Expenses for the purpose of calculating Residual Receipts are subject to LAHD approval and shall be calculated on an accrual basis.

“Operating Reserve Fund” shall mean the fund established pursuant to meaning set forth below:

- a. Developer shall establish an interest bearing account (i.e. Treasuries, Government-insured investments, or a combination thereof) designated by the City as a reserve fund to be known as the Operating Reserve Fund for the Rosa’s Place. On or before the close of permanent financing for the

Project, Developer shall deposit into the account not less than three months of Operating Expenses or such higher amount as required by another governmental lender. Notwithstanding the previous sentence, LAHD's written approval is required prior to making any modifications to the reserve, and LAHD reserves the right to deny any request if LAHD deems the amount is unreasonable or inconsistent with the industry standards in place at the time of the request.

- b. Funds shall be invested subject to the prior written approval of the City and any earnings shall become and remain a part of the Operating Reserve Fund. Funds may be withdrawn only when Revenue is insufficient to pay Operating Expenses. The Developer shall not draw funds from the Operating Reserve Fund, nor shall the Developer otherwise increase amounts in the Operating Reserve Fund, which exceeds the Operating Reserve Fund limit, without the prior written approval of the City. Any deficiency in the reserve at the end of the year due to City approved withdrawals (meaning a balance in the reserve that is less than the initial required balance listed in Section a, above) is to be funded and corrected in subsequent years from available cash flow to the extent there are sufficient funds available from Revenue pursuant to the priority listed in this agreement's definition of Residual Receipts. Developer shall be under no obligation to fund the Operating Reserve Fund deficit from other sources of funds are not available after the payment of all Operating Expenses.
- c. In the event of a failure by Developer to pay City's Share to the Lender pursuant to the terms of this Agreement, Agreement Containing Covenants Affecting Real Property, Acquisition Note, or Acquisition Deed of Trust or if the Developer defaults under the Acquisition Note, Agreement Containing Covenants Affecting Real Property, or Acquisition Deed of Trust, pursuant to which event the principal amount of the Loan may be accelerated, the City may, after delivery of notice to Developer and the expiration of any applicable cure periods, apply the funds in the Operating Reserve Fund to the amount then due under the Acquisition Note, or use such funds for the continued operation of the Improvements.
- d. The Operating Reserve Fund was established as a condition to receiving the Loan for the benefit of the Lender and the Developer.

"Ownership and/or Control" shall mean, without limitation, a majority of voting rights and beneficial ownership with respect to all classes of stock, , interests in partnerships or limited liability companies, and/or beneficial interests under a trust, as may be applicable to the type of entity in question. In the case of a trust, such term shall also include the rights of the trustee as well as the beneficiary.



"Parties" shall mean the City, LAHD and the Developer, collectively, and "Party" shall mean either the City, LAHD or the Developer.

"Permanent Lender" shall mean the maker of the Permanent Loan.

"Permanent Loan" shall mean the loan secured by a Permanent Loan Deed of Trust and made by a third party to Developer to finance certain development costs of the Project after construction completion and stabilization of occupancy of the Project.

"Permanent Loan Deed of Trust" shall mean any deed of trust recorded against the Site securing a Permanent Loan.

"Permitted Lender" shall mean the holder of any Security Financing Interest authorized by this Agreement and identified in the Project Budget or Financing Plan.

"Permitted Loan" shall mean any loan secured by a Security Financing Interest authorized by this Agreement and identified in the Project Budget.

"Permitted Transfer" means any of the following, provided Developer or a general partner or managing member, as the case may be, of Developer retains day-to-day control over management and operations of the Site and the Improvements other than as provided in (a) and (g) below:

- a. A conveyance of a security interest in the Site in connection with any Permitted Loan and any subsequent transfer of title by foreclosure, deed or other conveyance in lieu of foreclosure in connection therewith;
- b. A conveyance of title to the Site or other Transfer by Developer to a limited partnership or limited liability company in which Developer is managing general partner or managing member, as the case may be, and the Tax Credit Investor is a limited partner or member, as the case may be, or to any other Affiliate, or a sale back from such entity to Developer;
- c. The inclusion of equity participation by Developer by addition of members to Developer's limited liability company, limited partners to Developer's limited partnership, or similar mechanisms;
- d. The sale of non-managing membership or limited partnership interests to any Affiliate of the Tax Credit Investor;
- e. The lease for occupancy of all or any part of the Improvements on the Site;
- f. The granting of easements or permits to facilitate the development of the Site in accordance with this Agreement;

- g. In addition, the withdrawal, removal and/or replacement of any managing member of Developer's limited liability company or general partner of Developer's partnership, as the case may be, pursuant to the terms of the Developer's LLC Agreement or partnership agreement, as the case may be, shall not constitute a default under this Agreement or any of the City Loan Documents or Acquisition Loan Documents, nor shall such actions accelerate the maturity of the City Loan or the Acquisition Loan, provided that any required substitute member or general partner, as the case may be, is reasonably acceptable to the City and is selected with reasonable promptness;
- h. Any other transfer approved in writing by the City or its designee, at its sole discretion;

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, firm, joint stock company, trust, unincorporated association or other entity.

"Project" shall mean Developer's acquisition of the City Site and the development of the Improvements on the Site as required by this Agreement and the Scope of Development.

"Project Architect" shall mean the licensed architect or firm of architects selected by Developer with overall responsibility for the design of the Project.

"Project Budget" means the preliminary estimate of sources and uses of funds necessary to develop the Project attached to this Agreement as **Exhibit E** of Part I of Exhibits.

"Project Documents" shall mean and include such preliminary and Final Construction Drawings and specifications, grading plans, landscape plans, site development plans, plot plans, off-site improvement plans, architectural renderings and elevations, material specifications, parking plans and other plans and documents as are required to be submitted to LAHD pursuant to Article 5 of this Agreement or any applicable Governmental Restrictions.

"Purchase Price" shall mean the compensation to be paid and provided by Developer to the City for the City Site, as further set forth in Section 3.5 of this Agreement.



"Redevelopment Plan" shall mean the "Redevelopment Plan for the Redevelopment Project Area in which the Project is located" adopted by Ordinance of the City Council of the City of Los Angeles, as amended from time-to-time.

"Regulatory Agreement" shall mean the Agreement Containing Covenants Affecting Real Property to be entered into by the City and Developer and recorded against the Site, substantially in the form attached to this Agreement as **Exhibit I** of Part I of Exhibits.

"Residual Receipts" shall have the meanings set forth in the Acquisition Loan Agreement and Acquisition Note.

"Residual Receipts Loan" shall mean any loan to be secured by a deed of trust on the Site that finances or refinances any portion of the Total Development Costs and is to be repaid by a share of Developer's net cash flow in proportion to all other Residual Receipts Loans financing the Project.

"Rosa's Place" or "DWC CAMPUS EXPANSION" shall mean that certain real property, owned by the City of Los Angeles, located at 501 E 5<sup>th</sup> Street, Los Angeles depicted on the Site Map attached to this Agreement as **Exhibit A** of Part I of Exhibits and more particularly described by the Legal Description attached to this Agreement as **Exhibit B** of Part I of Exhibits.

"Schedule of Performance" shall mean the Schedule of Performance i attached to this Agreement as **Exhibit C** of Part I of Exhibits, which is incorporated herein by this reference. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between the Developer and the City or its designee.

"Scope of Development" shall mean the Scope of Development attached to this Agreement as **Exhibit D** of Part I of Exhibits, which is incorporated herein by this reference.

"Security Financing Interests" shall have the meaning set forth in Section 9.1.b. of this Agreement.

"Site" shall mean that certain real property consisting of City site: 501 East 5<sup>th</sup> Street, Los Angeles, APN 5147-007-901 and 5147-007-007, as it is depicted on the Site Map attached to this Agreement as **Exhibit A** of Part I of Exhibits and more particularly described by the Legal Description attached to this Agreement as **Exhibit B** of Part I of Exhibits.

"Soft Lenders" shall mean lenders, such as governmental agencies, that provide financial assistance to the project on a residual receipts basis with loan terms favorable to the developer. Soft lenders may include, but are not limited to, the Housing

& Community Investment Department (LAHD) which administers the Affordable Housing Trust Fund and Proposition HHH, the LA County Community Development Commission (LACDC) which administers the LA County Multi-family Rental Housing Program and the Housing and Community Development Department of California (HCD) which administers the Affordable Housing & Sustainable Communities Program and other affordable housing subsidy programs.

“Statutory Request for Notice of Default” shall mean an instrument substantially in the form attached to this Agreement as **Exhibit J** of Part I of Exhibits

“Tax Credit Equity Investor” shall mean any Person who will be an investor member in the Developer limited liability company or investor limited partner in the Developer partnership, as the case may be, and who will purchase the Low Income Housing Tax Credits and own not less than a 99% interest in Developer.

“Third Party Lender” shall mean the maker of any Third Party Loan or beneficiary of any Third Party Loan deed of trust, except for the City.

“Third Party Loan” shall mean the Construction Loan, Permanent Loan, Construction/Permanent Loan (if any), and/or any other loan, credit enhancement or construction period guaranty facility that is secured by a deed of trust or other instrument, except for the City Acquisition Loan.

“Title Company” shall mean \_\_\_\_\_ Title Company or such other title insurance company as may be approved by the City.

“Total Development Costs” shall mean the total cost to Developer of acquiring the Site and designing, entitling, financing and constructing the Project thereon, as set forth in the Project Budget and Financing Plan.

“Transfer” shall mean and include any voluntary or involuntary transfer, sale, assignment, lease, sublease, license, franchise, concession, operating agreement, gift, hypothecation, mortgage, pledge or encumbrance, or the like, of all or any portion of the Site, any rights or obligations of the Developer under this Agreement, or any interest in the Developer, to any person or entity (“Transferee”).

“Very Low Income Households” shall have the meaning set forth therefor in California Health and Safety Code Section 50105, as it may be amended from time to time.

### 1.3 Exhibits.

The following is a list of the exhibits applicable to this Agreement. The exhibits constituting Part I are attached to this Agreement. The exhibits constituting Part



II are Standard City Contracting Requirements which are set forth in a separate document, the receipt of which is hereby acknowledged by Developer. All of the exhibits are hereby incorporated by this reference as though fully set forth herein.

a. Part I of Exhibits:

- A. Site Map
- B. Legal Description
- C. Schedule of Performance
- D. Scope of Development
- E. Project Budget
- F. Form of Grant Deed
- G. Form of Acquisition Note
- H. Form of Acquisition Loan Deed of Trust
- I. Form of Assignment of Agreements, Plans, Specifications and Entitlements
- J. Form of Statutory Request for Notice
- K. Form of Regulatory Agreement
- L. Form of Notice of Affordability Restrictions
- M. HUD Requirements

b. Part II of Exhibits (Standard City Contracting Requirements):

- 1. City of Los Angeles Requirements and Checklist, with Attachments
- 2. ADA Covenants
- 3. Mayoral Directive
- 4. City Insurance Requirements

**ARTICLE 2. PARTIES TO THE AGREEMENT.**

2.1 City of Los Angeles.

The City of Los Angeles is a municipal corporation, acting by and through its Housing and Community Investment Department. The address of LAHD for the purposes of receiving notice pursuant to this Agreement is:

Los Angeles Housing Department  
1910 Sunset Boulevard Suite 300  
Los Angeles, CA 90026  
Attention: General Manager

With a copy to:

Los Angeles Housing Department

Asset Management Division  
1910 Sunset Boulevard, Suite 300  
Los Angeles, CA 90026  
Attention: Asset Manager

The term "LAHD" includes any assignee or successor to LAHD's rights, powers and responsibilities under this agreement.

## 2.2 Developer.

Developer is DWC Developers, LP, a California limited partnership. The address of Developer for purposes of receiving notice pursuant to this Agreement is:

Downtown Women's Center  
442 S. San Pedro Street  
Los Angeles, CA 90013  
Attention: Amy Turk

With a copy to:

Daylight Community Development  
455 N Sycamore Ave, #17  
Los Angeles, CA 90026  
Attention: Sonya Falcone

GTM Holdings, LLC  
250 N. Harbor Drive, Suite 311  
Redondo Beach, CA 90277  
Attention: Mark Walther

The term "Developer" as used herein includes any authorized and approved Transferee of Developer as permitted in accordance with Article 8 of this Agreement. All of the terms, covenants, and conditions of this Agreement shall be binding on such Transferees, successors and assigns of Developer.

## 2.3 No Joint Venture.

The City and Developer are not and shall not be deemed to be partners, co-venturers, joint ventures or in any other way related to one another, nor shall either party have any fiduciary, confidential or agency relationship with the other.

# **ARTICLE 3. DISPOSITION OF CITY SITE.**

## 3.1 Conditions Precedent to Close of Escrow.



Subject to the terms and conditions of this Agreement, the City shall convey fee title to the City Site to Developer for redevelopment and the provision of affordable housing. The City shall not be obligated to convey title to the Site to Developer, and the Close of Escrow shall not occur, if an Event of Default has occurred and has not been cured within the applicable cure period, if any. The Close of Escrow is further conditioned upon the timely satisfaction of each of the following conditions (the "Conditions Precedent"), not later than the time provided in the Schedule of Performance for the Closing Date (as such date may be extended in accordance with the terms of this Agreement). It shall be Developer's obligation to cause all of the Conditions Precedent to be satisfied in a timely fashion, as provided in this Agreement, and to provide written documentation sufficient for the LAHD General Manager or designee to determine compliance, not later than ten (10) Business Days prior to the scheduled Closing Date (unless a different time is provided in this Agreement). The City shall have the right to approve or disapprove any submittal. Any approval or disapproval shall be in writing. Any disapproval shall contain an explanation of the reason(s) for disapproval. Developer shall have eight (8) Business Days after any disapproval to submit additional or corrected documentation. Failure by the City to approve or disapprove any submittal in writing within ten (10) Business Days of receipt shall be deemed a disapproval. The City shall have the right to terminate this Agreement in the event of a failure of any Condition Precedent within the respective time specified for the satisfaction of such condition in this Agreement, but in any event not later than the time provided in the Schedule of Performance for the scheduled Closing Date. Unless expressly provided otherwise, each of the following conditions is for the exclusive benefit of the City.

(i) Developer's Certificate. Developer shall certify to the City in writing that (i) all information provided by Developer to the City in connection with this Agreement remains true and correct in all material respects; and (ii) Developer is in full compliance with the terms of this Agreement and there exists no Event of Default pursuant to this Agreement, nor has any act, omission or condition occurred that, with the giving of notice, would constitute an Event of Default pursuant to this Agreement;

(ii) Opinion of Developer's Counsel. Developer shall deliver to the City a written opinion in a form acceptable to the City, to be signed by counsel to Developer on the Closing Date, with respect to: (i) the legality, validity and binding effect of this Agreement and its enforceability against Developer in accordance with its terms; (ii) the absence of any litigation or other proceedings, either pending or threatened, which could have a material adverse effect on the ability of Developer to perform pursuant to this Agreement; and (iii) such other standard and customary matters for legal opinions to be given by Developer's counsel in real estate secured financing transactions as reasonably requested by LAHD. The opinion of Developer's counsel shall disclose whether any consent, approval or other authorization, regulation, declaration or filing with any court or other governmental agency or commission or other public entity is required for the due



execution and delivery of this Agreement and Acquisition Loan and Acquisition Loan Documents pursuant to this Agreement;

(iii) Developer's Formation Documents. Developer shall deliver to LAHD documentation relating to the status of Developer's corporate, partnership, limited liability or other similar entity, and those of any general partners or managing members of Developer, including, without limitation and as applicable, the following: limited partnership agreements and any amendments thereto; articles of incorporation; limited liability company articles of incorporation (LLC-1); statement of information and operating agreement (including any amendments thereto); copies of all resolutions or other necessary actions taken by such entity to authorize the execution of this Agreement and related documents; and a certificate of status issued by the California Secretary of State;

(iv) Title. The Title Company shall confirm in writing that all conditions precedent to the Close of Escrow for Developer to take fee title to the Site, other than the payment of the Purchase Price, shall have been satisfied;

(v) Appraisal or Other Determination of Value. The City shall have determined, in their sole discretion, that the Purchase Price payable by Developer for the City Site is acceptable;

(vi) Site Conditions. The City and Developer shall determine that no adverse Site conditions exist that may interfere with the development of the Site as provided in this Agreement, or, if such Site conditions exist, that they are being addressed to the satisfaction of the City. This condition is for the benefit of the City and Developer;

(vii) Title Insurance Policy. The City shall have received written confirmation from the Title Company that the Title Company is committed to issue to the City, upon the Close of Escrow, without cost to the City, an extended ALTA Lender's Title Insurance Policy (without deletions), in the combined amount of the Acquisition Loan, showing the Acquisition Loan Deed of Trust and other encumbrances to be recorded against the Site as of the Close of Escrow in a relative order of priority that is acceptable to LAHD General Manager or designee, together with such endorsements as the City may request. This condition is for the benefit of the City and Developer;

(viii) Developer's Title Insurance Policy. The City shall have received written confirmation from the Title Company that the Title Company is committed to issue to Developer, upon the Close of Escrow, the Developer's Title Insurance Policy, as provided in Section 3.11 of this Agreement. This condition is for the benefit of the City and Developer;



(ix) Evidence of Insurance. Developer shall have submitted to the City evidence of the Insurance Policies required by Section 7.10 of this Agreement. The City shall be named as loss payee or additional insured on all policies, as applicable. Developer shall ensure that all worker compensation insurance policies carried by the General Contractor and subcontractors working on the Project include a waiver of subrogation in favor of the City.

(x) Project Budget. As a condition precedent to the Close of Escrow, the acceptance of the Acquisition Note, Developer shall deliver to the City a certification in writing that the Project Budget remains in effect as of such date, or Developer shall have delivered to the City a proposed revision to the Project Budget, demonstrating to the reasonable satisfaction of the LAHD General Manager or designee the availability of sufficient funds to pay all Total Development Costs.

(xi) Financing Plan. Developer shall have submitted and the City shall have approved a Financing Plan for the Project, meeting the requirements of Section 3.2.b. of this Agreement.

(xii) Closing Cost Statement. The City and Developer shall have received an estimated closing cost statement of costs from the Escrow Agent. This condition shall be for the benefit of the City and Developer;

(xiii) Purchase Price. Not later than two (2) Business Days prior to the Scheduled Close of Escrow, Developer shall have deposited the Purchase Price by delivering the fully executed Acquisition Note and Acquisition Deed of Trust into Escrow;

(xiv) Recording Instructions. Developer and the City shall have executed and delivered to the Escrow Agent mutually agreed-upon and irrevocable supplemental escrow and recording instructions authorizing the Escrow Agent to deliver the Purchase Price to the City and to record and/or deliver the closing documents listed below, which escrow instructions shall also state that the Grant Deed and related documents shall be recorded only upon satisfaction of the Conditions Precedent, and the Escrow Agent shall have approved such supplemental escrow and recording instructions as may have been prepared on behalf of the City and Developer. ; and

(xv) Documents. Not later than two (2) Business Days prior to the Close of Escrow, the City, Developer and/or other parties, as appropriate, shall have executed the following documents and delivered them to the Escrow Agent, for recording and distribution, as appropriate, upon the Close of Escrow:



(i) Grant Deed (to be signed by the City and consented to by Developer before or concurrently with the Close of Escrow). This condition shall be for the benefit of the City and Developer;

(ii) City Acquisition Note (to be signed by Developer and the City and retained by the City;

(iii) City Acquisition Deed of Trust (to be signed by Developer and recorded concurrently with the Close of Escrow);

(iv) City Acquisition Loan Documents, as set forth in the City Agreement;

(v) Regulatory Agreement (to be signed by Developer and the City and recorded concurrently with the Close of Escrow);

(vi) Notice of Affordability Restrictions on Transfer of Property (to be signed by the City and Developer and recorded concurrently with the Close of Escrow);

(vii) Assignment of Agreements, Plans, Specifications and Entitlements (to be signed by Developer, Project architect and contractor, as applicable, and retained by the City);

(viii) Intercreditor Agreement(s), if any (to be signed by the City, Developer and any other lender(s) party to such agreement); and

(ix) Statutory Request for Notice under Section 2924b of the Civil Code (to be signed by the City and recorded upon the Close of Escrow).

### 3.2 Financing for the Project.

a. Project Budget. The Parties estimate that the Total Development Costs will be as set forth in the Project Budget. The initial Project Budget is attached to this Agreement as **Exhibit E** to Part I of Exhibits. The Parties acknowledge that the Project Budget shall serve as a guide for preparation of a more detailed Financing Plan. From time to time after the execution of this Agreement and through completion of construction, the Project Budget shall be subject to one or more amendments (each such amendment referred to as a "Revision" in this Agreement). Any Revision shall be subject to the approval of the LAHD General Manager or designee. The LAHD General Manager or designee is authorized to approve, and shall not unreasonably withhold approval of, any requested Revision for which the Third Party Lender's approval is not required under the terms of the Third Party Loan documents, or which has been approved by the Third Party Lender, if, within five (5) Business Days after receipt of the request, the City receives



such explanation and/or back-up information as was received and relied upon by the Third Party Lender in connection with its approval of the Revision, and if the following conditions are satisfied:

(i) the Revision is limited to a reallocation of budgeted funds among Project Budget line items without any increase in the total Project Budget and the funds in the line item(s) to be reduced remain sufficient for completion of the Project and the requested increase in one or more line item(s) is to be used to pay approved costs, or the Revision involves an increase in the Total Development Costs, not to exceed fifteen percent (15%) of the Total Development Costs, and additional funds in an amount equal to the increase in the total Project Budget will be provided by Developer or a lender, and the requested increase in the Project Budget is to be used to pay approved costs.

(ii) the Revision does not increase the amount of any City loan;

(iii) the Revision does not result in a material change to the design of the Project;

(iv) the Revision does not materially adversely affect the economic feasibility of the Project; and

(v) the Revision does not materially adversely affect the security of the Acquisition Loan Deed of Trust.

Upon approval of any Revision, the Project Budget shall be replaced by the approved revised Project Budget and this Agreement shall be deemed amended to reflect such revised Project Budget.

b. Financing Plan. Not later than twenty (20) Business Days prior to the scheduled Closing Date, Developer shall submit to LAHD a proposed Financing Plan, consisting of the following: (1) a ten-year cash flow projection for operation of the Project; (2) a current Project Budget, updated on the basis of approved permits and entitlements and any design requirements of any Governmental Agency; (3) a "sources and uses" table, identifying the proposed use of each source of funding for the Project during the construction period; (4) if applicable, evidence reasonably satisfactory to the LAHD General Manager or designee that Developer has sufficient additional funds available and committed to cover the difference, if any, between the Total Development Costs and all funds committed to financing the Total Development Costs (as provided in Section 3.2.c., below). LAHD shall approve or disapprove in writing the proposed Financing Plan within ten (10) Business Days of receipt. Failure of LAHD to approve or disapprove the Financing Plan within ten (10) Business Days of receipt shall be deemed a disapproval.

c. Evidence of Financing.



The sum of the sources of construction financing described in the Project Budget shall be sufficient at all times to pay all Total Development Costs as set forth in the most recently approved Project Budget. If at any time prior to the issuance of the Certificate of Occupancy, the sum of the sources of funds described in the Project Budget is insufficient to pay all Total Development Costs, Developer shall promptly deposit into the construction fund held by the Construction Lender additional Developer's funds at least equal to the shortfall. Not later than twenty (20) Business Days prior to the scheduled Closing Date, Developer shall submit, for approval by the LAHD General Manager or designee, evidence of such financing (as part of the Financing Plan), including substantially complete drafts of Construction Loan documents (as required by Section 4.4(1)(a) of this Agreement). The LAHD General Manager or designee shall not unreasonably withhold his or her approval.

### 3.3 Security Deposit and Liquidated Damages.

Prior to the execution of this Agreement by the City and the Developer, the Developer shall have submitted to the City a refundable project commitment deposit in the sum of Twenty Five Thousand Dollars (\$25,000) (the "Deposit") to ensure that the Developer will proceed diligently and in good faith to develop the Site as required by this Agreement. The Deposit will be returned on the Close of Escrow if the Developer fully performed all of the conditions required of the Developer by this Agreement.

### 3.4 Purchase and Sale of City Site.

Provided the conditions precedent in Section 3.1 of this Agreement have been satisfied, upon the terms, covenants and conditions set forth in this Agreement, the City agrees to sell and convey the fee title interest in the Site to Developer, and Developer agrees to purchase and accept the fee title interest in the Site from the City, in accordance with this Agreement and the Grant Deed(s). Until the issuance of the Certificate of Occupancy, the City's conveyance of title shall be subject to a power of termination (as described in Section 10.10 of this Agreement), to ensure the completion of the redevelopment of the Site for the purpose of providing affordable housing as provided in this Agreement.

### 3.5 Purchase Price.

a. In accordance with and subject to all terms, covenants and conditions of this Agreement, the City agree to convey the City Site to Developer and Developer agrees to purchase the City Site for the Purchase Price of TBD Dollars (\$ ). The Purchase Price is based upon the fair market value of the City Site, subject to the requirements and use restrictions set forth in this Agreement, the Grant Deed and the Regulatory Agreement.



b. The Purchase Price shall be paid by Developer to the City on the Closing Date through the Escrow Agent, by delivery of the Acquisition Note, Acquisition Deed of Trust and the other Acquisition Loan Documents, together with such additional amounts as is necessary to cover Developer's share of costs and expenses hereunder. The Deposit shall be credited toward Developer's share of costs and expenses hereunder.

### 3.6 Condition of the City Site.

a. Due Diligence. The City makes no representations regarding the condition of the Site. The Parties hereby acknowledge that prior to the execution of this Agreement, Developer used the opportunity provided by the City to conduct any studies and investigations that Developer deemed necessary to assure itself of the physical condition of the Site and the suitability of the Site for the development contemplated by this Agreement. Developer shall have the right, without cost or expense to the City, to engage its own environmental consultant and any other consultants to conduct such additional studies and investigations of the Site as it deems necessary, including any Phase I and/or Phase II environmental investigations, soils, geotechnical or other testing of the Site, subject to the execution of a "Right of Entry" agreement in LAHD's customary form. The City shall disclose to Developer any actual knowledge of Hazardous Materials or other physical defects on the Site which occur at any time prior to the Close of Escrow.

b. "As Is" Conveyance.

(i) DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CITY IS SELLING THE SITE TO DEVELOPER AND DEVELOPER IS BUYING FROM THE CITY THE SITE ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE CITY AS TO ANY MATTERS CONCERNING THE SITE, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE SITE (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE SITE, (D) THE DEVELOPMENT POTENTIAL OF THE SITE, AND THE SITE'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE SITE FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE SITE OR ANY OTHER PRIVATE OR GOVERNMENTAL RESTRICTIONS ON THE USE OF THE SITE, (F) THE COMPLIANCE OF THE SITE OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS,



STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, AND (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE SITE OR EMANATING FROM THE ADJOINING OR NEIGHBORING PROPERTY. DEVELOPER AFFIRMS THAT DEVELOPER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE CITY OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, CONSULTANTS OR CONTRACTORS TO SELECT OR FURNISH THE SITE FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE SITE IS FIT FOR ANY PARTICULAR PURPOSE. DEVELOPER ACKNOWLEDGES THAT DEVELOPER SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE SITE AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE SITE (INCLUDING, WITHOUT LIMITATION, WHETHER THE SITE IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). DEVELOPER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE SITE'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(ii) Developer's Release of the City. Developer, on behalf of itself and anyone claiming by, through or under Developer hereby waives its right to recover from and fully and irrevocably releases the City, and its respective council members, board members, employees, officers, directors, representatives, attorneys and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Developer may have or hereafter acquire against any of the Released Parties, excluding breaches by the City of representations, warranties and covenants of the City, for any claims, fines, penalties, fees, costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the following: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Site, or its suitability for any purpose whatsoever; and (ii) any information furnished by the Released Parties under or in connection with this Agreement, provided that such release does not apply in the event where the liability resulted from gross negligence, fraud, or wilful misconduct of the Released Parties.

(iii) Scope of Release. The release set forth in Section 3.6(b)(ii) includes claims (other than claims for the presence of Hazardous Materials on, under or about the Site prior to the Close of Escrow) of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would



materially affect Developer's release of the Released Parties. Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Developer agrees, represents and warrants that Developer realizes and acknowledges that factual matters now unknown to Developer may have given or may hereafter give rise to causes of action, claims, fines, penalties, fees, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Developer further agrees and represents that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, fines, penalties, fees, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Developer, on behalf of itself and anyone claiming by, through or under Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right Developer and anyone claiming by, through or under Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

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

Developer's Initials: \_\_\_\_\_

The provisions of this section shall survive the termination of this Agreement.

### 3.7 Discovery of Hazardous Materials.

a. In the event that Developer discovers the presence of Hazardous Materials on, under or about the Site prior to the commencement of the construction of the Improvements which Hazardous Materials were not the result of Developer's activities on the Site, Developer shall promptly notify the City of such discovery but in any event within seventy two (72) hours of such discovery. If Developer and the City, based on environmental reports by qualified professional consultants, reasonably estimate that the cost of remediating the Site in accordance with all Governmental Restrictions is One Hundred Thousand Dollars (\$100,000.00) or less, then Developer shall pay for and cause the remediation of the Site with reasonable diligence and in accordance with Governmental Restrictions. Developer and the City shall work cooperatively to expeditiously determine the estimated costs of remediation.



b. If the cost of remediation exceeds One Hundred Thousand Dollars (\$100,000.00), the City and Developer shall negotiate in good faith to identify the means and a method to pay the estimated costs of remediation. In the event the City and Developer are unable to identify funds to pay the costs of remediation after sixty (60) days of good faith negotiation (or such longer time as the Parties mutually determine), either Party may terminate this Agreement by providing a written notice of termination to the other Party. In such an event, Developer shall convey the Site to the City within five (5) days following the date of the notice of termination.

c. In the event that Developer discovers the presence of Hazardous Materials on, under or about the Site following the commencement or completion of the construction of Improvements and the presence of such Hazardous Materials are not caused by the City, Developer shall be responsible for the payment of all costs of remediation in accordance with Governmental Restrictions. Developer hereby waives its right to recover from and fully and irrevocably releases the City, and its respective council members, board members, employees, officers, directors, representatives, attorneys, and agents from any and all claims, responsibility and/or liability that Developer may have or hereafter acquire from the discovery of Hazardous Materials on, under or about the Site following the completion of the construction of the Improvements as evidenced by the issuance by the City of a temporary Certificate of Occupancy or Certificate of Occupancy, whichever is earlier.

d. The release set forth in this Section 3.7 includes claims (other than claims for the presence of Hazardous Materials on, under or about the Site prior to the Close of Escrow) of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would materially affect Developer's release of the Released Parties. Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Developer agrees, represents and warrants that Developer realizes and acknowledges that factual matters now unknown to Developer may have given or may hereafter give rise to causes of action, claims, fines, penalties, fees, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Developer further agrees and represents that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, fines, penalties, fees, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right Developer and anyone claiming by, through or under Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO  
CLAIMS WHICH THE CREDITOR DOES NOT KNOW



OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Developer's Initials: \_\_\_\_\_

e. Developer Precautions After Closing of Escrow.

Upon the Close of Escrow, Developer shall use commercially reasonable efforts to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all governmental requirements with respect to Hazardous Materials.

3.8 Escrow.

a. Opening of Escrow.

Developer and the City shall open Escrow with the Escrow Agent not later than twenty (20) Business Days prior to the scheduled Closing Date. The delivery to Escrow Agent of a duplicate original of this Agreement shall constitute the "Opening of Escrow" and the date of the Opening of Escrow shall constitute the "Opening Date." The Escrow Agent shall accomplish the recordation of the Grant Deed and the documents to be recorded pursuant to this Agreement as more particularly set forth herein. This Agreement constitutes the joint basic escrow instructions of the City and Developer with respect to the sale and conveyance of the Site by the City to Developer. The City and Developer shall provide such additional escrow instructions as are customary, consistent with this Agreement and necessary for the accomplishment of its purpose. Escrow Agent is hereby empowered to act under this Agreement, and Escrow Agent, upon indicating within five (5) Business Days after the Opening of Escrow its acceptance of the provisions of this Section 3.8 in writing delivered to the City and Developer, shall carry out its duties as Escrow Agent hereunder. In the case of any inconsistency between the Additional Escrow Instructions and this Agreement, the terms of this Agreement shall govern.

b. Closing Costs to be paid by Developer.

Together with Developer's deposit of the Purchase Price (if any) provided by this Agreement, Developer shall pay to the Title Company all fees, charges and costs of the Escrow promptly after the Title Company has notified Developer of the amount of such fees, charges and costs, prior to the Closing Date. Such fees, charges and costs shall include, but are not limited to, as follows:

- (i) The escrow fee; and



(ii) Recording fees, if any, for Grant Deed, the Regulatory Agreement, the Notice of Restrictions and/or any other instrument to be recorded against title to the Site by or for the benefit of Developer; and

(iii) American Land Title Association ("ALTA") lender's policy of title insurance naming the City as the insured with liability not less than the principal amount of the Acquisition Loan, issued by an insurer satisfactory to the City, excepting only such defects, liens, encumbrances, and exceptions as are approved by the City, and containing such endorsements as the City may reasonably require.

c. Closing Costs to be paid by Other Parties.

Any other costs, expenses or fees of the Escrow not otherwise provided for in this Agreement shall be paid by the party who customarily pays for such costs in Los Angeles County.

d. Duty of Escrow Agent.

The Escrow Agent is authorized to:

(i) Pay and charge Developer, the City or other parties, as applicable, for its respective fees, charges and costs payable under this Section 3.8. Before such payments or charges are made, Escrow Agent shall notify the City and Developer of the fees, charges and costs necessary to close the Escrow;

(ii) Deliver the Grant Deed, the Regulatory Agreement and other documents, including any applicable promissory notes and deeds of trust, to the parties entitled thereto when the conditions of this Escrow have been fulfilled by the City and Developer;

(iv) Record any instruments delivered through this Escrow, if necessary or proper, to vest title in the City Site, or the applicable portion thereof, to Developer in accordance with the terms and provisions of this Agreement.

If this Escrow is not in condition to close on or before the "Closing Date" (as defined in Section 3.9 of this Agreement), either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, demand from Escrow Agent and the Title Company, if appropriate, the return of its money, papers or documents deposited with Escrow Agent and the Title Company. No demand for return shall be recognized until ten (10) calendar days after Escrow Agent shall have mailed



copies of such demand to the other Party at the address of its or their principal place of business and such other Party shall have failed to have taken the action required by that Party to effectuate the Close of Escrow within such ten (10) calendar day period. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other Party within the ten (10) calendar day period described above, in which event Escrow Agent and the Title Company are authorized to hold all money, papers and documents with respect to the Site, or the affected portion thereof, until instructed by mutual agreement of the Parties or by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible.

Neither Escrow Agent nor the Title Company shall be obligated to return any such money, papers or documents, except upon the written instructions of the City and Developer or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

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

All communications from Escrow Agent to the City or Developer shall be directed to the addresses and in the manner established in Section 12.2 of this Agreement for notices, demands and communications between the City and Developer.

e. Title Review. Within the time provided in the applicable Schedule of Performance, Developer shall cause the Escrow Holder to deliver to the Developer and the City the Title Report(s) with respect to the title of the Site, together with legible copies of the documents underlying the exceptions (the "Exceptions") set forth in the Title Report(s). Within the time specified in the applicable Schedule of Performance, Developer shall have approved or disapproved the Exceptions. If Developer disapproves the Exceptions, then Developer may terminate this Agreement (Section 10.8, no fault termination provision) or Developer may provide written disapproval of such Exceptions to the City, and the City shall have until the date selected for each Close of Escrow to cure or remove each disapproved Exception. In the event the City is unable to cure to Developer's reasonable satisfaction, or remove, the disapproved Exceptions prior to Close of Escrow, Developer shall have the right to terminate this Agreement pursuant to Section 10.8 (no fault termination provision). Developer's failure to disapprove title to the Site within ninety (90) days prior to the Close of Escrow shall be deemed approval of such condition of title. In the event any new Exceptions appear on a Title Report after delivery of the initial Title Report and prior to the Close of Escrow, and (a) Developer disapproves of such Exception and (b) the City is unable to remove or cure such Exception to Developer's reasonable satisfaction prior to the Close of Escrow, then Developer shall have the right to terminate this Agreement pursuant to Section 10.8 (no fault termination provisions.) Upon Developer's approval of



the state of title to the Site, Developer shall have no right to terminate this Agreement on account of the condition to title to the Site, except as provided herein.

### 3.9 Close of Escrow.

a. Subject to any extensions of time mutually agreed upon in writing between the City and Developer, the conveyance of fee title interest to Developer pursuant to the Grand Deed shall be completed upon the occurrence of all of the following (the "Closing Date") (i) not sooner than the satisfaction of all Conditions Precedent to the Close of Escrow set forth in Section 3.1 of this Agreement; (ii) concurrently with the closing of the Acquisition Loan, as evidenced by the recordation of the deed of trust securing the Acquisition Loan, and (iii) not later than the date specified for the scheduled Closing Date in the Schedule of Performance.

b. The LAHD General Manager or his/her designee, is authorized to approve one or more reasonable extensions to the Closing Date, (each such extension not to exceed twenty (20) Business Days), so long as: (i) such extension is in writing, executed by the LAHD General Manager or designee; (ii) the LAHD General Manager or designee determines in writing, on the basis of reasonable documentation provided by Developer, that Developer is diligently attempting to satisfy or cause the satisfaction of any outstanding Condition Precedent; and (iii) the extension does not exceed six (6) months from the Closing Date set forth in the Schedule of Performance. Notwithstanding anything to the contrary, Close of Escrow shall not occur without the concurrent closing of the Acquisition Loan, and without a reasonable expectation that construction of the Improvements will commence within one hundred eighty (180) Business Days after the Close of Escrow.

### 3.10 Recordation of Documents.

Unless instructed otherwise in writing by the City and Developer, Escrow Agent shall record or cause to be recorded in the Office of the County Recorder of Los Angeles County, California, in the following order, the following instruments: (a) the Grant Deed; (b) the Regulatory Agreement; (c) the Notice of Affordability Restrictions; (d) Security Financing Interests, if any, to be recorded in connection with the Acquisition Loan; and (e) Security Financing Interests to be recorded in connection with any Third Party Loan and any other Residual Receipts Loan.

### 3.11 Title Insurance.

Upon the Close of Escrow, the Title Company shall commit to issue to Developer, an ALTA lender's policy of title insurance (the "Developer's Title Insurance Policy"). Escrow Agent shall provide or cause to be provided a copy of any such title insurance policy to the City.



## ARTICLE 4. METHOD OF FINANCING

### 4.1 Total Development Costs.

The parties estimate that the Total Development Costs will be as set forth in the Project Budget, to be financed as set forth in Developer's Financing Plan for the Project.

### 4.2 Acquisition Loan.

a. Loan. Subject to the terms and conditions of this Agreement and Acquisition Loan documents, the City agrees to make a loan to Developer in an amount not to exceed the Purchase Price of TBD Dollars (\$)  (the "Acquisition Loan"), conditioned upon: (A) the Developer taking title to the City Site upon the Close of Escrow; and (B) the occurrence of each of the Conditions Precedent set forth in section 3.1 of this Agreement on or prior to the time set forth in the Schedule of Performance, which conditions are for the benefit of the City.

b. Loan Terms. Upon Close of Escrow, the terms of the Acquisition Loan shall be as follows:

(i) The principal amount of the Acquisition Loan shall be TBD Dollars (\$) .

(ii) The Acquisition Loan shall be deemed made in full to Developer in full upon satisfaction of all Conditions Precedent and the Close of Escrow.

(iii) The term shall be fifty-seven (57) years, commencing with the effective date of the Acquisition Note. The outstanding balance of the Acquisition Loan shall be due and payable in full at the end of the Acquisition Loan Term.

(iv) The Acquisition Loan shall be secured by the Acquisition Loan Deed of Trust.

(v) The principal amount of the Acquisition Note shall be the original principal amount of Acquisition Loan, with interest to accrue from the date of the Acquisition Loan is made in full. The principal amount shall bear simple interest at the rate of three percent (3%) per annum.

(vi) Developer shall repay the Acquisition Loan from annual payments equal to the City's Share of Residual Receipts, if any. The City's



Share of Residual Receipts shall be calculated as follows: (i) a percentage derived from a fraction in which the principal amount of the Acquisition Loan upon final disbursement is the numerator and the sum of the Acquisition Loan plus all other Residual Receipts Loans approved by the City pursuant to this Agreement is the denominator, multiplied by (ii) fifty percent (50%). For example, assuming the principal amount of the Acquisition Loan is \$1,000,000, and the only other Residual Receipts Loan is one in the principal amount of \$2,000,000, the City's Share would be \$1,000,000 divided by \$3,000,000, or 33.33%, multiplied by fifty percent (50%), or 16.67%. Provided, however, that the City's Share of Residual Receipts shall be subject and subordinate to the priority in payment out of net cash flow of any loan made by the State of California if required by State law or adopted policy.

(vii) The obligation to repay the Acquisition Loan shall be evidenced by the Acquisition Note substantially in the form attached to this Agreement as **Exhibit G** of Part I of Exhibits. The LAHD General Manager or designee is authorized to make such modifications to the form of the Acquisition Note as may be necessary or appropriate, so long as such modification does not adversely affect the receipt of any material benefit by the City pursuant to this Agreement.

#### 4.3 Construction Period Financing.

The Parties anticipate that construction period financing (after Close of Escrow) will be provided from a combination of loans and equity, including but not limited to the following:

a. Construction Loan. If applicable, one or more construction or construction/permanent loans (each, a "Construction Loan" and collectively, the "Construction Loans") derived from the issuance of Tax-Exempt Mortgage Revenue Bonds and disbursed by a bank or other lender approved in advance by LAHD General Manager or designee ("Construction Lender") in the approximate original principal amount set forth in the "Construction" sources column in the Project Budget. It is anticipated that disbursements of the Construction Loan shall be subject to a process for the City review of Construction Lender disbursements, to be negotiated and provided in an Intercreditor Agreement, if any, to which the City and the Construction Lender will be parties. It is anticipated that the Construction Loan will be disbursed to pay Development Costs and reduced to the amount set forth in the "Permanent" sources column in the Project Budget, after the conversion of the Construction Loan in accordance with its terms.

b. Developer Equity. If applicable, equity from the Developer (the "Developer Equity"), consisting of the following:



(i) Funds in an amount set forth in the Project Budget , to be provided by the Tax Credit Equity Investor, derived from Low Income Housing Tax Credits, Historic Tax Credits and other applicable tax credits (“Investor Member/Partner Capital Contribution”), which shall be disbursed in one or more installments as provided in Developer’s Amended and Restated Partnership Agreement; and

(ii) A deferred portion of the Developer Fee, in the amount set forth in the Project Budget (the “Deferred Developer Fee”), constituting that portion of the Developer Fee to be paid to Developer from Revenue, before calculating Residual Receipts.

(iii) Developer Equity Contribution made directly to the Project by the Developer that is not part of the deferred developer fee or a Tax Credit Equity Investor equity contribution. The Developer Equity Contribution can only be repaid through the Developer’s share of Residual Receipts; the Developer Equity Contribution will not be secured by a promissory note; and the Developer Equity Contribution can only be repaid upon sale/transfer of the Project after the Acquisition Loan is repaid in full.

Developer shall be responsible for providing or securing any additional funds which may be needed to pay for cost overruns and contingencies not otherwise funded by the sources of Construction Financing described above.

Developer Equity described in this paragraph b. shall consist of funds provided by Developer, or borrowed funds, as long as repayment is not secured by any deed of trust on the Site.

#### 4.4 Permanent Sources of Financing.

The Parties anticipate that if applicable, permanent financing will be provided from a combination of loans and equity, including but not limited to the following:

a. One or more permanent loans or construction loans that convert to permanent loans (each a “Permanent Loan” and collectively the “Permanent Loans”) in the original principal amount as set forth in the Project Budget, secured by one or more Third Party Lender deeds of trust (the beneficiaries of which shall include the Permanent Lender, any credit enhancer or permanent financing guaranty facility, referred to herein collectively as the “Third Party Permanent Lenders”, and, together with the Third Party Construction Lenders, described above, referred to as the “Third Party Lenders”).

b. Developer Equity, as described in subsection 4.3(b), above.

c. Developer Deferred Developer Fee.



d. Other funding sources such as Measure HHH, Multifamily Housing Program (MHP), Mental Health Services Act (MHSA), Affordable Housing Sustainable Communities (AHSC), Infill Infrastructure Grant (IIG), and Project Based Vouchers (PBV).

## **ARTICLE 5. SCOPE OF DEVELOPMENT/DESIGN REQUIREMENTS.**

### **5.1 Design in Conformance with Scope of Development, Residential Citywide Design Guidelines and Approved Project Documents.**

a. In designing and constructing the Project, the Developer shall cause all Project Documents to be consistent with the Scope of Development and City's Multifamily Housing Design Guidelines, and requirements of the HHH Loan Agreement for the Project, if any, unless otherwise approved by the City. The Scope of Development shall establish the baseline design standards from which the Developer shall prepare all subsequent Project Documents.

b. As required by the Scope of Development, the Developer shall follow the Environmentally Responsive Design Guidelines and Sustainable Building Methods section established in LAHD Architectural Design Guidelines of March 19, 2007, with all amendments thereto, and consistent with TCAC Regulation's Minimum Construction Standards requirements adopted on May 17, 2017, as they may be amended, as well as the latest California Energy Commission requirements which are reflected in the Building Codes (in particular Volume 3, Green Building Code) and with which all projects must comply according to their project type.

### **5.2 Project Documents.**

a. Not later than the time provided therefor in the Schedule of Performance, Developer shall submit to LAHD for approval or disapproval the name and qualifications of the architect selected to design the Project (the "Project Architect"). LAHD shall not unreasonably disapprove the Project Architect.

b. The Developer shall cause the Project Architect to proceed diligently to prepare Project Documents for the proposed Project, consistent with the Scope of Development and the Housing Development Guidelines, including, without limitation, such drawings as may reasonably be required to show the location, bulk, height and other principal external features of the proposed Project. In connection with its submittal to LAHD for its approval, the Developer shall provide to LAHD such elevations, sections, plot plans, specifications, diagrams and other Project Documents at each of the stages described in Section 5.3, below, as may reasonably be required by LAHD for its review.

### **5.3 Submittal and Review of Design and Construction Documents.**



Within the times set forth in the Schedule of Performance, the Developer shall submit to LAHD the Project Documents in the following stages for LAHD's review and approval or disapproval in accordance with Sections 5.4 to 5.6, below:

a. Basic Concept Drawings. Concurrently with the execution and delivery of this Agreement, Developer shall prepare and submit to LAHD, for approval, approval with comment or disapproval, Basic Concept Drawings and related documents for the development of the Site, consistent with the Scope of Development and City's Architectural Design Guidelines. Basic Concept Drawings shall include a site plan, elevations and sections of the Improvements as they are to be developed and constructed on the Site.

b. Schematic Design Drawings. The Schematic Design Drawings shall logically evolve from the approved Basic Concept Drawings and include floor plans, elevations, features in public areas, landscape features, locations for signs, parking facilities with all spaces indicated, building sections indicating general construction techniques and major building materials under consideration, potential exterior materials, the colors and textures to be used, and the off-site public improvements to be implemented by the Developer. Key interior, exterior, and structural bay dimensions shall be established and a detailed tabulation of floor area by use provided.

c. Design Development Drawings. The Design Development Drawings shall logically evolve from the approved Schematic Design Drawings. The exact wall thickness, structural dimensions, and precise delineation of Site features and elevations, the building core, materials and colors, signs, landscaping, and other features shall be indicated on the Design Development Drawings. The drawings shall fix and describe architectural and landscape portions of Design Development Drawings including all design features, as well as the size, character, and quality of the entire Site and Improvements as to architectural, structural, and mechanical systems. Key details shall be provided in preliminary form. Samples of key materials to be used in publicly visible areas shall accompany these drawings. The Design Development Drawings shall detail the off-site designs for public improvements to be implemented by the Developer.

d. Final Construction Drawings. The Final Construction Drawings shall logically evolve from the approved Design Development Drawings. The Final Construction Drawings shall provide all the information necessary to obtain a Building Permit including specifications to build the Improvements, including off-site public improvements, including the landscape and signs, requirements, standards, and specifications. Additionally, the Developer shall provide material samples upon LAHD's request. The format for the Final Construction Drawings shall be a set of fifty percent (50%) reduction-sized plans. Approximately seventy five percent (75%) complete Final Construction Drawings may also be prepared and submitted for building permit approval in order to obtain an "Excavation and Foundation Only Permit" to facilitate "fast track" construction.



e. Disabled Access Requirements. All Final Construction Drawings shall comply with all applicable requirements of all applicable disabled access requirements. The Developer hereby certifies that it and any contractor and subcontractor will comply with the Americans With Disabilities Act 42, U.S.C. Section 12101 *et seq.*, its implementing regulations at 24 CFR part 8, and the Americans with Disabilities Amendments (ADAAA) Pub. L. 110-325 and all subsequent amendments. The Developer and any contractor and subcontractor for the project will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act, the Americans with Disabilities Amendments (ADAAA) Pub. L. 110-325, and all subsequent amendments. The Developer and any contractor and subcontractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract and subcontract entered into by the Developer and any contractor and subcontractor, relating to this Agreement and project, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and Exhibit 2 of Part II of Exhibits, a copy of which is attached hereto and incorporated herein by this reference.

f. Federal Funds Disclosure. If Federal Funds (e.g., CDBG, HOME, Neighborhood Stabilization Program, etc.) are a source of funding for any part of the Project, the Final Construction Drawings shall be prominently stamped with the following disclosure in a font no smaller than 12 point:

**“THIS PROJECT IS PUBLICLY FINANCED WITH FEDERAL FUNDING AND MUST COMPLY WITH THE REQUIREMENTS OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND ALL IMPLEMENTING REGULATIONS AND REQUIREMENTS.”**

#### 5.4 Project Approvals.

Within the times set forth in the Schedule of Performance and Section 5.6 of this Agreement, below, the City shall have the right to review and approve or disapprove the Project Documents. The purpose of the City’s review of the Project Documents is to ensure consistency with the Scope of Development and the provisions of this Agreement. Provided that the architectural submittals meet the requirements set forth in Section 5.3, the City shall be required to approve those Project Documents which are logical progressions from concepts and details set forth in the Scope of Development and previously approved Project Documents. For purposes of this Article 5, "approval" means the written approval of the LAHD General Manager or designee.

#### 5.5 New Material Changes.



The City shall have the right, in its sole discretion, to disapprove any material changes which are not logical progressions from previously approved Project Documents or which raise material concerns that were not reviewable in previously approved Project Documents.

#### 5.6 Approval Process.

LAHD shall approve or disapprove submittals under this Article 5 within ten (10) Business Days following receipt of the submittal from the Developer. In the event LAHD disapprove a submittal pursuant to Section 5.4 above, LAHD shall submit to Developer a notice of disapproval together with a list of reasons for such disapproval. Upon receipt of such notice and list of reasons, Developer shall have twenty (20) Business Days to resubmit revised Project Documents. Upon LAHD's receipt of revised Project Documents, LAHD shall have ten (10) Business Days to approve or disapprove the revised Project Documents. Failure by LAHD to approve or disapprove a submittal within the respective times set forth in this Section 5.6 shall not be deemed an approval of the submittal.

#### 5.7 No Change in Project Documents.

After LAHD has approved Final Construction Drawings, Developer shall not make any material changes to approved Project Documents nor shall Developer consent to any construction contract change orders that would materially change any approved Project Documents, without the prior written approval of LAHD, which shall be subject to the provisions of Section 5.5. LAHD shall approve or disapprove any request for approval pursuant to this Section 5.7 within ten (10) Business Days. Review of proposed material variations from previously approved Final Construction Drawings shall be subject to Section 6.3.b., below.

#### 5.8 Permits and Approvals.

Within the time specified in the Schedule of Performance, Developer shall obtain all permits and approvals necessary to construct the Project including demolition and Building Permits. All applications for such permits and approvals shall be consistent with the approved Project Documents. The Developer shall not obtain a Building Permit until LAHD has approved the Final Construction Drawings. The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required permits, applications, or allocations, and in no way limits the discretion of the City in the entitlement, permit and approval process. This Agreement does not (1) grant any land use entitlement to Developer; (2) supersede, nullify or amend any condition which may be imposed by the City in connection with any approval of the Project; (3) guarantee to Developer or any other person or entity any profits from the development of the Site; or (4) amend any City laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864.



#### 5.9 Zoning and Land Use Requirements.

It shall be the responsibility of the Developer at the Developer's sole cost and expense, to ensure that the zoning of the Site and all applicable land use requirements of the City of Los Angeles permit the development and use of the Site in accordance with the provisions of this Agreement. LAHD shall cooperate in good faith with the Developer in seeking any City approvals necessary for the construction of the Improvements.

#### 5.10 City Review.

The City shall not be responsible for any aspects of Developer's conduct in connection with the Project, including, but not limited to, the quality and suitability of the Project Documents, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Project is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and shall not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Project.

### **ARTICLE 6. CONSTRUCTION OF THE IMPROVEMENTS.**

Except for Section 6.6 (Relocation), if applicable, the provisions of this Article 6 are intended to apply only after the Close of Escrow, if at all.

#### 6.1 Commencement of Construction.

The Developer shall commence construction of the Improvements within the time set forth in the Schedule of Performance.

#### 6.2 Completion of Construction.

The Developer shall prosecute to completion, with diligence that is reasonable under all the circumstances, the construction of the Improvements, and shall complete or cause to be completed the construction of the Improvements within the time set forth in the Schedule of Performance. As between the City and the Developer, the Developer shall be solely responsible for the construction of the Improvements.

#### 6.3 Construction Pursuant to Scope and Plans.



a. The Developer shall construct the Improvements in accordance with the Scope of Development, the approved Final Construction Drawings, and the terms and conditions of all City approvals and any other governmental approvals.

b. Any proposed material variation from the previously approved Final Construction Drawings shall be submitted to the LAHD General Manager or designee for written approval. LAHD shall approve or disapprove a proposed material variation within fifteen (15) Business Days after receipt by LAHD. If LAHD rejects the proposed material change, then LAHD shall provide the Developer with the specific reasons therefor, and the approved Final Construction Drawings shall continue to control. For purposes of this Section 6.3, a material variation from the previously approved Final Construction Drawings shall consist of any of the following: (1) any change in building materials or equipment, specifications, or the architectural, functional or structural design of the Improvements that is of lesser quality, durability or appearance or which does a poorer job of meeting the City's urban planning and design objectives as set forth in the Scope of Development; (2) any change (increase or decrease) that cumulatively exceeds ten percent (10%) of the budgeted cost of any one line item at any time; or (3) any set of changes (increase or decrease) that cumulatively exceeds ten percent (10%) of the hard cost budget.

c. Developer shall comply with all orders to comply with building codes and other governmental health and safety regulations. Any change from Approved Final Construction Drawings which is required for compliance with building codes or other government health and safety regulations shall not be deemed a material change for purposes of Section 5.5 and this Section 6.3. However, the Developer shall submit to LAHD any proposed change that is required for such compliance as soon as possible, but in any event prior to the commencement of any such work, and such change shall become a part of the approved Final Construction Drawings, binding on the Developer. Any increase in Total Development Costs resulting from any such change shall be the obligation of Developer. The City shall have the right in its sole discretion, but not the obligation, to impose conditions on Developer's performance of any such changes that are reasonable in light of all the circumstances.

d. Throughout the construction of the Improvements, the City shall have the right in its discretion, but not the obligation, to inspect the Site as provided in Section 6.10 of this Agreement, and, to the extent permitted by any Inter-creditor Agreement, to review and provide comments to other lenders regarding the disbursement of construction sources of financing.

#### 6.4 Certificate of Occupancy.

a. Within ten (10) Business Days after written request by Developer following Completion of construction in accordance with the Scope of Development and Final Construction Drawings (as the same may have been revised with the written



approval of the LAHD General Manager or designee pursuant to Section 6.3 of this Agreement), and (if applicable) upon Developer's obtaining a certificate of occupancy or temporary certificate of occupancy from the City, the City shall deliver to Developer a Certificate of Occupancy.

b. The City shall not unreasonably withhold a Certificate of Occupancy but shall not be obligated to issue such Certificate until construction of the Improvements has been completed in accordance with all the terms of this Agreement. Such Certificate of Occupancy shall be, and shall so state, conclusive determination of satisfactory Completion of the Improvements meeting the requirements of Article 5 and Sections 6.1 through 6.3, inclusive, of this Agreement. In the event any requirements of this Agreement relating to the construction of the Improvements, including, but not limited to any requirements of this Article 6, have not been fully satisfied by Developer as of the date of Developer's request for a Certificate of Occupancy, the LAHD General Manager or designee may deny Developer's request for a Certificate of Occupancy or issue the Certificate of Occupancy subject to such conditions subsequent as the LAHD General Manager or designee may deem necessary to ensure full satisfaction with all the requirements of this Agreement.

c. The Certificate of Occupancy shall be in such form as to permit it to be recorded in the Office of the Recorder of Los Angeles County. If the City fails to deliver the Certificate of Occupancy within ten (10) Business Days after written request from Developer, LAHD shall provide Developer with a written statement of its reasons (the "Statement of Reasons") within that ten (10)-Business Day period. The statement shall also set forth the actions Developer must take to be entitled to obtain the Certificate of Occupancy. If the reasons are confined to the immediate unavailability of specific items or materials for landscaping, or to so-called "punch list" items identified by LAHD, LAHD shall issue the Certificate of Occupancy upon the delivery of a bond or letter of credit by Developer with the City in an amount representing the City's estimate of the cost to complete the work, or other security deemed sufficient by LAHD's General Manager or designee to ensure completion of the work. Notwithstanding any other provision of this Agreement, the failure by the City to issue a Certificate of Occupancy within any period of time after request by Developer shall not be deemed to constitute the City's concurrence that construction of the Improvements has been completed as required by this Agreement.

d. Such Certificate of Occupancy shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Senior Lender, or any insurer of a mortgage securing money loaned to finance the Improvements, or any other person or entity. Such Certificate of Occupancy is not notice of completion as referred to in Section 3093 of the California Civil Code. Such Certificate of Occupancy shall not be deemed to constitute completion or satisfaction of any obligations of the Developer under the Acquisition Loan Documents or City Loan Documents, except those set forth in Article 5 and Sections 6.1 through 6.3 of this Agreement.



e. As a condition of issuance of the Certificate of Occupancy, Developer's Certified Access Specialist ("CASP") shall certify that the Project has been constructed in compliance with all applicable disabled access requirements as of the date of the Project's completion (when the last certificate of occupancy is issued by the City).

#### 6.5 Compliance with Applicable Law and City Policies.

The Developer shall cause all work related to construction of the Improvements to be performed in compliance with: (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, (including, without limitation, the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code); (b) all applicable directives, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction; (c) all applicable disabled access requirements; and (d) all applicable City policies that are effective as of the Effective Date of this Agreement, provided the Parties may make later-adopted City policies applicable to the Project by their mutual approval of an amendment to this Agreement specifically incorporating such policies. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible for the procurement and maintenance of such documents required of Developer and of all entities engaged in Project work at the Site.

#### 6.6 Relocation.

a. If and to the extent acquisition of the Site or any aspect of development or operation of the Project results in the permanent or temporary displacement of any occupants of the Site, the following shall apply: (1) Developer shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance and payment of monetary benefits (collectively referred to as the "Relocation Laws"); and (2) Developer shall be solely responsible for payment of any relocation benefits (if any) to any displaced persons and any other obligations (if any) associated with complying with the Relocation Laws, including, but not limited to, moving assistance, rent vouchers and the cost of a relocation consultant selected by the City. If the Developer is determined by a court of competent jurisdiction or any government agency to be in violation of any Relocation Laws as described in this section, the City may, in its sole discretion, declare Developer to be a "non-responsible Contractor" pursuant to the City's Policy on Contractor Responsibility (Exhibit 1 of Part II of Exhibits), and ineligible to apply for any future City contracts or financial assistance. Developer also hereby agrees to indemnify, defend and hold the City harmless from any and against any and all claims and liabilities arising directly or indirectly as a result of or in connection with the breach of Developer's obligations set forth in this Section 6.6. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City,



repayment of the Acquisition Loan, reconveyance of the Acquisition Deed of Trust, Regulatory Agreement, and Notice of Affordability Restrictions and the termination of this Agreement.

b. If applicable, Developer shall submit the Relocation Plan to the City for review and approval, and Developer hereby acknowledges that City has approved a Relocation Plan for the Site (the "Relocation Plan"). Developer agrees to perform all of the obligations to be performed by Developer and comply with the terms and conditions of the Relocation Plan.

#### 6.7 Construction Signs.

Prior to the commencement of construction, the Developer shall prepare and post on the Site construction signs in accordance with the City's sign standards. The construction signs shall identify the Project as one that is being assisted by the City and shall recognize, at a minimum, the Mayor of the City of Los Angeles, the City Council Member for the Council District in which the Project is located, and the LAHD General Manager. The construction signs shall be erected on the Site such that they are reasonably visible to the public throughout the construction period.

#### 6.8 Publicity.

Any publicity generated by Developer for the Project shall make reference to the contribution of LAHD in making the Project possible. The words "Housing and Community Investment Department of the City of Los Angeles (LAHD)" shall be prominently displayed in any and all pieces of publicity, including but not limited to flyers, press releases, posters, signs, brochures, public service announcements, interviews and newspaper articles. Developer further agrees to cooperate with authorized staff and officials of LAHD in any LAHD-generated publicity or promotional activities undertaken for the Project.

#### 6.9 Progress Reports.

Until a Certificate of Occupancy has been issued by the City, the Developer shall:

- (a) provide LAHD with periodic progress reports on the Project's construction status; and
- (b) attend status conferences relating to construction and/or compliance with City policies and City ordinances and the conditions of this Agreement. Such conferences shall occur as reasonably requested by the City, but not more often than monthly.

#### 6.10 Entry onto the Site by the City.

Until a Certificate of Occupancy has been issued by the City, the Developer shall permit the City Representatives to enter the Site at all reasonable times and upon reasonable notice to: (a) inspect the construction work and determine if it conforms with the Scope of Development, the approved Final Construction Drawings and the Project



Budget; or (b) inspect the Site for compliance with this Agreement. Except in the event of inspections regarding safety or compliance with City policies and City ordinances, reasonable notice shall mean at least 48 hours written notice. The City shall be under no obligation to (aa) supervise construction, (bb) inspect the Site or (cc) inform the Developer of information obtained by the City during any inspection. The Developer shall not rely upon the City for any supervision or inspection. The rights granted to the City pursuant to this section are in addition to any rights of entry and inspection the City may have in exercising its municipal regulatory authority.

#### 6.11 Mechanics' Liens.

Developer shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the Project so as to prevent any lien or other claim under any provision of law from arising against the City or the Site (including reports, documents, and other tangible or intangible matter produced by Developer related to the Project), against Developer's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

The Developer shall indemnify the City and hold the City harmless against and defend the City in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges having supplied labor or materials in the course of the construction of the Project by the Developer. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City, repayment of Acquisition Loan, reconveyance of the Acquisition Deed of Trust, Regulatory Agreement, and withdrawal of Notice of Affordability Restrictions and the termination of this Agreement.

#### 6.12 Non-Discrimination During Construction; Equal Opportunity.

The Developer, for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

a. The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, transgender status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint or any additional basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, as such provisions may be amended from time to time (collectively, the "Nondiscrimination Factors"). The Developer shall take affirmative steps to ensure that applicants are employed by the Developer, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading, demotion



or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

b. The Developer shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Developer shall not discriminate in its employment practices, including compensation, against any employee, or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, familial status, acquired immune deficiency syndrome (AIDS), acquired or perceived citizenship, political affiliation or belief. The Developer shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, 11478, 12086, and 12107 and as supplemented in the Department of Labor regulations (41 CFR Part 60).

c. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions in Section 10.8 through 10.8.2 of the Los Angeles Administrative Code as amended from time to time. The Developer shall and shall cause all contractors and subcontractors to comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, Developer, its contractors and/or subcontractors shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief. The Developer shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City. Any contract or subcontract entered into by Developer to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

Failure of the Developer to comply with this requirement or to obtain the compliance of its contractors or subcontractors with such obligations shall subject the Developer to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Developer's contract with the City.

d. The Developer shall ensure that its solicitations or advertisements for employment are in compliance with the aforementioned Nondiscrimination Factors; and

e. The Developer shall insert the foregoing provisions in all contracts for the construction of the Project entered into by the Developer after the Effective Date of this Agreement and ensure that its General Contractor shall insert the foregoing provisions in the General Contractor's subcontracts; provided, however, that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

f. For purposes of this Section 6.12, the term "Developer" shall mean and include the Developer and the Developer's General Contractor and subcontractors of any tier engaged by Developer in the construction of the Project.

6.13 Affirmative Outreach in Contracting Procedures and Employment, Including Utilization of Project Area, Minority, Women and Other Businesses and Persons.

a. Use of Disadvantaged and Local Businesses. The parties hereby acknowledge that California Health and Safety Code Section 33422.1 provides: "To the greatest extent feasible, contracts for work to be performed in connection with any redevelopment project shall be awarded to business concerns which are located in, or owned in the substantial part by persons residing in, the project area." Therefore, in consideration of the assistance provided to the Project by the City, Developer hereby agrees:

(i) To the greatest extent feasible, Developer shall seek out and award and require the award of contracts and subcontracts for development of the Site to contracting firms which are located or owned in substantial part by persons residing in the Redevelopment Project Area, and to promote outreach to minority-owned, women-owned and other businesses. This requirement applies to both the construction and operation of the Improvements.

(ii) This paragraph shall require significant efforts of the Developer and its contractors but shall not require the hiring of any person unless such person has the experience and ability, and, where necessary, the appropriate trade union affiliation, to qualify such person for the job.

b. Employment of Project Area Residents. The Parties hereby acknowledge that California Health and Safety Code Section 33422.3 provides: "To insure training and employment opportunities for lower-income project area residents, the agency may specify in the call for bids for any contract over one hundred thousand dollars (\$100,000) for work to be performed in connection with any redevelopment project that



project area residents, if available, shall be employed for a specified percentage of each craft or type of workmen needed to execute the contract or work.” Therefore, in consideration of the assistance provided to the Project by the City, Developer agrees as follows:

(i) Developer shall in all general contracts for the construction of the Improvements (and its contractors shall in all subcontracts thereunder), require that to the greatest extent feasible, the labor force in all categories be comprised of residents of the Redevelopment Project Area; and

(ii) Developer and its contractors shall be subject to and shall comply with the terms of the Standard City Contracting Requirements, with all amendments thereto. Developer hereby agrees to the terms of these requirements and shall ensure that its General Contractor agrees to these terms.

c. Community Outreach Plan. Developer acknowledges that it is the policy of the City to promote the economic advancement of minorities and women as well as other economically disadvantaged persons through employment and the award of contracts and subcontracts in redevelopment project areas, and to provide Minority-owned Business Enterprises (“MBE”), Women-owned Business Enterprises (“WBE”) and all other business enterprises (“OBE”) with an equal opportunity to compete for and participate in the performance of City-assisted contracts. To carry out such policy, Developer agrees to comply with this Section 6.13.c. as follows:

(i) Submission of Plan: By the date set forth in the Schedule of Performance, the Developer and Developer’s development team (including at a minimum, the General Contractor and Project Architect) shall meet with the City’s Office of Audits and Compliance to hold a preconstruction meeting, to establish Project procedures, determine progress towards preliminary construction requirements, review City and other governmental policies and requirements and delineate the roles and responsibilities of Project participants. During the preconstruction meeting, the Developer shall be provided with the policies and procedures of the City regarding prevailing wage requirements and MBE, WBE and OBE outreach efforts, including the development of a community outreach plan (containing the items described in paragraph c.(2), below). At the preconstruction meeting, LAHD shall provide to the Developer samples of community outreach plans which have been approved by the City. Prior to commencing construction, the Developer shall submit to the LAHD General Manager or his/her designee, for approval or disapproval, a community outreach plan for the Project (the “Community Outreach Plan”), as part of the Community Benefits Plan for the Project. The Community Outreach Plan shall set forth the methods the Developer shall use to comply with this Section 6.13. Upon

receipt of the Community Outreach Plan, the City shall, within twenty (20) Business Days, approve or disapprove the Community Outreach Plan, or provide to the Developer a statement of actions required to be taken in order for the Community Outreach Plan to be approved. If the City fails to respond within such twenty (20) Business Day period, the Community Outreach Plan shall be deemed disapproved by the City. The Developer shall not commence construction unless the Community Outreach Plan has been approved by the City.

(ii) Contents of the Community Outreach Plan: The Community Outreach Plan shall include, at a minimum:

(1) Estimated total dollar amount (by trade) of all contracts and subcontracts to be let by the Developer or its General Contractor for the Improvements;

(2) List of all proposed contractors to be awarded a contract by the Developer or the General Contractor;

(3) Estimated dollar value of all proposed contracts;

(4) Evidence of Minority and Women Business Enterprise ("M/WBE") Certification of all firms listed as an MBE or WBE in the Community Outreach Plan. Firms purporting to be M/WBE do not require M/WBE Certification if their contract amount is less than Twenty Five Thousand Dollars (\$25,000). Any firm for which the contract amount exceeds Twenty Five Thousand Dollars (\$25,000) and which is not certified by the City of Los Angeles may not be considered an MBE or WBE for purposes of this Agreement;

(5) Developer agrees and shall cause any contractors and subcontractors for the Project to agree and obligate itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. Developer certifies and shall cause any contractors and subcontractors to certify that it has complied with Mayoral Directive 2001-26 regarding contracts greater than \$100,000 (One Hundred Thousand Dollars), if applicable. Developer shall not change any of these designated contractors or subcontractors, nor shall Developer reduce their level of effort, without prior written approval of the City.

(6) Description of the actions to be taken to meet the project area resident and business utilization objectives; and



(7) Such other information and documentation with respect to the foregoing objectives as the City may reasonably deem necessary.

d. General Information. During the construction of the Improvements, the Developer shall provide to the City such information and documentation as reasonably requested by the City to carry out this Section 6.13. The Developer shall monitor and enforce the affirmative outreach and equal opportunity requirements set forth in this Agreement. In the event the Developer fails to monitor or enforce these requirements, the City may declare the Developer in default of this Agreement (subject to the notice and cure rights provided in this Agreement) and thereafter pursue any of the remedies available under this Agreement.

#### 6.14 Cost of Development.

Developer shall bear all costs and expenses incurred in connection with the construction and maintenance of all Improvements, including, without limitation, all costs incurred in connection with the investigation, acquisition and preparation of the Site for development, all off-site improvements, building and Developer fees, and all costs of investigation, acquisition and/or preparation of any Project Documents or other submissions made by Developer pursuant to this Agreement. Developer shall pay when due, and shall cause its General Contractor to pay when due, all valid invoices for materials, equipment, labor and services incurred in connection with the development of the Project.

#### 6.15 Prevailing Wages.

a. The Developer shall pay or cause to be paid to all workers employed in connection with the development of the Improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 33423-33426 of the California Health and Safety Code and Sections 1770-1781 of the California Labor Code. Copies of the currently applicable per diem prevailing wages are available from the LAHD at 1910 Sunset Boulevard, Suite 300, Los Angeles, California 90026. During the construction of the improvements, Developer shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. The Developer shall and shall cause the contractors and subcontractors to submit data and documents related to prevailing wage by using the LCP Tracker or comparable LAHD-approved program. The fee for the LCP Tracker, or comparable LAHD-approved program, will be in the amount equal to Three Hundredth Percent (0.03%) of the total construction cost to be paid in full within 30 days from the execution of this Agreement.

b. If the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of federal funding, the Developer

shall comply with or cause its General Contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages shall be required, all works shall be paid at the higher of the two wage rates.

c. Prior to the commencement of construction, and as soon as practicable in accordance with the Schedule of Performance, the Developer shall contact the City to schedule a preconstruction orientation meeting with the Developer and with the General Contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the development of the Improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of the Developer's compliance with this Section 6.15.

d. Developer shall monitor and enforce the prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Developer fails to monitor or enforce these requirements against any contractor or subcontractor, Developer shall be liable for the full amount of any underpayment of wages, plus costs and attorneys' fees, as if Developer was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed to the Developer, may impose penalties on Developer in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare the Developer in default of this Agreement (subject to the notice and cure rights provided in this Agreement) and thereafter pursue any of the remedies available under this Agreement.

e. Any contractor or subcontractor who is at the time of bidding debarred by the Labor Commissioner pursuant to Section 1777.1 of the California Labor Code is ineligible to bid on the construction of the Improvements or to receive any contract or subcontract for work covered under this Agreement. The Developer agrees to include, or cause to be included, this paragraph (e) in all bid specifications for work covered under this Agreement.

f. Any contractor or subcontractor who, at the time of the date of this Agreement, is listed in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration pursuant to Section 3(a) of the Davis-Bacon Act is ineligible to receive a contract for work covered under this Agreement, if the covered work is Federally funded in whole or in part.

g. Any contractor or subcontractor that is at the time of bidding debarred or declared non-responsible under the City's Contractor Responsibility Ordinance is



ineligible to bid on the construction of the Improvements or to receive any contract or subcontract for work covered under this Agreement. Developer agrees to include, or cause to be included, this paragraph (g) in all bid specifications for work covered under this Agreement.

h. Developer agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this Agreement.

i. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the Site. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City, repayment of the Acquisition Loan, reconveyance of the Acquisition Deed of Trust, termination of the Regulatory Agreement, and Notice of Affordability Restrictions and the termination of this Agreement.

j. For purposes of this Section 6.15, the terms “contractor” and “subcontractor” shall have the meaning set forth in the City Prevailing Wage Policy.

## **ARTICLE 7. USE OF THE SITE AND DEVELOPER OBLIGATIONS DURING AND AFTER CONSTRUCTION**

### **7.1 Uses.**

Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that Developer, such successors and such assignees shall use the Site only for the uses specified in the Redevelopment Plan, this Agreement (including the Scope of Development), and the Regulatory Agreement. No change in the use of the Site shall be permitted without the prior written approval of the City.

### **7.2 Affordability.**

The Developer hereby agrees that, for the term of the Regulatory Agreement, the Affordable Units within the Improvements shall be used only for residential uses consistent with the Regulatory Agreement. All of the housing units in the Project (other than the resident manager’s unit) shall be made available and rented exclusively to Eligible Households in the income categories and at rents that do not exceed the respective affordability levels set forth in the Regulatory Agreement. In the event the

Project contains both Affordable Units and dwelling units that are unrestricted as to rents and incomes, the Affordable Units shall to the maximum extent feasible be comparable to unrestricted units with the same number of rooms, in terms of size, location and amenities.

### 7.3 Allowable Rent.

For the term of the Regulatory Agreement, Developer shall not charge rent for an Affordable Unit that exceeds the applicable Affordable Rent for the income level of a Household that is eligible to rent that Affordable Unit (i.e., rent for a Moderate Income Unit shall not exceed a Moderate Income Rent, etc.), as set forth more specifically in the Regulatory Agreement.

### 7.4 Maintenance of the Site.

At all times after the Close of Escrow and prior to the completion of construction, Developer shall secure and maintain the Site or cause the Site to be secured and maintained in a safe, neat and orderly condition to the extent practicable and in accordance with industry health and safety standards for construction sites. Upon and at all times after completion of construction, the Project shall be well maintained as to both external and internal appearance of all buildings, landscaping, common areas, and parking areas, conforming to the best practices of operators of comparable City-assisted affordable housing, and the requirements set forth in the Regulatory Agreement, if any, for the term of that agreement.

### 7.5 Management Requirements.

a. Operations and Maintenance. For the term of the Regulatory Agreement, Developer shall operate and maintain the Project in accordance with all applicable federal, state and local laws and rules, in conformance with the best practices of operators of comparable City-assisted affordable housing and the management requirements set forth in the Regulatory Agreement, and provide for the operation of the Project in a manner satisfactory to the City pursuant to the Management Plan (defined in the Regulatory Agreement). Not later than the time specified in the Schedule of Performance, the Developer shall submit to the LAHD General Manager or designee for written approval, a Management Plan for the Project. The Developer shall submit the Management Plan and all necessary supporting information in such time to permit the LAHD General Manager or designee to approve, disapprove or comment on the Management Plan twenty (20) Business Days prior to the completion of construction. The Management Plan, including such amendments as may be approved by the LAHD General Manager or designee, shall remain in effect for the term of the City Acquisition Loan Agreement or the term of the Regulatory Agreement, whichever is longer.



b. Just Cause Evictions. Developer shall include the following provision in all Developer leases and rental agreements for the Project:

“Owner may not terminate the tenancy or refuse to renew this lease or rental agreement except for good cause. The term “good cause” shall mean a serious or repeated violation of the material terms and conditions of the lease, or a violation of applicable federal, state or local law. To terminate the tenancy or refuse to renew the lease, Owner must provide written notice to the tenant of the grounds with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least three Business Days before the termination of tenancy, and must comply with all requirements of California law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by Owner.”

#### 7.6 Obligation to Refrain from Discrimination.

a. Developer covenants and agrees for itself, its successors and its assigns in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person or persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All deeds, leases, or contracts for the sale, lease, sublease, or other transfer of the Site shall contain or be subject to the nondiscrimination or non-segregation clauses hereafter prescribed.

b. Notwithstanding subdivision (a), with respect to familial status, subdivision (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in subdivision (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to subdivision (a).

#### 7.7 Form of Nondiscrimination and Nonsegregation Clauses.

Developer shall refrain from restricting the rental, sale or lease of the Site as provided in Section 7.6, above. All deeds, leases or contracts for the sale, lease, sublease, or other transfer of the Site entered into after the date on which this Agreement is executed by the City shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. (1) In deeds the following language shall appear--"The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators,

and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

b. (1) In leases the following language shall appear--"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Site herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of Developers, lessees, sub-lessees, sub Developers, or vendees in the Site herein leased."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

c. In contracts entered into by the City relating to the sale, transfer, or leasing of land or any interest therein acquired by the City within any survey area or



redevelopment project the foregoing provisions in substantially the forms set forth shall be included and the contracts shall further provide that the foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

7.8 Barriers to the Disabled.

a. Compliance with all Accessibility Requirements. Developer shall comply with all applicable requirements of state, local and federal rules, laws and regulations relating to accessibility and reasonable accommodations for persons with disabilities, including, without limitation, the following to the extent any are applicable to the Project: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 and implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act (42 U.S.C. Sections 12131 *et seq.* and 12181 *et seq.*, and implementing regulations at 28 CFR Parts 35 and 36); the Fair Housing Act (42 U.S.C. Section 3601 *et seq.*, and implementing regulations at 24 CFR Part 100); the Fair Employment and Housing Act (California Government Code Section 12926); and Title 24 of the California Building Code. Without limiting the generality of the foregoing,

(i) residential and nonresidential projects that involve new construction or rehabilitation of existing buildings and that are financed in whole or in part with federal funds (e.g. CDBG, HOME) shall comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 and all other applicable requirements;

(ii) projects that receive City or other nonfederal sources of funding shall comply with all applicable requirements of the Americans with Disabilities Act, the Fair Housing Act, the Fair Employment and Housing Act, Title 24 of the California Building Code, and all other applicable requirements;

(iii) commercial structures, and common areas and public use areas in residential projects, shall comply with all applicable requirements of the Americans with Disabilities Act, Title 24 of the California Building Code and all other applicable requirements.

Developer shall ensure that construction plans submitted for review by the City comply with all applicable requirements of law and that Project construction is carried out in conformity with approved plans.

b. ADA Certification. Developer hereby certifies as follows:

(i) Developer is in compliance with and shall continue to comply with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. and its implementing regulations.

(ii) Developer shall provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

(iii) Developer shall not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

(iv) Developer shall require that the language of this Section 7.8 be included in the award documents for all sub-awards at all tiers (including subcontracts, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

(v) The certification set forth in this Section is a material representation of fact upon which reliance was placed when the Parties entered into this transaction.

#### 7.9 Effect and Duration of Covenants.

The covenants established in this Agreement shall run with the land, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Developer and successors in interest by the City. The covenants described in this Article 7 shall commence upon execution of this Agreement, shall be set forth in the Regulatory Agreement and shall remain in effect for the respective periods specified therein.

#### 7.10 Regulatory Agreement aka Agreement Containing Covenants Affecting Real Property.

Prior to the Close of Escrow and disbursement of any portion of the City Loan, Developer and City shall execute the Regulatory Agreement and the Notice of Affordability Restrictions, which shall be recorded against the Site upon the Close of Escrow. The Regulatory Agreement shall have a term of not less than 55 years from the Certificate of Occupancy (COO). In the event of any conflict between provisions of this Agreement and the Regulatory Agreement, the provisions of the Regulatory Agreement will control.

#### 7.11 Monitoring.



a. The parties acknowledge that this Agreement is subject to the provisions of Section 33418(a) of the California Health and Safety Code, which provides in pertinent part:

“An Agency shall monitor, on an ongoing basis, any housing affordable to persons and families of low or moderate income developed or otherwise made available pursuant to any provisions of this part. As part of this monitoring, an Agency shall require owners or managers of the housing to submit an annual report to the Agency. The annual reports shall include for each rental unit the rental rate and the income and family size of the occupants... The income information required by this section shall be supplied by the tenant in a certified statement of a form provided by the Agency.”

b. Developer, on behalf of itself, its successors and assigns, covenants and agrees to submit an annual report to LAHD containing, for each Affordable Unit, the rental rate and the income and family size of the occupants. LAHD shall provide the format to be used.

#### 7.12 Indemnity.

a. Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City, and their respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the “Indemnitees”) from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys’ fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines, orders, judgments and damages (all of the foregoing collectively “Claims”) which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to: (i) approval of this Agreement and/or the Improvements; (ii) performance of this Agreement on the part of the Developer or any contractor or subcontractor of Developer; and/or (iii) the rehabilitation, operation, maintenance or management of the Improvements, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or Developer’s deposit with the City of any of the insurance policies described in this Agreement.

b. Developer shall pay immediately upon the Indemnitees’ demand any amounts owing under this indemnity. The duty of Developer to indemnify includes the duty to defend the Indemnitees or, at the Indemnitees’ choosing, to pay the Indemnitees’ costs of its defense in any court action, administrative action, or other proceeding brought

by any third party arising from the Improvements or the Site. The Indemnitees may make all reasonable decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). Developer's obligations set forth in this Section shall survive the issuance of the Certificate of Occupancy by the City, repayment of the Acquisition Loan, reconveyance of the Acquisition Deed of Trust, termination of Regulatory Agreement and Notice of Affordability Restrictions, and the termination of this Agreement. Developer's indemnification obligations set forth in this Section 7.12 shall not apply to Claims arising solely from the gross negligence or willful misconduct of the Indemnitees.

### 7.13 Insurance Coverage.

Developer shall furnish or cause to be furnished to the City duplicate originals or certified copies of the insurance policies, complete with additional insured and loss payee endorsements, as applicable pursuant to this Agreement. Developer shall maintain and keep in full force and effect the following policies of insurance, issued by companies approved and regulated by the State Department of Insurance, commencing upon the execution of this Agreement or Developer taking title to the City Site, whichever occurs later, including:

a. Developer and Developer's contractors and sub-contractors hired to perform work on the Site shall maintain Commercial General Liability insurance, to protect against Claims due to bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Site and the Improvements, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of the City or Developer or any person acting for the City or Developer, or under their respective control or direction, and also to protect against Claims due to damage to any property of any person occurring on or about the Site and the Improvements, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of the City or Developer, its contractor(s) or subcontractor(s) or its tenants or any person acting for the City or Developer, or under their respective control or direction. Such property damage and bodily injury insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss. Such bodily injury and property damage insurance shall name the Indemnitees as additional insureds. Such bodily injury and property damage insurance shall be in minimum limits of One-Million Dollars (\$1,000,000.00) per occurrence with a Five Million Dollars (\$5,000,000.00) aggregate; provided, however, the limitation on the amount of insurance shall not limit the responsibility of the Developer to indemnify the Indemnitees or to pay damages for injury to persons or property resulting from Developer's activities or the activities of any other person or persons for which Developer is otherwise responsible.

b. During construction and until a Certificate of Occupancy for the completed development has been issued by the City, Developer shall carry Builder's Risk



coverage for the Improvements. After completion of construction, Developer shall maintain property insurance in an amount not less than the full insurable value of the Improvements with extended coverage including fire, windstorm, flood, vandalism, malicious mischief, earthquake (if commercially available at reasonable rates or as otherwise required), boiler and machinery if applicable, and other such perils customarily covered by an "All Risk" policy. Such policy shall include a loss payable endorsement naming the **"City of Los Angeles"** as loss payees. The term "full insurable value" as used above shall mean the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the Improvements immediately before such casualty or other loss, including the cost of rehabilitation of the Improvements, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, not less often than once every three (3) years, Developer shall cause the full insurable value of the Improvements to be determined, such determination to be either by appraisal of the insurer, or by an appraiser mutually acceptable to the City and the Developer. The manner of determination of value shall be agreed to in writing by Developer and the LAHD General Manager or designee.

c. After the completion of construction, Developer shall maintain or cause to be maintained loss of rental income insurance with respect to the Improvements, against the perils of fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage policies.

d. Developer and its contractors and subcontractors shall maintain or cause to be maintained Workers' Compensation Insurance including Employer's Liability in limits of not less than One Million Dollars (\$1,000,000.00), issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Developer and its contractors and subcontractors in connection with the Site and the Improvements and shall cover claims for death, bodily injury, illness, or disease made by, for or on behalf of any person incurring or suffering injury, death, illness or disease in connection with the Site or the Improvements or the operation thereof by Developer.

a. Professional liability insurance shall be required of architects and engineers hired to perform work on the Improvements in limits of not less than One Million Dollars (\$1,000,000.000). Developer shall ensure that insurance for architects and engineers is received by the City prior to the commencement of any work on the Site.

b. Commercial automobile insurance coverage in minimum limits of not less than One Million Dollars (\$1,000,000.00) shall be required by Developer and/or Developer's contractors and sub-contractors hired to perform work on the Site for owned,

hired, leased, and non-owned autos and shall be received by the City prior to the commencement of any work being performed on Site.

c. All required insurance policies shall not be subject to cancellation, reduction in coverage, or non-renewal except after notice in writing shall have been sent by registered mail addressed to both LAHD not less than twenty (20) Business Days prior to the effective date thereof (ten (10) Business Days for nonpayment of premiums). **All policies where applicable must name the "City of Los Angeles" as additional insured.** The insurance policies or endorsements shall also contain a waiver of subrogation for the benefit of the City of Los Angeles.

d. All insurance provided under this Agreement shall be for the benefit of Developer and the City. Developer agrees to timely pay or cause to be paid all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance.

e. Developer shall submit proof of insurance and applicable endorsements as required by this Section to the City prior to the Close of Escrow and disbursement of any portion of the Acquisition Loan. At least twenty (20) Business Days prior to expiration of any such policy, copies of renewal policies shall be submitted to the City.

f. All insurance herein provided for in this Agreement shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California reasonably approved by the City.

g. Subject to the provisions of any Construction and/or Permanent Lender's loan documents, all insurance proceeds with respect to loss or damage to the Improvements during the term of the Acquisition Loan shall be payable, under the provisions of the relevant insurance policy, jointly to Developer and the City, and said proceeds shall constitute a trust fund to be used for the restoration, repair or rebuilding of the Improvements in accordance with plans and specifications approved in writing by the City. To the extent that such proceeds exceed the cost of such restoration, repair or rebuilding, such proceeds shall be applied to repay the Acquisition Loan. During any period when a Permanent Loan is outstanding, such proceeds shall be divided between the Permanent Lender and City in proportion to the balance of their respective loans. In the event of any fire or other casualty to the Improvements or eminent domain proceedings resulting in condemnation of the Improvements or any part thereof, the Developer shall have the right to rebuild the Improvements, and to use all available insurance or condemnation proceeds to pay costs in connection with rebuilding the Improvements, provided that (1) such proceeds are sufficient to keep the Acquisition Loan in balance and rebuild the Improvements in a manner that provides adequate security to the City for repayment of the Acquisition Loan or if such proceeds are insufficient then the Developer shall have funded any deficiency, (2) the City shall have the right to approve



plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (3) no material default then exists under this Agreement, the Acquisition Loan or City Loan documents. If the casualty or condemnation affects only part of the Improvements and total rebuilding is infeasible, then proceeds may be used for partial rebuilding.

h. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving the Developer ninety calendar days written, advance notice of such change. If such change(s) should result in substantial additional cost to the Developer, the City agrees to negotiate additional compensation proportional to the increased benefit to the City of Los Angeles.

i. The City shall have the right in its sole discretion to accept insurance policies with lower limits than the minimum limits set forth in this Section 7.13.

#### 7.14 Insurance Advances.

In the event Developer fails to maintain or cause to be maintained the full insurance coverage required by this Agreement, the City, after at least five (5) Business Days prior notice to Developer, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by the City, together with interest thereon from the date of such advance at the highest rate of interest then allowed by applicable law, shall become an additional obligation of Developer to the City under this Agreement and the Acquisition Loan and shall be secured by the Acquisition Deed of Trust.

#### 7.15 Hazardous Materials.

a. The Developer hereby covenants and agrees that:

(i) The Developer shall not knowingly permit the Site or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Site in violation of any applicable law;

(ii) The Developer shall keep and maintain the Project and each portion thereof in compliance with, and shall not cause or permit the Project or any portion thereof to be in violation of any Hazardous Materials Laws;

(iii) Upon receiving actual knowledge of the same, the Developer shall within ten (10) days advise the City in writing of: (A) any and all

enforcement, cleanup, removal or other governmental or regulatory actions instituted or threatened against the Developer or the Project pursuant to any applicable Hazardous Materials Laws; (B) any and all claims made or threatened by any third party against the Developer or the Project relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Site in such quantities which require reporting to a government agency; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project classified as "border zone property" under the provisions of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Project under any Hazardous Materials Laws. If the City reasonably determine that the Developer is not adequately responding to a written directive or order from a regulatory body or court regarding a Hazardous Material Claim, the City shall have the right, upon ten (10) Business Days written notice to the Developer, to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any such Hazardous Materials Claims and, if such claim could result in any liability or damage to the City, to have its reasonable attorney's fees in connection therewith paid by the Developer.

(iv) As long as the Aquisition Loan is outstanding, the Developer shall not take, without the City's prior written consent, which shall not be unreasonably withheld or delayed, any remedial action in response to the presence of any Hazardous Materials on, under, or about the Site (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials Claims.

b. Hazardous Materials Indemnity. Without limiting the generality of the indemnification set forth in this Section 7.15, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel acceptable to the City) the City, its Council Members, officers, employees and agents from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer, its agents, employees, or contractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or



disposal of Hazardous Materials into, on, under or from the Project; (2) the presence in, on or under the Site of any Hazardous Materials not otherwise present before the Close of Escrow or any releases or discharges of any Hazardous Materials into, on, under or from the Project occurring after the Close of Escrow; or (3) any activity carried on or undertaken on or off the Project, subsequent to the conveyance of the Site to the Developer, by the Developer or any employees, agents, contractors or subcontractors of the Developer at any time occupying or present on the Project, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Project (collectively "Indemnification Claims"). The foregoing indemnity shall further apply to any residual contamination on or under the Project, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials by the Developer, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City, repayment of the Acquisition Loan, reconveyance of the Acquisition Deed of Trust, termination of the Regulatory Agreement, withdrawal of the Notice of Affordability Restrictions and the termination of this Agreement.

c. No Limitation. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under paragraph b. of this Section 7.15, above, are in no way limited or otherwise affected by any information the City may have concerning the Site or the Project and/or the presence on or under the Site or within the Project of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations.

#### 7.16 Taxes and Assessments.

Developer shall pay prior to delinquency any and all real estate taxes and assessments (including any possessory interest tax) assessed and levied on the Site or any portion thereof and Developer hereby agrees to indemnify, defend and hold the City and all of the City's Representatives free and harmless against any and all Losses and Liabilities arising from the failure to pay when due such taxes and assessments. The City shall have the right, but not the obligation, to advance on behalf of Developer any amounts due as the result of real estate taxes and assessments (including any possessory interest tax) assessed and levied on the Site or any portion thereof. Developer shall immediately reimburse the City for any amount so advanced by the City, together with interest thereon from the date of such advance at the highest rate of interest then allowed by applicable law, and any such amount that is not paid when due shall become an additional obligation of Developer to the City secured by the Acquisition Deed of Trust. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City, repayment of the Acquisition Loan, reconveyance of the Acquisition Deed of Trust, termination of the

Regulatory Agreement, withdrawal of the Notice of Affordability Restrictions and the termination of this Agreement.

7.17 City's Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

- A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. Among other things, the Ordinances require the following:
1. Developer assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits as defined in the LWO.
  2. Developer further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Developer shall require each of its contractors and subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Developer shall deliver the executed pledges from each such contractor and subcontractor to the City within ninety (90) days of the execution of the contract and subcontract. Developer's delivery of executed pledges from each such contractor and subcontractor shall fully discharge the obligation of the Developer with respect to such pledges and fully discharge the obligation of the Developer to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. The Developer and any contractor and subcontractor for the project, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Developer and any contractor and subcontractor for the project shall post the Notice to Employees Working on City Contracts Re: Living Wage Ordinance



and Prohibition Against Retaliation provided by the City.

4. Any contract and subcontract entered into by the Developer and any contractor and subcontractor for the project relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section and shall incorporate the provisions of the LWO and the SCWRO.
  5. Developer and any contractor and subcontractor for the project shall comply with all rules, regulations and policies promulgated by the City's designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3 and Section 10.37.6 of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if the City determines that the subject Developer and any contractor and subcontractor has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37.6, the City's designated administrative agency has determined (a) that the Developer and any contractor and subcontractor for the project is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due the Developer in accordance with the following procedures. Impoundment shall mean that from monies due the Developer, the City may deduct the amount determined to be due and owing by the Developer and any contractor and subcontractor for the project to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 and disposed of under procedures described therein through final and binding arbitration. Whether the Developer and any contractor and subcontractor for the project is to continue work following an impoundment shall remain in the sole discretion of the City. The Developer and any contractors and subcontractors for the project may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. This Agreement is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, with all amendments and revisions thereto. Developer shall and shall cause any contractor and subcontractor for the Project to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Developer shall and shall cause any contractor and subcontractor for the Project to make available to employees the forms informing the employees

about the EIC and the forms required to secure advance EIC payments from Developer, any contractor or subcontractor for the Project.

#### 7.18 City's Equal Benefits Ordinance.

Unless otherwise exempt, this Agreement is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the project, the Developer certifies and represents that the Developer and any contractor and subcontractor will comply with the EBO.
- B. The failure of the Developer to comply or to ensure that any contractor or subcontractor comply with the EBO will be deemed to be a material breach of the Agreement by the City.
- C. If the Developer and any contractor and subcontractor fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and all monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Developer in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the City's designated Administrative Agency determines that a Developer has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement. Violation of this provision may be used as evidence against the Developer in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- F. The Developer shall post and shall ensure posting the following statement in conspicuous places at its place of business and the project available to employees and applicants for employment:

"During the performance of this project with the City of Los Angeles, the Developer and any contractor or subcontractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of contract Compliance at (213) 847-1922".



#### 7.19. Contractor Responsibility Ordinance.

Unless otherwise exempt, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires Developer to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Developer's fitness and ability to continue performing under the Agreement.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Agreement, Developer pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Developer further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Developer is not in compliance with all applicable federal, state and local laws in performance of this Agreement and project; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Developer and any contractor and subcontractor for the project has violated the provisions of Section 10.40.3 (a) of the Contractor Responsibility Ordinance; (3) ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) ensure that its contractor and subcontractor, as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the contractor or subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the contract or subcontract.

#### 7.20 Slavery Disclosure Ordinance.

Unless otherwise exempt, this Agreement is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Developer certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

#### 7.21 First Source Hiring Ordinance.

Unless otherwise exempt, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code as amended from time to time. Any subcontract entered into by Developer for work to be performed under this DDA must include identical provision.

- A. Developer shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that Developer estimates it will need to fill in order to perform the services under the contract.
- B. Developer further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview; (2) interview qualified individuals referred by EWDD; and (3) prior to filing any employment opportunity, the Developer shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Developer interviewed and the reasons why referred individuals were not hired.
- C. Any contract or subcontract entered into by the Developer relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Developer shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA has determined that the Developer intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Developer's subsequent Contractor Responsibility Questionnaires submitted under the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the DAA determines that the Developer has violated provisions of the FSHO.

#### 7.22 Child Support Assignment Orders.

This Agreement is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Developer will fully comply with all applicable State and Federal employment reporting requirements for Developer's, contractor's and subcontractor's employees. Developer shall also certify that (1)



Developer and any contractor and subcontractor will fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of the Developer(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) Developer and any contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230 *et seq.* of the California Family Code; and (4) Developer and any contractor or subcontractor will maintain such compliance throughout the term of this Agreement.

Pursuant to Section 10.10b of the Los Angeles Administrative Code, the failure of Developer to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of the Developer(s) to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Developer under the terms of this Agreement, subjecting this Agreement to termination if such default shall continue for more than ninety (90) days after notice of such default to Developer by City.

Any contract and subcontract entered into by the Developer, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Developer to obtain compliance of its contractor and subcontractor shall constitute a default by the Developer under the terms of this Agreement, subjecting this Agreement to termination where such default shall continue for more than ninety (90) days after notice of such default to Developer by the City.

Developer certifies that, to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

#### 7.23 Enforcement of Employment Requirements.

In the event of underpayment of wages by Developer or by any contractor or subcontractor employed on the Project, Lender, in addition to other rights and remedies afforded by this Agreement or applicable law, may: (1) demand that Developer and/or any underpaying employer comply with these requirements; (2) demand that the underpaying employer pay the difference between the prevailing wage rates and the amount actually paid to workers; (3) withhold from Developer any Loan proceeds as may be necessary to compensate workers the full wages required under this Agreement (whether or not the Loan payee is directly responsible for the underpayment); (4) impose liquidated damages in the form of a forfeiture of up to fifty dollars (\$50) per calendar day for each worker paid less than the prevailing wage, the amount of such forfeiture to be determined solely by Lender according to the standards contained in California Labor Code Section 1775;

and/or (5) pursue any lawful administrative or court remedy to enforce these requirements against the Developer and underpaying employer. Developer shall comply with any demand to pay any amounts due under this section within ten (10) calendar days of said demand. In addition, a worker who has been paid less than the prevailing wage rate shall have a right to commence an action or proceeding against the employer to collect the underpayment.

In the event of any violation or deficiency with respect to the equal opportunity and/or the MBE/WBE provisions herein, including failure to provide adequate documentation as specified herein, by Developer or by any contractor or subcontractor employed on the Project, Lender, in addition to other rights and remedies afforded by this Agreement or applicable law, may: (1) demand that any noncomplying party comply with these requirements; (2) withhold disbursement of Loan proceeds from Developer or any contractor or subcontractor until such violations are corrected; (3) impose liquidated damages on the noncomplying party in the form of a forfeiture of up to one thousand dollars (\$1,000) or one percent (1%) of the contract, whichever is less, the amount of such forfeiture to be determined solely by Lender; and/or (4) pursue any lawful administrative or court remedy to enforce these requirements. Any noncomplying party shall comply with any demand to correct any noncompliance within ten (10) business days of said demand.

Developer shall monitor and enforce the equal employment opportunity, minority- and women-owned business enterprises, and prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Developer fails to monitor or enforce these requirements against any contractor or subcontractor, Developer shall be liable for the full amount of any underpayment of wages, plus costs and attorneys' fees, as if Developer was the actual employer, and Lender may withhold payments to Developer, may impose liquidated damages on Developer in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare an Event of Default and pursue any of the other remedies available under this Agreement.

#### 7.24 Fair Chance Initiative for Hiring Ordinance.

Unless otherwise exempt under Federal or State law, City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at Department of Public Works, Bureau of Contract Administration at <http://bca.lacity.org/>.



#### 7.25 Labor Compliance Meeting.

The Developer shall meet with LAHD's Labor Compliance staff for a pre-construction briefing on all City construction requirements prior to the issuance of a notice to proceed.

### **ARTICLE 8. ASSIGNMENT AND TRANSFERS**

#### 8.1 Definitions.

As used in this Article 8, the terms "Transfer" and "Permitted Transfer" shall have the respective meanings set forth in Section 1.2 of this Agreement.

#### 8.2 Restrictions on Transfer.

a. Developer represents and agrees that its undertakings pursuant to this Agreement are for the purpose of redeveloping the Site and providing affordable rental housing for Low Income Households, and not for speculation in land holding. Developer further recognizes that the qualifications and identity of Developer are of particular concern to the City, in light of the following: (1) the importance of the redevelopment of the Site to the general welfare of the community; (2) the public assistance that has been made available by law and by the government for the purpose of making such redevelopment possible; and (3) the fact that a change in ownership or control of Developer or any other act or transaction involving or resulting in a significant change in ownership or control of Developer, is for practical purposes a transfer or disposition of the property then owned by Developer. Developer further recognizes that it is because of such qualifications and identity that City is entering into this Agreement with Developer. Therefore, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

b. Developer shall not assign all or any part of this Agreement or the Site, or any interest herein, except pursuant to a Permitted Transfer, without the prior written approval of the City. Subject to review of documentation effectuating any such proposed assignment or transfer, the City shall provide written confirmation to Developer that a proposed assignment is a Permitted Transfer, if such be the case, as provided in Section 8.4.a., below.

c. For the reasons cited above, Developer represents and agrees for itself and any successor in interest that, without the prior written approval of the City, there shall be no significant change in the ownership of Developer or in the relative proportions thereof, or with respect to the identity of the parties in control of Developer or the degree thereof, by any method or means, except by Permitted Transfers.

d. Any assignment or transfer of this Agreement or the Site or any

interest herein or therein or significant change in ownership of Developer, other than a Permitted Transfer, shall require the prior written approval of the City. To the extent the City's approval of an assignment or transfer is required by this Agreement, in granting or withholding its approval, the City shall base their decision upon: (i) the relevant experience, financial capability and reputation of the proposed assignee or transferee; and (ii) the effect, if any, of such proposed transfer on the public purposes of this Agreement. In addition, the City shall have the right, in its sole discretion, to disapprove any assignment or transfer of this Agreement or any interest herein or significant change in ownership of Developer or transfer of the Site that results in payment of consideration to any Person, prior to the issuance of the Certificate of Occupancy, that is not conditioned upon the issuance of the Certificate of Occupancy. In the event LAHD denies a request for a Transfer or assignment of this Agreement, except a Permitted Transfer, LAHD, as applicable, shall set forth its reasons for denying such request in writing.

e. Developer shall promptly notify the City of any and all changes whatsoever in the identity of the parties in control of Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. Except for Permitted Transfers, any significant change (voluntary or involuntary) in ownership or control of Developer (other than changes occasioned by the death or incapacity of any individual or approved in advance in writing by the City) shall constitute a default under this Agreement. In the event of the death or incapacity of any individual who controls Developer or the managing member or general partner of Developer, any resulting change in the management of the Project or the control of the day-to-day operations of the Site and the Improvements shall be subject to the approval of the LAHD General Manager, which approval shall not be unreasonably withheld, conditioned or delayed.

### 8.3 Prohibited Transfers.

The limitations on Transfers set forth in this Article 8 shall apply from the Effective Date of this Agreement until the latest of (a) issuance of a Certificate of Occupancy by the City to the Developer; (b) the date the Acquisition Loan is repaid in full; and (c) the date the Regulatory Agreement expires. Except for Permitted Transfers and as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and shall not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City. Any Transfer made in contravention of this Section 8.3 shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

### 8.4 Effectuation of Transfers.



a. In the event of a Permitted Transfer, Developer shall submit to the City such documentation as the LAHD General Manager or designee may determine is sufficient to document that such Transfer is a Permitted Transfer.

b. In the event of a Transfer other than a Permitted Transfer, the proposed transferee for which the City's approval is required shall have the relevant experience, financial capability and reputation necessary to fulfill the obligations undertaken in this Agreement by the Developer and otherwise acceptable to the City. LAHD shall grant or deny approval of a proposed Transfer within thirty (30) calendar days of receipt by the LAHD of the Developer's request for approval of a Transfer, by Notice as required by Section 11.2 of this Agreement, accompanied by the deposit required by paragraph e. of this Section 8.4, below, which request shall include evidence of the proposed transferee's business expertise and financial capacity.

c. Any Transfer otherwise authorized or approved pursuant to this Agreement (including Permitted Transfers and other Transfers for which the City's approval is required) shall not be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City and in form recordable in the Office of the Los Angeles County Recorder, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of this Agreement; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation.

d. Any assignment of rights and/or delegation of obligations under this Agreement in connection with a Transfer (whether or not the City's approval is required) shall be in writing executed by Developer and the assignee or transferee, which written agreement shall name the City as expressed third party beneficiaries with respect to such agreement (the "Assumption Agreement") with a copy thereof delivered to the City within ten (10) Business Days after the effective date thereof. Upon assignment or transfer of this Agreement pursuant to an Assumption Agreement, the assignor shall be relieved of liability with respect to any such obligations relating to the Project assumed by the assignee. Notwithstanding the foregoing, unless such assignee specifically assumes pursuant to the Assumption Agreement the obligations under this Agreement to indemnify the City with respect to the Project, the assignor shall retain such obligations and remain jointly and severally liable for such indemnity obligations with such assignee. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City, repayment of the Acquisition Loan, reconveyance of the Acquisition Loan Deed of Trust, termination of the Regulatory Agreement, withdrawal of the Notice of Affordability Restrictions and the termination of this Agreement.

e. Developer shall reimburse the City for all actual staff time and consultant (legal and financial) costs associated with the City's review and consideration of any request for approval of a Transfer. The City shall not be obligated to act on any request for approval of a Transfer unless Developer shall deposit with the City the sum of

Ten Thousand Dollars (\$10,000), which amount shall be subject to adjustment equal to the cumulative annual increase, if any, in the Consumer Price Index since 2011, together with its request for approval of a Transfer. If the costs of the City's review is less than the amount deposited, the excess deposit shall be returned to Developer. If the costs of the City's review exceed the deposit amount, the City shall send the Developer a bill for the costs and Developer shall promptly pay the City the additional costs.

## **ARTICLE 9. SECURITY FINANCING AND RIGHTS OF LENDERS**

### **9.1 No Encumbrances Except for Development Purposes.**

a. Until the Conditions Precedent to the Close of Escrow set forth in Section 3.1 of this Agreement have been satisfied and the Close of Escrow occurs, Developer shall not place mortgages, deeds of trust, or any other encumbrances as security for loans on the Site.

b. From and after the Close of Escrow, mortgages, deeds of trust, and other real property security instruments are permitted to be placed upon the Developer's interest in the Site to the extent consistent with Developer's Financing Plan and Project Budget as approved by the City. Such permitted security instruments and related interests shall be referred to as "Security Financing Interests." The Developer shall promptly notify the City in writing of any Security Financing Interest that Developer intends to record against the Site. The documents evidencing the Security Financing Interests shall provide that in the event of a Developer default, the holder of the Security Financing Interest shall send notice of the default to the LAHD concurrently with its notice to the Developer.

c. The Developer may record Security Financing Interests on the Site only for the purpose of securing Construction Loans and Permanent Loans identified in the Project Budget or Financing Plan approved by the City, and any refinancing of any such approved financing, subject to the City's consent.

### **9.2 Lender Not Obligated to Construct.**

The holder of any Security Financing Interest authorized by this Agreement ("Permitted Lender") is not obligated to construct or complete any improvements or to guarantee such construction or completion, nor shall any covenant or any other provision of this Agreement be construed so to obligate such Permitted Lender. However, nothing in this Agreement shall be deemed to permit or authorize any such Permitted Lender to devote the Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

### **9.3 Notice of Default and Right to Cure.**



a. Whenever the City delivers to Developer any notice of breach (or demand for performance) with respect to the commencement, completion, or cessation of the construction of the Project, LAHD shall at the same time deliver such notice to each Permitted Lender and the Tax Credit Equity Investor. Each Permitted Lender and the Tax Credit Equity Investor shall (insofar as the rights of the City is concerned) have the right, but not the obligation, at its option, within twenty (20) Business Days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach which is subject to the lien of the Security Financing Interest held by such holder and to add the cost thereof to the security interest debt and the lien on its security interest. Any such increase in a Security Financing Interest, limited to the amount needed to cure or remedy such default, shall not require additional approval by the City. Nothing contained in this Agreement shall be deemed to permit or authorize any Permitted Lender to undertake or continue construction or completion of the Project (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City under this Agreement. The Permitted Lender in that event must agree to complete, in the manner provided in this Agreement, the development of the Project. Any such holder properly completing the development of the Project pursuant to this section shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Occupancy from the City.

b. If a non-monetary event of default occurs under the terms of this Agreement, prior to exercising any remedies hereunder, LAHD shall give Developer, any Permitted Lender and the Tax Credit Equity Investor, as identified in Developer's LLC Agreement or partnership agreement, as the case may be, simultaneous notice of such default. If the default is reasonably capable of being cured within twenty (20) Business Days after such notice is received or deemed received, Developer shall have such period to effect a cure prior to exercise of remedies by the City under this Agreement. If the default is such that it is not reasonably capable of being cured within twenty (20) Business Days, and Developer (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then Developer shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the City. If Developer fails to take corrective action or to cure the default within a reasonable time, the City shall give Developer, any Permitted Lender and the Tax Credit Equity Investor written notice thereof, whereupon the Tax Credit Equity Investor may exercise any authority it may have under the Developer's LLC Agreement or partnership agreement, as the case may be, and the Permitted Lender may exercise any authority it may have under its financing agreements with Developer, to take corrective action, which may include, among other things, removing and replacing the managing member or general partner with a substitute managing member or general partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall the City be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure

a default or the default is not cured within one hundred eighty (180) calendar days after the notice of default is received or deemed received.

#### 9.4 Failure of Permitted Lender to Complete Project.

In any case where six (6) months after default by the Developer, a Permitted Lender has not exercised its right to commence to complete the construction of the Project, or, having commenced to complete the construction of the Project has failed to complete the Project in a timely manner, the City shall be afforded those rights against such Permitted Lender it would otherwise have against the Developer under this Agreement.

#### 9.5 Right of the City to Cure.

In the event of a default or breach by the Developer under the terms of any Security Financing Interest prior to the completion of construction of the Project, and if the Permitted Lender has not exercised its right to commence to complete the construction of the Project, or, having commenced to complete the construction of the Project has failed to complete the Project in a timely manner, the City may, upon prior written notice to the Developer, cure the default or breach, prior to the completion of any foreclosure. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project and/or Site to the extent of such costs and disbursements. The City agree that such lien shall be subordinate to any Senior Loan, and the City shall execute from time to time any and all documentation reasonably requested by the Developer to effect such subordination.

#### 9.6 Permitted Lenders to be Notified.

The Developer shall obtain and submit to the City acknowledgement of this Article 9 by each holder of a Security Financing Interest prior to recordation of such Security Financing Interest.

#### 9.7 Modifications.

If a Permitted Lender or Tax Credit Equity Investor should, as a condition of providing funding for the Project, request any modification of this Agreement in order to protect its interests in the Project or this Agreement, the LAHD General Manager shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement. The LAHD's General Manager shall have the authority to approve revisions to the terms of this Agreement requested in writing by a Permitted Lender or Tax Credit Equity Investor that are not material revisions if he/she reasonably determines that such revisions: (a) are limited to minor, technical or procedural matters; (b) do not increase the amount of



the Acquisition Loan; (c) do not result in a reduction of equity and loan funds sufficient to complete the Project; (d) do not materially adversely affect the economic feasibility of the Project; (e) do not materially adversely affect the security of the Acquisition Loan Deed of Trust; (f) do not materially modify the Conditions Precedent to the Close of Escrow; and (g) do not materially reduce any benefit to the City or the public pursuant to this Agreement. The City shall have the right to approve or disapprove such non-material changes in his/her sole discretion, or may refer such decision to LAHD. Material revisions of this Agreement shall require the prior approval of the City.

## **ARTICLE 10.        DEFAULT AND REMEDIES**

### **10.1    Defaults – General.**

a.        Subject to the extensions of time set forth in Section 11.3 of this Agreement, failure or delay by either Party to perform or to comply with any term or provision of this Agreement shall constitute an Event of Default under this Agreement. The Party who fails or delays must commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b.        The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c.        If a monetary Event of Default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default written notice of such default. The Party in default shall have a period of ten (10) Business Days after such notice is received or deemed received within which to cure the default prior to exercise of remedies by the injured Party.

d.        If a non-monetary Event of Default occurs, prior to exercising any remedies hereunder, the injured Party shall give the Party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) Business Days after such notice is received or deemed received, the Party in default shall have such period to effect a cure prior to exercise of remedies by the injured Party. If the default is such that it is not reasonably capable of being cured within thirty (30) Business Days, and the Party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Party in default shall have such additional time as is reasonably necessary, but not more than one

hundred eighty (180) calendar days, to cure the default prior to exercise of any remedies by the injured Party.

e. If Developer fails to take corrective action or cure the default within a reasonable time, LAHD shall give each Permitted Lender and, as provided in paragraph f., below, the Tax Credit Equity Investor, notice thereof. The Tax Credit Equity Investor may take such action, including removing and replacing the managing member or managing general partner of Developer with a substitute managing member or managing general partner, who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. The City agrees to accept cures tendered by any Permitted Lender or Tax Credit Equity Investor within the cure periods provided in this Agreement, and the Acquisition Loan and Acquisition Note. Additionally, in the event any Permitted Lender or Tax Credit Equity Investor is precluded from curing a non-monetary default due to a bankruptcy, injunction, or similar proceeding by or against Developer or the managing member or managing general partner of Developer, the City agrees to forbear from completing a foreclosure under this Agreement (judicial or non-judicial) during the period during which the Senior Lender or Tax Credit Equity Investor is so precluded from acting, not to exceed ninety (90) calendar days, provided such Tax Credit Equity Investor and Senior Lender are otherwise in compliance with the foregoing provisions. In no event shall the City be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) calendar days after the first notice of default is given.

f. After Developer gives written notice to the City of the admission to Developer's limited liability company or limited partnership of the Tax Credit Equity Investor, LAHD shall send to the Tax Credit Equity Investor a copy of all notices of default and all other notices that LAHD sends to Developer, at the address for the Tax Credit Equity Investor as provided by written notice to the City by Developer.

#### 10.2 Institution of Legal Actions.

In addition to any other rights or remedies (and except as otherwise provided in this Agreement), either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court of that county, or in the United States District Court for the Central District of California.

#### 10.3 Applicable Law.

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



#### 10.4 Acceptance of Service of Process.

a. In the event that any legal action is commenced by Developer against the City, service of process on the City shall be made by personal service upon the Custodian of Records of the City, or in such other manner as may be provided by law.

b. In the event that any legal action is commenced by the City against Developer, service of process on Developer shall be made by personal service upon Developer (or upon the managing member or managing general partner or any officer of Developer) and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

#### 10.5 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 10.6 Damages.

Subject to the notice and cure provisions of Section 10.1 of this Agreement, if either Party defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not cured within the time provided in Section 10.1 of this Agreement, the defaulting Party shall be liable to the non-defaulting Party for any damages caused by such default, and the non-defaulting Party may thereafter (but not before) commence an action for damages against the defaulting Party with respect to such default. In no event shall the City be liable to Developer for any attorney's fees.

#### 10.7 Specific Performance.

Subject to the notice and cure provisions of Section 10.1 of this Agreement, if either Party defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not cured within the time provided in Section 10.1 of this Agreement, the non-defaulting Party, at its option, may thereafter (but not before) commence an action for specific performance of the terms of this Agreement pertaining to such default.

#### 10.8 Termination by Either Party.

Prior to the Close of Escrow, either Party shall have the right to terminate this Agreement, by providing written notice to the other Party, in the event of a failure of

any Condition Precedent to the Close of Escrow as set forth in Section 3.1 of this Agreement or as otherwise set forth in this Agreement, provided that such condition is for the benefit of and such failure is outside the control of the Party seeking to terminate this Agreement. Upon such termination, neither the City nor Developer shall have any further rights against or liability to the other under this Agreement, except for indemnification rights that survive termination of this Agreement.

#### 10.9 Termination by the City.

a. Subject to the notice and cure provisions of Section 10.1 of this Agreement, the City shall have the right, prior to the Close of Escrow, to terminate this Agreement by providing written notice to Developer, in the event of a default by Developer or failure of any Condition Precedent to the Close of Escrow, including but not limited to the following:

(1) Developer fails to submit to the City evidence of financing or fails to satisfy any other Condition Precedent to the Close of Escrow, within the time established therefor in this Agreement or the Schedule of Performance; or

(2) Developer (or any successor in interest) assigns or attempts to assign any of Developer's rights in and to the Site or any portion thereof or interest therein, or this Agreement or any portion hereof, except as permitted by this Agreement; or

(3) there is substantial change in the ownership of Developer, or with respect to the identity of the parties in control of Developer, or the degree thereof contrary to the provisions of Section 8.2 of this Agreement; or

(4) Developer fails to submit any of the plans, drawings and related documents required by this Agreement by the respective dates provided in this Agreement therefor; or

(5) there is any other material default by Developer under the terms of this Agreement which is not cured within the time provided herein.

b. After the Close of Escrow but before the issuance of the Certificate of Occupancy, the City shall have the additional right to terminate this Agreement in the event any of the following defaults shall occur:

(1) Developer fails to commence construction of the Improvements as required by this Agreement and such breach is not cured within the time provided in Section 10.1 of this Agreement, provided that Developer shall not have obtained an extension or postponement to which Developer may be entitled pursuant to Section 11.3 hereof; or



(2) Developer abandons or substantially suspends construction of the improvements and such breach is not cured within the time provided in Section 10.1 of this Agreement, provided Developer has not obtained an extension or postponement to which Developer may be entitled to pursuant to Section 11.3 hereof; or

(3) Developer assigns or attempts to assign this Agreement, or any rights herein, or transfer, or suffer any involuntary transfer of the Site, or any part thereof, in violation of this Agreement, and such breach is not cured within the time provided in Section 10.1 of this Agreement; or

(4) Developer otherwise materially breaches this Agreement, and such breach is not cured within the time provided in Section 10.1 of this Agreement.

#### 10.10 Power of Termination and Right of Reverter.

a. The Parties agree that the Completion of the Improvements by Developer for the provision of affordable housing, as provided in this Agreement, is a condition subsequent to which the fee simple estate in the City Site granted to Developer by the City is subject. Therefore, if this Agreement is terminated by the City pursuant to Section 10.9.b. of this Agreement following the Close of Escrow but prior to the Completion of construction as evidenced by issuance of the Certificate of Occupancy, the City shall have the additional right, in its sole and absolute discretion, in addition to any other rights and remedies granted in this Agreement, to exercise a power of termination as described in California Civil Code Section 885.010, to terminate and revert in the City the estate in the City Site previously conveyed to Developer pursuant to this Agreement and to re-enter and take possession of the City Site with any Improvements thereon. The City's rights pursuant to this Section shall terminate and be of no further force and effect upon the issuance of the Certificate of Occupancy for the Project.

b. The City's power of termination shall be limited by and shall not defeat, render invalid or limit: (1) any Security Financing Interest with respect to the City Site; or (2) any rights or interests provided in this Agreement for the protection of Permitted Lenders and/or Tax Credit Investor with respect to the City Site.

c. Upon reverting in the City title to the City Site as provided in this Section, the City shall, pursuant to its rights and responsibilities under the California Community Redevelopment Law ("CRL") and the Redevelopment Plan, use its best efforts to reconvey the City Site as soon as possible, in a commercially reasonable manner and consistent with the objectives of the CRL and the Redevelopment Plan, to a qualified and responsible developer (as determined by the City) who will assume the obligation of making or completing such improvements on the City Site as are acceptable to the City in accordance with the uses specified for the Site in the Redevelopment Plan

and in a manner that is satisfactory to the City. Upon such resale of the City Site, any proceeds of such sale shall be applied as follows:

(1) First, to reimburse the City on its own behalf for all reasonable costs and expenses incurred by the City, including but not limited to pro-rata salaries of City staff and legal fees incurred in connection with the recapture, management and resale of the City Site (but less any income derived by the City from any part of the City Site in connection with such management); all taxes, installments of assessments payable prior to resale, and water and sewer charges with respect to the City Site; any payments made or required to be made to discharge any encumbrances or liens existing on the City Site at the time of reversion of title in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; expenditures made or obligations incurred with respect to any improvements made or completed by the City on the City Site or any part thereof; and any amounts otherwise owing to the City by Developer and its successors or transferees.

(2) Second, to reimburse any Third Party Lender for disbursements of a Construction Loan to pay Development Costs, not to exceed the fair market value of the Improvements constructed or placed on the City Site by Developer.

(3) Third, to reimburse the City for any disbursements of the Acquisition Loan.

(4) Fourth, to reimburse any other maker of a Residual Receipts Loan for any disbursements to pay Development Costs.

(5) Fifth, to reimburse Developer for any Developer equity disbursed to pay Development Costs, less any gains or income withdrawn or made by Developer from the City Site or the Improvements thereon. Notwithstanding the foregoing, the sum of the amounts calculated pursuant to subsections (2), (3), (4) and (5) shall not exceed the fair market value of the Improvements on the City Site as of the date of the default or failure which gave rise to the City's exercise of their power of termination.

(6) Any balance remaining after such reimbursements shall be retained by the City as its property.

d. The rights established in this Section 10.10 are to be interpreted in light of the fact that the City will convey the City Site to Developer for redevelopment and not for speculation.

#### 10.11 Survival.



Upon termination of this Agreement pursuant to this Article 10, all indemnification provisions set forth in this Agreement and any other provisions of this Agreement which by their terms are to survive termination hereof shall survive such termination. This Section 10.11 is for reference purposes only, and does not alter the scope or nature of the surviving provisions.

**10.12 Inaction Not a Waiver of Default.**

Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**10.13 No Attorneys' Fees.**

Should legal action be brought by either Party for breach of this Agreement or to enforce any provision, neither Party in such action shall be entitled to attorneys' fees, court costs and other litigation expenses, including, without limitation, expenses incurred for preparation and discovery, and on appeal.

**10.14 Rights and Remedies Cumulative.**

Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

**ARTICLE 11. GENERAL PROVISIONS**

**11.1 Developer Representations and Warranties.**

The Developer represents and warrants to the City, as follows:

a. Organization. The Developer is DWC Campus, LP, a California limited partnership, comprised of DWC SP2 LLC, a California nonprofit corporation; GTM DWC AGP, LLC, a California limited liability company; and Daylight San Pedro, LLC, a California limited liability company; each of which is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

b. Authorization. The Developer has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement,

performance of the Agreement. Upon the date of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of the Developer, enforceable against it in accordance with its terms.

c. No Conflict. The execution, delivery and performance of this Agreement by the Developer does not and shall not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (i) the charter or incorporation documents of the Developer, (ii) any applicable law, rule or regulation binding upon or applicable to the Developer, or (iii) any material agreements to which the Developer is a party.

d. No Litigation. Unless otherwise disclosed in writing to the City prior to the date of this Agreement, there is no existing or, to the Developer's actual knowledge, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the Developer or, to the best knowledge of the Developer, the Site that would, if adversely determined, materially and adversely affect the Developer or the Site or the Developer's ability to perform its obligations under this Agreement or to develop and operate the Project.

e. Licenses, Permits, Consents and Approvals. Developer and/or any person or entity owning or operating the Site has duly obtained and maintained, or shall duly obtain and maintain, and shall continue to obtain and maintain, all licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate the business on the Site.

#### 11.2 Notices.

Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless given in writing and dispatched by certified mail, return receipt requested, or by electronic facsimile transmission followed by delivery of a "hard" copy, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), with a receipt showing date of delivery, to the principal offices of the LAHD and the Developer as follows:

LAHD:	Los Angeles Housing Department 1910 Sunset Boulevard, Suite 300 Los Angeles, CA 90026 Attn: General Manager
-------	--



With copies to: Los Angeles Housing Department  
Asset Management Division  
1910 Sunset Boulevard, Suite 300  
Los Angeles, CA 90026  
Attn: Asset Manager

Developer: DOWNTOWN WOMEN'S CENTER  
442 S. San Pedro Street  
Los Angeles, CA 90013  
Attention: Amy Turk

With a copy to:  
Daylight Community Development  
455 N. Sycamore Ave, #17  
Los Angeles, CA 90036  
Attention: Sonya Falcone

GTM Holdings, LLC  
250 N. Harbor Drive, Suite 311  
Redondo Beach, CA 90277  
Attention: Mark Walther

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 11.2. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

### 11.3 Enforced Delay: Extension of Time of Performance.

a. In addition to specific provisions of this Agreement, the time for performing non-monetary obligations pursuant to this Agreement shall be extended and non-monetary performance by either Party shall not be deemed to be in default where delays are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; acts of god; severe or unusual shortages of materials or labor; uncommon inclement weather of an extreme or exceptional nature, unavoidable casualty; or court order; or any other similar causes (other than lack of funds of the Developer or the Developer's inability to finance the construction of the Project) beyond the control or without the fault of the Party claiming an extension of time to perform.

b. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to

the other Party within twenty (20) Business Days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the Party claiming such delay and interference delivers to the other Party written notice describing the following: the event; its cause; when and how such Party obtained knowledge; the date the event commenced; a reasonable causal connection between the event and the need to extend the time of such Party's performance; and the estimated delay resulting from the event. Any Party claiming a Force Majeure Delay shall deliver such written notice within twenty (20) Business Days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by the City and Developer.

#### 11.4 Conflict of Interest.

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

b. Developer warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for obtaining this Agreement.

#### 11.5 Non-liability of City Officials and Employees.

No member, official, agent, legal counsel or employee of the City shall be personally liable to Developer, or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

#### 11.6 Inspection of Books and Records.

a. Prior to Completion, the City shall have the right at all reasonable times to inspect the books and records of Developer pertaining to the development of the Site as pertinent to the purposes of this Agreement. Developer shall also have the right at all reasonable times to inspect the books and records of LAHD pertaining to the Site as pertinent to the purposes of this Agreement.

b. In addition, at all times prior to the expiration of the Regulatory Agreement, and/or repayment in full of the Acquisition Loan, whichever occurs later, the City shall have the right at all times to inspect the books and records of Developer pertaining to the operation of the Site.

#### 11.7 Approvals.



a. Except as otherwise expressly provided in this Agreement, approvals required of the City or Developer in this Agreement, including the attachments hereto, shall not be unreasonably withheld, delayed or conditioned. All approvals shall be in writing. Failure by either Party to approve or disapprove a matter within the time provided for approval or disapproval of the matter shall not be deemed either approval or disapproval of the matter unless this Agreement specifically provides otherwise. Notwithstanding the foregoing, nothing contained in this Agreement shall restrict or limit the exercise of discretion by the Mayor, City Council or any member of the City Council in approving or disapproving this Agreement or any proposed material revisions or amendments to this Agreement, which approval may be granted or denied in the sole and absolute discretion of the City.

b. Whenever this Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of, the LAHD General Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council and Mayor. The City hereby authorizes the LAHD's General Manager to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the City. However, subject to Section 9.7 of this Agreement, any material modification and any amendment to this Agreement shall require approval by the City Council and Mayor.

#### 11.8 Real Estate Commissions.

Neither Developer nor the City shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. Developer and the City each represents that it has engaged no broker, agent or finder in connection with this Agreement.

#### 11.9 Construction and Interpretation of Agreement.

a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be utilized.

b. If any term or provision of this Agreement, the deletion of which

would not adversely affect the receipt of any material benefit by any Party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

c. Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision.

d. References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) shall mean, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

#### 11.10 Time of Essence.

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

#### 11.11 Relationship of the Parties.

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the parties hereto or cause the City to be responsible in any way for the debts or obligations of Developer or any other Person.

#### 11.12 Compliance with Law.

Developer agrees to comply with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Site and the Improvements, as well as operations conducted thereon. The judgment of any court of competent jurisdiction, or the admission



of Developer or any lessee or permittee in any action or proceeding against them, or any of them, whether the City be a party thereto or not, that Developer, lessee or permittee has violated any such ordinance or statute in the development and use of the Site shall be conclusive of that fact as between the City and Developer and shall therefore allow the City to exercise any and all remedies set forth in the City's Contractor/Developer Responsibility Policy.

#### 11.13 Binding Effect.

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

#### 11.14 Rights of Third Parties.

a. Except as otherwise expressly provided in this Agreement and the Regulatory Agreement, this Agreement shall not be deemed to confer any rights upon, nor obligate either of the Parties to this Agreement to any person or entity not a Party to this Agreement, and the Parties explicitly disclaim any intent to create a third party beneficiary relationship with any person or entity as a result of this Agreement.

b. The City shall be a beneficiary retaining enforcement rights with respect to this Agreement.

c. The covenants and restrictions relating to the Affordable Housing Units set forth in Article 7 of this Agreement and in the Regulatory Agreement shall run with the land and shall be enforceable against any owner of the Site who violates a covenant or restriction and each successor in interest who continues the violation by any of the following:

1. The City;
2. A resident of any of the Affordable Units;
3. A residents' association with members who reside in the Affordable Units;
4. A former resident of an Affordable Unit;
5. An applicant seeking to enforce the covenants or restrictions for a particular Affordable Unit, if the applicant conforms to all of the following:
  - (A) Is of Low or Moderate Income;

(B) Is able and willing to occupy that particular Affordable Unit; and

(C) Was denied occupancy of that particular Affordable Unit due to an alleged breach of a covenant or restriction set forth in the Regulatory Agreement; and

6. A person on an affordable housing waiting list who is of Low or Moderate Income and who is able and willing to occupy an Affordable Unit.

#### 11.15 Authority to Sign.

Developer hereby represents that the persons executing this Agreement on behalf of Developer have full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

#### 11.16 Use of Project Images.

a. Developer hereby consents to and approves the use by the City of images of the Project, its models, plans and other graphical representations of the Project and its various elements ("Project Images") in connection with marketing, public relations, and special events, websites, presentations, and other uses required by the City in connection with the Project. Such right to use the Project Images shall not be assignable by the City to any other party (including, without limitation, any private party) without the prior written consent of Developer. Developer shall obtain any rights and/or consents from any third parties necessary to provide these Project Image use rights to the City.

b. Any publicity generated by Developer for the Project during the term of the Acquisition Loan shall make reference to the contribution of the City of Los Angeles in making the Project possible. The words "City of Los Angeles" shall be prominently displayed in any and all pieces of publicity, including but not limited to flyers, press releases, posters, signs, brochures, public service announcements, interviews and newspaper articles. Developer further agrees to cooperate with authorized staff and officials of the City in any City-generated publicity or promotional activities undertaken with respect to the Project.

#### 11.17 Plans and Data.

If Developer does not proceed with the purchase or development of the Site, or if this Agreement is terminated for any reason, other than the breach of this Agreement by the City, Developer shall deliver to the City, without cost or expense to the City, any



and all plans, drawings, studies, designs, reports, surveys, and data pertaining to the site and its development (collectively, "Site Designs") which are in the possession of Developer, together with a Bill of Sale therefor, which Site Designs shall thereupon be the sole property of the City, free of all claims or interests of Developer or any other person; and which the City may use, grant, license or otherwise dispose of to any person for development of the Site or any other purpose. To secure the obligations set forth in this Section and as a condition precedent to the first disbursement of the Acquisition Loan funds, Developer shall execute and cause its architect and contractor, as the case may be, and shall deliver to the City an Assignment of Agreements, Plans, Specifications and Entitlements substantially in the form of the instrument attached to this Agreement as **Exhibit I to Part I of Exhibits.**

11.18 Applicable Law.

- A. This Agreement shall be interpreted under and pursuant to the laws of the State of California. The Developer shall carry out the administration of this Agreement and the construction and operation of the Project, in conformity with all applicable laws, to the extent they may apply, including, but not limited to the following applicable federal and state laws, as may be amended from time to time:
1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §3601, *et seq* and implementing regulations at 24 C.F.R. Part 100, *et seq*, including, without limit, the design and construction requirements set forth in 42 U.S.C. §3604(f)(3) and the corresponding rules of HUD.
  2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
  3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4)(Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 C.F.R. Part 1; and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Developer, to take reasonable steps to insure meaningful access to its programs and activities by persons with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13.
  4. Title VII of the Civil Rights Act of 1964, as amended by the Equal

Employment Opportunity Act of 1972, 42 U.S.C. 2000e.

5. Title IX of the Education Amendments of 1972, as amended (20 USC §1681-§1683, and §1685-§1686).
6. Drug Abuse Office and Treatment Act of 1972, P.L. 92-255, as amended, relating to nondiscrimination on the basis of drug abuse.
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616 as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
8. Public Health Service Act of 1912, 42 USC 290 dd-3 and 290 ee-3, as amended, relating to confidentiality of alcohol and drug abuse patient records.
9. Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233
10. The Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and implementing regulations at 24 CFR Part 146.
11. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8, including the design and construction requirements of the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40 or any other applicable or successor design and construction requirements.
12. Architectural Barriers Act of 1968, 42 U.S.C. 4151-4157.
13. Americans With Disabilities Act 42, U.S.C. 12101 *et seq.*, its implementing regulations at 28 CFR Part 35, and the Americans with Disabilities Amendments (ADAAA) Pub. L. 110-325 and all subsequent amendments, including the 2010 Standards for Accessible Design as defined in 28 C.F.R. § 35.104 and as applied to public entities (excluding any elevator exceptions).
14. Alternative Accessibility Standard for new construction per HUD's Notice at 79 Fed. Reg. 29,671 (May 23, 2014).



15. Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4826 and implementing regulations at 24 CFR Part 35.
16. Executive Order 12372 and implementing regulations at 24 CFR Part 52.
17. Flood Disaster Act of 1973, 42 U.S.C. 4001, *et seq.*
18. Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271, *et seq.*
19. Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*
20. Drug Free Workplace Act of 1988, 41 U.S.C. 701 *et seq.* and HUD's implementing regulations at 2 C.F.R. part 2429; 28 C.F.R. Part 83; California Drug-Free Workplace Act of 1990, California Government Code Section 8350-8357.
21. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. 4601, *et seq.* and 24 CFR Part 42.
22. Office of Management and Budget ("OMB") Circulars: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), and as codified in 2 CFR part 200 and 2 CFR part 2400.
23. Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328
24. Copeland Act, 40 U.S.C. 276c and 18 U.S.C. 874
25. Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333.
26. Federal Fair Labor Standards Act, 29 U.S.C. 201
27. Pursuant to California Government Code Section 16645, *et seq.*, none of the funds shall be used to promote or deter Union/Labor organizing activities.
28. California Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et seq.* and specifically Sections 11165.7,

11165.9, and 11166.

29. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, EO 11593, and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469A-1 *et seq.*
  30. Project requirements in 92 C.F.R. Part 92, Subpart F, as applicable in accordance with the type of project assisted under HOME Funds.
  31. The Housing and Community Development Act of 1974, 42 U.S.C. 5301, *et seq.*
  32. Uniform Administrative requirements in 24 C.F.R. Part 84 and as described in OMB Circular A-122.
  33. Community Housing Development Organization requirements in 24 C.F.R. Sections 92.300, 92.301 and 92.303.
  34. Eligible Community Development Block Grant Program activities under 24 C.F.R. Sections 570.200-570.207.
  35. Measure JJJ of the November 8, 2016 Los Angeles City Special Municipal Election, Section 5 Affordable Housing and Good Jobs (to be codified in Sections 11.5.11 of the Los Angeles Municipal Code and Section 5.522 of the Los Angeles Administrative Code).
- B. Developer must comply with Public Law 103-227, Part C—Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), if applicable. This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or indirectly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds and portions of facilities used for inpatient drug and alcohol treatment. Developer further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.
- C. Developer acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal



actions to recover payments, and civil penalties of up to \$10,000 per false claims.

- D. The Developer shall carry out the construction and operation of the Project in conformity with all applicable laws and the requirements of the City, including all applicable federal, state and local labor standards. The Developer shall be responsible for complying with all applicable City, County and State building codes, and planning and zoning requirements, and shall take all necessary steps so that the development of the Property and the construction, use, operation, and maintenance of the Project thereon in accordance with the provisions of this Loan Agreement shall be in conformity with applicable zoning and General Plan requirements, and that all applicable environmental mitigation measures and other requirements shall have been complied with.

#### 11.19 Severability.

If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

#### 11.20 Binding Upon Successors; Covenants to Run With Land.

a. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties; provided, however, that there shall be no Transfer except as permitted in Article 8. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

b. The terms of this Agreement shall run with the land, and shall bind all successors in title to the Site until the termination of this Agreement, except that the provisions of this Agreement that are specified to survive termination of this Agreement shall run with the land in perpetuity and remain in full force and effect following such termination. Every contract, deed, or other instrument hereafter executed covering or conveying the Site or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases the Site or the applicable portion of the Site from the requirements of this Agreement.

#### 11.21 Effectiveness of Agreement.

This Agreement is dated for convenience only and shall only become effective on the Effective Date.

#### 11.22 Amendments.

Any amendments or modifications to this Agreement must be in writing, and shall be made only if properly executed by the authorized representatives of all Parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any terms and conditions of this Agreement. The Developer agrees to comply with all future City Directives or any rules, amendments, or requirements promulgated by the City affecting this Agreement.

#### 11.23 Police Power.

Nothing contained herein shall be deemed to limit, restrict, amend or modify, nor to constitute a waiver or release of, any ordinances, notices, orders, rules, regulations or requirements (now or hereafter enacted or adopted and/or as amended from time to time) of the City, its departments, commissions, agencies and boards and the officers thereof, including, without limitation, any redevelopment plan or general plan or any zoning ordinances, or any of City's duties, obligations, rights or remedies thereunder or pursuant thereto or the general police powers, rights, privileges and discretion of City in the furtherance of the public health, welfare and safety of the inhabitants thereof, including, without limitation, the right under law to make and implement independent judgments, decisions and/or acts with respect to planning, development and/or redevelopment matters (including, without limitation, approval or disapproval of plans and/or issuance or withholding of building permits) whether or not consistent with the provisions of this Agreement, any Exhibits attached hereto or any other documents contemplated hereby ("City Rules and Powers"). In the event of any conflict, inconsistency or contradiction between any terms, conditions or provisions of this Agreement, Exhibits or such other documents, on the one hand, and any such City Rules and Powers, on the other hand, the latter shall prevail and govern in each case. This Section shall be interpreted for the benefit of City.

#### 11.24 Brokers.

The City and Developer each represents that it has not engaged any broker, agent or finder in connection with this transaction. Developer agrees to defend (with counsel reasonably acceptable to the City), indemnify and hold the City and all of the City's Representatives harmless from and against any Losses and Liabilities with respect to such commissions based upon the alleged acts of Developer. The City agree to defend



(with counsel reasonably acceptable to the Developer), indemnify and hold Developer harmless from and against Losses and Liabilities with respect to such commissions based upon the alleged acts of the City. The indemnity obligations set forth in this Section shall survive the issuance of a Certificate of Occupancy by the City, repayment of the Acquisition Loan, reconveyance of the Acquisition Deed of Trust, termination of the Regulatory Agreement, withdrawal of the Notice of Affordability Restrictions, and the termination of this Agreement.

11.25 Submittals and Approvals.

Various submittals are required by the Developer pursuant to this Agreement. To the extent expressly provided by this Agreement, the City shall approve or disapprove certain submittals from Developer within specified timeframes.

11.26 Incorporation by Reference.

Each of the attachments and exhibits attached hereto as part of Part I of Exhibits, and/or delivered to Developer as part of Part II of Exhibits is incorporated herein by this reference as though fully set forth herein.

11.27 Counterparts.

This Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument. Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as an original ink signature. For the purposes of this Agreement, "electronic signature" is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and affect as the use of a manual signature, and "scanned signature" is a manual signature that has been placed on a document that has been scanned into an electronic record.

11.28 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters contained herein and supersedes any prior memoranda of understanding, negotiation agreement or commitment letter.

11.29 Approval Procedure.

Execution and delivery of this Agreement by Developer shall constitute Developer's offer to enter into this Agreement with the City. Following receipt of the executed Agreement, this Agreement shall not be effective unless approved by the City Council and Mayor, and executed by the LAHD General Manager or designee. This

Agreement must be authorized, executed and delivered by LAHD within seventy-five (75) calendar days after date of signature by Developer or Developer may withdraw its offer to enter into the Agreement upon written notice to the City. The effective date of this Agreement shall be the date when this Agreement has been executed by the City.

[Signatures appear on the following page]



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

For THE CITY OF LOS ANGELES  
Los Angeles Housing Department

By: \_\_\_\_\_  
DANIEL HUYNH  
Assistant General Manager

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO  
CITY ATTORNEY

By: \_\_\_\_\_  
Deputy City Attorney

Dated: \_\_\_\_\_

ATTEST:  
HOLLY WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

“DEVELOPER”

---



**ACKNOWLEDGEMENT OF RECEIPT OF  
PART II OF EXHIBITS**

The exhibits constituting Part II are Standard City Requirements which are set forth in a separate document, the receipt of which is hereby acknowledged by Developer.

Part II of Exhibits (Standard City Requirements):

1. City of Los Angeles Requirements and Checklist, with Attachments.
2. ADA Covenants.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**DISPOSITION AND DEVELOPMENT AGREEMENT**

**PART I OF EXHIBITS**

**[BEHIND THIS PAGE]**



**EXHIBIT A**

**CITY SITE MAP**

**[BEHIND THIS PAGE]**

**EXHIBIT B**

**LEGAL DESCRIPTION**

**[BEHIND THIS PAGE]**



**EXHIBIT C**  
**SCHEDULE OF PERFORMANCE**  
**[BEHIND THIS PAGE]**

**EXHIBIT D**

**SCOPE OF DEVELOPMENT**

**[BEHIND THIS PAGE]**



**EXHIBIT E**  
**PROJECT BUDGET**  
**[BEHIND THIS PAGE]**

**EXHIBIT F**

**FORM OF GRANT DEED**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution this Exhibit as a separate, stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The header and the footer should not have the Exhibit letter on them (for example, G-1, G-2, etc.).**



**EXHIBIT G**

**FORM OF ACQUISITION NOTE**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution this Exhibit as a separate, stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The header and the footer should not have the Exhibit letter on them (for example, G-1, G-2, etc.).**

**EXHIBIT H**

**FORM OF CITY LOAN DEED OF TRUST**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution and recording this Exhibit as a separate, stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The header and the footer should not have the Exhibit letter on them (for example, G-1, G-2, etc.).**

**EXHIBIT I**

**FORM OF ASSIGNMENT OF AGREEMENTS, PLANS, SPECIFICATIONS AND  
ENTITLEMENTS**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution this Exhibit as a separate,  
stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The  
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them (for example, G-1, G-2, etc.).**



**EXHIBIT J**

**FORM OF STATUTORY REQUEST FOR NOTICE**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution this Exhibit as a separate, stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The header and the footer should not have the Exhibit letter on them (for example, G-1, G-2, etc.).**

**EXHIBIT K**

**FORM OF REGULATORY AGREEMENT**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution this Exhibit as a separate, stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The header and the footer should not have the Exhibit letter on them (for example, G-1, G-2, etc.).**

**EXHIBIT L**

**FORM OF NOTICE OF AFFORDABILITY RESTRICTIONS**

**[BEHIND THIS PAGE]**

**You will need to prepare for execution this Exhibit as a separate, stand-alone version.**

**The execution copy should not have the word “Exhibit” on it. The header and the footer should not have the Exhibit letter on them (for example, G-1, G-2, etc.).**



**HUD REQUIREMENTS**

**(TO BE ATTACHED ONLY IF CRA/LA OR CITY ASSISTANCE DERIVES FROM A  
PROGRAM OF THE U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT)**

**BEHIND THIS PAGE**

## **PART II OF EXHIBITS – CITY CONTRACTING REQUIREMENTS**

### **1. CITY CONSTRUCTION LOCAL HIRE PROGRAM**

**(TO BE ATTACHED ONLY IF A CONSTRUCTION LOCAL HIRE PROGRAM APPLIES. LOCAL HIRE PROGRAM APPLIES ONLY IF (A) CITY ASSISTANCE IS BETWEEN \$500,000 AND \$1,000,000; OR (B) CITY ASSISTANCE IS \$1,000,000 OR MORE AND CONSTRUCTION CAREERS AND PROJECT STABILIZATION POLICY DOES NOT APPLY)**

### **2. CITY IN-PLACE REHABILITATION PROCEDURES**

**(TO BE ATTACHED ONLY IF AGREEMENT INVOLVES REHABILITATION OF EXISTING HOUSING WITH tenants IN PLACE)**

### **3. CITY HEALTHY NEIGHBORHOODS POLICY**

**(TO BE ATTACHED ONLY IF CITY COUNCIL APPROVES AMENDED HEALTHY NEIGHBORHOODS POLICY AND THEN ONLY IF CITY ASSISTANCE EXCEEDS \$1 MILLION AND THE PROJECT CONTAINS 50 OR MORE RESIDENTIAL UNITS OR 50,000 SQUARE FEET OF NON-RESIDENTIAL FLOOR AREA, OR IF THE PARTIES OTHERWISE AGREE TO LEED CERTIFICATION)**

**[BEHIND THIS PAGE]**

**PART II OF EXHIBITS**

**EXHIBIT 2**

**ACCESSIBILITY COVENANTS**

**[BEHIND THIS PAGE]**



**PART II OF EXHIBITS**

**EXHIBIT 3**

**MAYOR'S EXECUTIVE DIRECTIVE No. 26**

**Issue Date: December 21, 2012**

**City-wide Compliance with Federal and State Disability Laws**

**[Behind This Page]**

## **PART II OF EXHIBITS – EXHIBIT 4**

### **EXHIBIT 4**

The Instructions and Information on Complying with City Insurance Requirements (Form General 133) and the Required Insurance and Minimum Limits Sheet (Form General 146 ) are attached hereto to this Exhibit 4.

## **Attachment D**

### **STAFF REPORT**

**March 27, 2024**

**Rosa's Place  
(fwa Downtown's Women's Center Expansion)  
501 E. 5<sup>th</sup> Street  
Los Angeles, CA 90013  
New Construction  
Council District 14**

### **PROJECT DESCRIPTION**

Rosa's Place (formerly known as Downtown Women's Center Expansion), is a new construction, 98-unit permanent supportive housing project (Project) located in the Skid Row neighborhood of the City of Los Angeles. The project consists of 97 identical studio units serving individuals earning between 30% and 50% of Area Median Income (AMI) and one one-bedroom unrestricted manager's unit. The Project will serve homeless women and survivors of domestic violence. The site is located on one parcel of approximately 33,032 square feet in size and is currently used as a parking lot servicing the headquarters of the Downtown Women's Center, the developer and lead services provider of the proposed Project. Daylight Community Development and GTM Holdings are co-developers of the Project. The site is owned by the City of Los Angeles and will be conveyed via a Disposition and Development Agreement to DWC Campus, LP, the limited partnership and owner of the proposed Project.

The Project will consist of one seven-story building with five stories of Type V-A construction over a two-story podium at grade. Project amenities include 10,000 square feet of community space on the ground floor, offices for supportive services and property management staff, a learning center, 60 parking spaces in a subterranean parking garage, bicycle parking and a second-floor open-air courtyard. The units will include full kitchens and bathrooms and a full suite of furniture including a bed, built-in dining room table and desk, bedside tables, chairs and a couch.

All ninety-seven (97) special needs units will be subsidized by Project Based Section 8 Vouchers from the Housing Authority of the City of Los Angeles. In addition, the Los Angeles County Department of Health Services is providing approximately \$523,800 annually in Measure H funds to fund supportive services. Downtown Women's Center will be the on-site lead services provider for all units.

### **BORROWER AND PROPOSED OWNERSHIP STRUCTURE**

The ownership structure is a limited partnership: DWC Campus, LP, consisting of DWC SP2 LLC serving as managing general partner, which is owned by the Downtown Women's Center. The Co-Administrative General Partners include GTM DWC AGP, LLC (owned by GTM Holdings), and Daylight San Pedro LLC (owned by Daylight Community Development). The Downtown Women's Center, Daylight and GTM Holdings will act as co-developers of the Project.



The long-term ownership structure will consist of the following:

DC SP2 LLC, as Co- Managing General Partner (9.99%)  
Daylight San Pedro, LLC, Administrative General Partner (45%)  
GTM DWC AGP, LLC, Administrative General Partner (45%)  
TBD, as Investor Limited Partner (0.01%)

## PROJECT FINANCE SUMMARY

Rosa's Place was admitted to the City's Affordable Managed Pipeline under LAHD's Notice of Funding Availability in 2022. The proposed financing sources include a tax-exempt construction loan of \$36,500,000 and a \$25,248,160 taxable construction loan. The Project's permanent sources include a private loan from Apple and funding from HCD's Affordable Housing Sustainable Communities (AHSC) and Infill Infrastructure Grant (IIG) Programs.

## CONSTRUCTION FUNDING SOURCES

Construction	Total Sources	Per Unit	% Total
Construction Loan - Tax Exempt	\$36,500,000	\$372,449	45%
Construction Loan - Taxable	\$25,248,274	\$257,635	31%
Land Contribution City of LA	\$6,565,000	\$66,990	8%
LAHD - HOME	\$7,785,104	\$79,440	10%
Deferred Fee	\$1,250,000	\$12,755	2%
Deferred Costs	\$500,000	\$5,102	1%
Federal Tax Credit Equity	\$2,757,586	\$28,139	3%
<b>TOTAL</b>	<b>\$80,605,964</b>	<b>\$822,510</b>	<b>100%</b>

## PERMANENT FUNDING SOURCES

Permanent	Total Sources	Per Unit	% Total
Land Contribution City of LA	\$6,565,000	\$66,990	8%
Apple Perm Loan	\$8,100,000	\$82,653	10%
HCD AHSC	\$26,500,000	\$270,408	33%
LAHD - HOME	\$7,785,104	\$79,440	10%
IIG Sponsor Loan	\$4,080,000	\$41,633	5%
Federal Tax Credit Equity	\$27,575,860	\$281,386	34%
<b>TOTAL</b>	<b>\$80,605,964</b>	<b>\$822,510</b>	<b>100%</b>

## USES OF FUNDS

Uses of Funds	Total Uses	Cost /unit	% Total
Acquisition	\$6,651,000	\$67,867	7%
Construction	\$50,997,225	\$520,380	61%
Soft Costs	\$10,414,920	\$106,275	17%
Financing Costs	\$10,042,819	\$102,478	12%
Developer Fee	\$2,500,000	\$25,510	3%
<b>TOTAL</b>	<b>\$80,605,964</b>	<b>\$822,510</b>	<b>100%</b>

## AFFORDABILITY STRUCTURE

Unit Type	30% AMI Units	50% AMI Units	Manager Unit	Total Units	LAHD Units
Studio	73	24		97	97
One Bed			1	1	
<b>Total</b>	<b>73</b>	<b>24</b>	<b>1</b>	<b>98</b>	<b>97</b>

## FUNDING RECOMMENDATION

The recommended HOME loan in the amount of \$7,785,104 represents \$79,440 per LAHD restricted unit, or approximately 10% of the total development cost.

## CONSTRUCTION TIMELINE

Construction is currently estimated to start in February 2025 and anticipated to be completed by July 2027.

Prepared by: Los Angeles Housing Department



# LOS ANGELES CITY PLANNING COMMISSION

200 North Spring Street, Room 272, Los Angeles, California, 90012-4801, (213) 978-1300  
[www.planning.lacity.org](http://www.planning.lacity.org)

## LETTER OF DETERMINATION

MAILING DATE: **OCT 26 2021**

Case No. **CPC-2021-2544-GPAJ-VZCJ-SPR-PSH-HCA**  
CEQA: ENV-2021-2545-SE  
Plan Area: Central City

Council District: 14 – de León

**Project Site:** 454 South San Pedro Street;  
501 East 5<sup>th</sup> Street, 511 East 5<sup>th</sup> Street

**Applicant:** Sonya Falcone, DWC Campus, LP  
Representative: Dana Sayles, AICP, ThreeSixty

At its meeting of **September 30, 2021**, the Los Angeles City Planning Commission took the actions below in conjunction with the approval of the following project:

Campus expansion of the existing Downtown Women's Center with the ground up construction, use, and maintenance of a seven-story, Permanent Supportive Housing development having a maximum height of 85 feet, 68,869 square feet of floor area, and approximately 10,034 square feet of open space. The Project includes one level of subterranean parking with 63 on-site automobile parking spaces and 81 bicycle parking spaces. The Project will also provide approximately 10,000 square feet of ground floor supportive services. The development will provide 97 restricted affordable studio units and one manager's unit for a total 98 units. As part of the project, five percent of the total units (five units) will be reserved for Extremely Low-Income households and six percent of the total units (six units) will be reserved for Very Low-Income households as determined by HCIDLA and the remaining 86 units will be reserved for Low-Income households as determined by HUD or Tax Credit Allocation Committee levels.

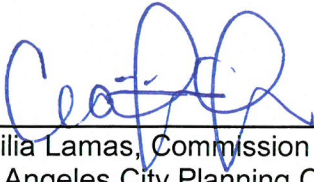
1. **Determined**, based on the whole of the administrative record, the Project is exempt from CEQA pursuant to Public Resources Code Section 21080.27(b)(1);
2. **Approved and recommended**, that the Mayor and City Council **adopt**, pursuant to Section 11.5.6 of the Los Angeles Municipal Code (LAMC), a General Plan Amendment from Light Manufacturing to Regional Center Commercial;
3. **Approved and recommended**, that the City Council **adopt**, pursuant to LAMC Section 12.32 F, a Vesting Zone Change from M2-2D to (T)(Q)C2-2D;
4. **Approved**, pursuant to LAMC Section 16.05, a Site Plan Review for a development project which creates or results in an increase of 50 or more dwelling units;
5. **Adopted** the attached Modified Conditions of Approval; and
6. **Adopted** the attached Findings.

The vote proceeded as follows:

Moved: Dake Wilson  
Second: Choe  
Ayes: Campbell, Hornstock, Leung, López-Ledesma, Mack, Millman, Perlman

**Vote: 9 – 0**





Cecilia Lamas, Commission Executive Assistant  
Los Angeles City Planning Commission

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

**Effective Date/Appeals:** The decision of the Los Angeles City Planning Commission as it relates to the General Plan Amendment is final. The Zone Change is appealable by the Applicant only, if disapproved in whole or in part by the Commission. The Applicant may file an appeal within 20 days after the mailing date of this determination letter. All remaining actions are appealable to City Council within 20 days after the mailing date of this determination letter. Any appeal not filed within the 20-day period shall not be considered by the Council. All appeals shall be filed on forms provided at the Planning Department's Development Service Centers located at: 201 North Figueroa Street, Fourth Floor, Los Angeles; 6262 Van Nuys Boulevard, Suite 251, Van Nuys; or 1828 Sawtelle Boulevard, West Los Angeles.

**FINAL APPEAL DATE: NOV 15 2021**

Notice: An appeal of the CEQA clearance for the Project pursuant to Public Resources Code Section 21151(c) is only available if the Determination of the non-elected decision-making body (e.g., ZA, AA, APC, CPC) **is not further appealable** and the decision is final.

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

Attachments: Zone Change Ordinance, Maps, Modified Conditions of Approval, Findings, Resolution, Interim Appeal Filing Procedures

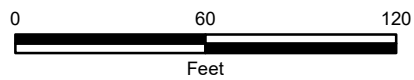
c: Heather Bleemers, Senior City Planner  
Oliver Netburn, City Planner  
Obiamaka Ude, Planning Assistant

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Section 12.04 of the Los Angeles Municipal Code by amending the zoning map.

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

Section 1. Section 12.04 of the Los Angeles Municipal Code is hereby amended by changing the zone and zone boundaries shown upon a portion of the zone map attached thereto and made a part of Article 2, Chapter 1 of the Los Angeles Municipal Code, so that such portion of the zoning map shall be as follows:

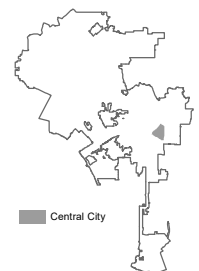


CPC-2021-2544-GPAJ-VZCJ-SPR-PSH-HCA

AA/Cf

101521

City of Los Angeles



Central City



## (Q) QUALIFIED CONDITIONS

Pursuant to Section 12.32 G of the Municipal Code, the following limitations are hereby imposed upon the use of the subject property, subject to the “Q” Qualified classification.

1. **Site Plan.** The use and development of the subject property shall be in substantial conformance with the site plan labeled Exhibit “A” dated September 17, 2021. Prior to the issuance of building permits, detailed development plans including a site plan illustrating elevations, facades, and architectural treatment, and a landscape/irrigation plan shall be submitted for review and approval by the Department of City Planning. The plans shall comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Residential Density.** The project shall be limited to a maximum of 98 dwelling units.
3. **On-site Restricted Affordable Units.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing and Community Investment Department (HCIDLA) to make a minimum of five (5) percent of the dwelling units available to Extremely Low Income households and 20 percent available to Low Income Households as defined by LAMC Section 11.5.11(a)(1)(iii). All restricted affordable units shall be available for a minimum period of 55 years. The applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file. The project shall comply with the Guidelines for the Affordable Housing Incentives Program adopted by the City Planning Commission and with any monitoring requirements established by the HCIDLA.
4. **Changes in Restricted Units.** Deviations that change the composition of units shall be consistent with LAMC Section 11.5.11(a)(3).
5. **Parking.**
  - a. **Automobile Parking.** Automobile parking shall be provided consistent with Government Code Section 65915.
  - b. **Unbundling.** Required parking may be sold or rented separately from the units, with the exception of all Restricted Affordable Units which shall include any required parking in the base rent or sales price, as verified by HCIDLA.
  - c. **Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC Section 12.21-A,16.
6. **Labor Requirement.** The applicant shall confer with Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, and shall provide the following to the Department of City Planning:
  - a. A signed Preconstruction Checklist Agreement between the applicant and the Bureau of Contract Administration (maintained in the case file), prior to clearing any Building Permit, which covers the following:
    - i. **Licenses.** All building and construction work on the project will be performed at all tiers by contractors that are licensed by the State of California and the City of Los Angeles. The project will employ only construction workers that possess all

licenses and certifications required by the State of California and the City of Los Angeles.

- ii. **Local Hire.** At least 30% of all respective workforces' construction workers' hours of Project Work will be performed by permanent residents of the City of Los Angeles. Of these, at least 10% of all their respective workforces' construction workers' hours of Project Work shall be performed by Transitional Workers whose primary place of residence is within a 5-mile radius of the covered project. If such minimums are not met, evidence of a good faith effort to solicit such local workers shall be evidenced.
  - iii. **Wages.** The project will pay construction workers performing Project Work hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code.
  - iv. **Training.** At least 60% of construction workforces employed on the project will be:
    - (1) Workers who graduated from a Joint Labor Management apprenticeship training program approved by the State of California.
    - (2) Alternatively, workers employed that have minimum hours of on-the-job experience in the applicable craft which would be required to graduate from such a state-approved apprenticeship training program.
    - (3) Workers who are registered apprentices in an apprenticeship training program approved by the State of California or an out-of-state, federally approved apprenticeship program.
  - v. **Bond.** A Bond may be required to ensure compliance.
- b. After the project has completed construction, and prior to any Certificate of Occupancy, a signed report from the Bureau of Contract Administration that indicates compliance with the above licenses, local hire, wages and training requirements shall be added to the case file.
7. **Qualified Permanent Supportive Housing.** A minimum of 97 units shall be occupied by the Target Population, as defined by Section 50675.14 of the Health and Safety Code.
8. **Supportive Services Plan.** The applicant shall submit a plan for providing supportive services, to the satisfaction of the Department of City Planning, with documentation demonstrating that supportive services will be provided onsite to residents in the project. The description of those services shall include all of the following:
- a. The name of the proposed entity or entities that will provide supportive services.
  - b. The funding sources or proposed funding sources for the onsite supportive services.
  - c. Proposed staffing levels.
9. **Onsite Supportive Services.** At least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens. The project will provide a minimum of 10,000 square feet of case management services, as provided in Exhibit "A".

## **CONDITIONS FOR EFFECTUATING (T) TENTATIVE CLASSIFICATION REMOVAL**

Pursuant to Section 12.32 G of the Municipal Code, the (T) or [T] Tentative Classification shall be removed by the recordation of a final parcel or tract map or by posting of guarantees through the B-permit process of the City Engineer to secure the following without expense to the City of Los Angeles, with copies of any approval or guarantees provided to the Department of City Planning for attachment to the subject planning case file.

1. As part of early consultation, plan review, and/or project permit review, the applicant/developer shall contact the responsible agencies to ensure that any necessary dedications and improvements are specifically acknowledged by the applicant/developer.
2. Bureau of Engineering. Prior to the issuance of sign-offs for final site plan approval and/or project permits by the Department of City Planning, the applicant/developer shall provide written verification to the Department of City Planning from the responsible agency acknowledging the agency's consultation with the applicant/developer. The required dedications and improvements may necessitate redesign of the project. Any changes to the project design required by a public agency shall be documented in writing and submitted for review by the Department of City Planning.

a. Dedication Required.

- (1) San Pedro Street (Avenue II) – No dedication shall be required.
- (2) 5<sup>th</sup> Street (Avenue II) – No dedication shall be required.
- (3) Corner Dedication - A 20-foot radius property line return or a 15-foot and 15-foot corner cut at the intersection of San Pedro Street and 5<sup>th</sup> Street. The cut corner dedication shall be limited to a height of 15 feet above finished sidewalk.

b. Improvement Required.

- (1) San Pedro Street – Construct additional concrete sidewalk in the dedicated area including in the area of the corner cut or property radius line return. Repair and replace any damaged, cracked or off-grade concrete curb, gutter, sidewalk and asphalt concrete pavement along the property frontage. Reconstruct all existing curb ramps at the intersection of 5<sup>th</sup> Street per BOE's standards and as required under BOE Special Order 01-1020. Close all unused driveways with full-height curb, gutter and full-width concrete sidewalk. All new proposed driveways shall require LADOT's approval.
- (2) 5<sup>th</sup> Street – Construct suitable surfacing to join the existing improvements to provide a 28-foot half roadway with asphalt concrete pavement, integral concrete curb and a full-width concrete sidewalk. Reconstruct all curb ramps at intersection with San Pedro Street to BOE's standards plan and Special Order 01-1020. All new proposed driveways shall require LADOT's approval. These improvements should suitably transition to join the existing improvements.

Notes:

Broken curb and/or gutter includes segments within existing score lines that are depressed or upraised by more than ¼ inch from the surrounding concrete work or are separated from the main body of the concrete piece by a crack through the entire vertical segment and greater than 1/8 inch at the surface of the section.



Non-ADA compliant sidewalk shall include any sidewalk that has a cross slope that exceeds 2% and/or is depressed or upraised by more than ¼ inch from the surrounding concrete work or has full concrete depth cracks that have separations greater than 1/8 inch at the surface. The sidewalk also includes that portion of the pedestrian path of travel across a driveway.

All new sidewalk curb and gutter shall conform to the Bureau of Engineering Standard Plans S410-2, S440-4, S442-5 and S444-0.

Install tree wells with root barriers and plant street trees satisfactory to the City Engineer and the Urban Forestry Division of the Bureau of Street Services. Some tree removal in conjunction with the street improvement project may require Board of Public Works approval. The applicant should contact the Urban Forestry Division for further information (213) 847-3077.

Trees: That Board of Public Works approval shall be obtained prior to the issuance of the Certificate of Occupancy of the development project for the removal of any tree in the existing or proposed public right-of-way. The Bureau of Street Services, Urban Forestry Division is the lead agency for obtaining Board of Public Works approval for the removal of such trees.

Notes: Street lighting and street light relocation will be required satisfactory to the Bureau of Street Lighting (213) 847-1551.

Department of Transportation may have additional requirements for dedication and improvements.

Refer to the Department of Water and Power regarding power pole (213) 367-2715.

Refer to the Fire Department regarding fire hydrants (213) 482-6543.

Refer to the Department of Transportation regarding any conflicts with traffic signals, signs, parking spaces, meters or traffic control devices (213) 482-7024.

- (3) Roof drainage and surface run-off from the property shall be collected and treated at the site and drained to the streets through drain pipes constructed under the sidewalk or through curb drains connected to the catch basins.
- (4) Catch basins exist in 5<sup>th</sup> Street and San Pedro Street. Relocate catch basins per B-Permit plan check requirements.
- (5) Sewer lines exist in San Pedro Street and 5<sup>th</sup> Street. Extension of the house connection laterals to the new property line may be required. All Sewerage Facilities Charges and Bonded Sewer Fees are to be paid prior to obtaining a building permit.
- (6) Submit a request to the Bureau of Engineering Central District public counter to verify that the existing sewer lines have the capacity to handle the additional flow that will be generated by the proposed project.
- (7) No portion of the proposed building shall encroach below and into the public right-of-way.

- (8) Submit shoring and lateral support plans to the BOE Central District Office - Excavation Counter for review and approval prior to excavating adjacent to the public right-of-way.
- (9) Submit parking area and driveway plans to the Central District Office of the Bureau of Engineering and the Department of Transportation for review and approval.

Any questions regarding this report may be directed to Quyen Phan or BOE staff at (213) 808-8604.

2. Department of Transportation

- a. **Development Review Fees.** Section 19.15 of the LAMC identifies specific fees for traffic study review, condition clearance, and permit issuance. The applicant shall comply with any applicable fees per this ordinance.

3. Bureau of Street Lighting.

- a. Prior to the recordation of the final map or issuance of the Certificate of Occupancy (C of O), street lighting improvement plans shall be submitted for review and the owner shall provide a good faith effort via a ballot process for the formation or annexation of the property within the boundary of the development in a Street Lighting Maintenance Assessment District.
- b. Construct new pedestrian lights: two (2) on San Pedro St. and two (2) on 5<sup>th</sup> St. If street widening per BOE improvement conditions, relocate and upgrade street lights, two (2) on 5<sup>th</sup> St. and one (1) on San Pedro St.

Notes:

The quantity of street lights identified may be modified slightly during the plan check process based on illumination calculations and equipment selection.

Conditions set: 1) in compliance with a Specific Plan, 2) by LADOT, or 3) by other legal instrument excluding the Bureau of Engineering condition, requiring an improvement that will change the geometrics of the public roadway or driveway apron may require additional or the reconstruction of street lighting improvements as part of that condition.

- 4. Urban Forestry. Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Urban Forestry Division of the Bureau of Street Services. Parkway tree removals shall be replanted at a 2:1 ratio. All street tree plantings shall be brought up to current standards. When the City has previously been paid for tree plantings, the sub divider or contractor shall notify the Urban Forestry Division at: (213) 847-3077 upon completion of construction to expedite tree planting.

Note:

Removal or planting of any tree in the public right-of-way requires approval of the Board of Public Works. Contact Urban Forestry Division at: (213) 847-3077 for permit information. CEQA document must address parkway tree removals.

5. Fire Department. Prior to the issuance of building permit, a plot plan shall be submitted to the Fire Department for approval. The project shall comply with the conditions noted in the letter dated May 17, 2021 from the Fire Department.
6. Department of Recreation and Parks. Prior to the issuance of building permit, a dedication of land shall be made or assured or a payment in lieu thereof made or guaranteed to the satisfaction of the Department of Recreation and Parks, as required pursuant to LAMC Section 12.33.



## CONDITIONS OF APPROVAL

(As modified by the City Planning Commission at its meeting on September 30, 2021)

Pursuant to Section 16.05 of the Los Angeles Municipal Code, the following conditions are hereby imposed upon the use of the subject property:

### A. Development Conditions

1. **Site Development.** The use and development of the subject property shall be in substantial conformance with the site plan labeled Exhibit "A" dated September 17, 2021. Prior to the issuance of building permits, detailed development plans including a site plan illustrating elevations, facades, and architectural treatment, and a landscape/irrigation plan shall be submitted for review and approval by the Department of City Planning. The plans shall comply with provisions of the Municipal Code, the subject conditions, and the intent of the subject permit authorization.
2. **Landscaping.**
  - a. **Tree Requirement.** The project shall provide at least the minimum number of trees on-site to comply with the landscape requirement (LAMC Section 12.21 G(a)(3)). Pursuant to Ordinance No. 179,884, trees may not be less than 24-inch box in size and shall be planted within open space areas.
  - b. **Soil Depths.** The project shall conform with the minimum soil depth and volume requirements for trees and other plants as outlined in the Soil Depths Design Resource published by the Los Angeles City Planning Urban Design Studio.
  - c. Landscaping shall be provided in substantial conformance with the Landscaped Plan stamped as "Exhibit A." The Plant Palette shall substantially conform to the Plant Palette provided in the Landscape Plan stamped as "Exhibit A." Deviations from the Plant Palette shall be permitted so long as the revised Palette complies with the landscaping requirements of the Urban Design Studio Soil Depths Design Resource to the extent feasible.
3. **Parking.**
  - a. The project shall include at least 30 percent of the total number of automobile parking spaces provided as capable of supporting future electric vehicle supply equipment (EVSE). The project shall equip at least 10 percent of the total number of automobile parking spaces provided with electric vehicle charging stations to immediately accommodate electric vehicles within the parking area. Plans shall indicate the proposed type and location(s) of EVSE and also include raceway method(s), wiring schematics, and electrical calculations to verify that the electrical system has sufficient capacity to simultaneously charge all electric vehicles at all designated EV charging locations at their full rated amperage. Plan design shall be based upon Level 2 or greater EVSE at its maximum operating capacity. The number of parking spaces shall be rounded up when the application of the 30 percent and the 10 percent results in a fraction. A label stating "EVCAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.
4. **Sustainability.**

- a. The project shall comply with the Los Angeles Municipal Green Building Code, Section 99.05.211, to the satisfaction of the Department of Building and Safety.
5. **Mechanical Equipment.** Mechanical equipment shall be either screened from public view or the equipment itself shall be integrated with the architectural design of the building.
6. **Roof Structures.** Any structures on the roof, such as air conditioning units and other equipment, shall be fully screened from view of any abutting properties.
7. **Trash/Recycling Area.** Details shall be provided on the location of a common trash and recycling area, method of enclosure, and design and material of enclosure at the time of final plan sign off. The trash and recycling areas shall be secured with an enclosure that fully screens the view of the trash and recycling area from public streets or be located on within the on-site parking garage.
8. **Construction.**
  - a. The project contractor shall use power construction equipment with state-of-the-art noise shielding and muffling devices. On-site power generators shall either be plug-in electric or solar powered.
  - b. Notwithstanding the provisions of LAMC Section 14.4.17, no signs shall be permitted on construction fencing except for those signs required by the Department of Building and Safety or other Department, Bureau, or Agency.
9. **Lighting.** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties, the public right-of-way, nor from above.

## **B. Administrative Conditions**

10. **Approvals, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, reviews or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning for placement in the subject file.
11. **Code Compliance.** All area, height and use regulations of the zone classification of the subject property shall be complied with, except wherein these conditions explicitly allow otherwise.
12. **Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all the information contained in these conditions shall be recorded in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent property owners, heirs or assign. The agreement must be submitted to the Department of City Planning for approval before being recorded. After recordation, a copy bearing the Recorder's number and date shall be provided to the Department of City Planning for attachment to the file.
13. **Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.
14. **Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or

the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.

15. **Building Plans.** A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
16. **Corrective Conditions.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the City Planning Commission, or the Director pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if, in the Commission's or Director's opinion, such conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.
17. **Expedited Processing Section.** Prior to the clearance of any conditions, the applicant shall show proof that all fees have been paid to the Department of City Planning, Expedited Processing Section.

**18. INDEMNIFICATION AND REIMBURSEMENT OF LITIGATION COSTS.**

Applicant shall do all of the following:

- a. Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.
- b. Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.
- c. Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$50,000. The City's failure to notice or collect the deposit does not relieve the applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- d. Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (b).
- e. If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.



The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions include actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the applicant otherwise created by this condition.

## FINDINGS

### **General Plan/Charter Findings (Charter Sections 555, 556, and 558)**

- 1. Charter Section 555: The General Plan may be amended in its entirety, by subject elements or parts of subject elements, or by geographic areas, provided that the part or area involved has significant social, economic, or physical identity.**

The project site is located on the northeastern corner of the intersection of San Pedro Street and 5th Street abutting the existing Downtown Women's Center. The building frontage is located along San Pedro Street. The proposed project is the expansion of the existing Downtown Women's Center campus and includes the construction, use, and maintenance of a seven-story, 98-unit, 100% affordable, Permanent Supportive Housing development. The project site is in Skid Row in Downtown Los Angeles, an area constituting a major hub of the City's homeless population. The site is in the vicinity of several supportive housing developments and homeless resource service providers. The project will provide 97 restricted affordable studio units for those experiencing homelessness and other targeted populations. The project will enable the expansion of affordable housing and supportive services needed by future residents and the wider community in the area. Therefore, the project site and immediate vicinity represent a significant social, economic, and physical identity, and the request to amend the General Plan is appropriate and will improve this geographic area.

- 2. Charter Section 556. The action is in substantial conformance with the purposes, intent and provisions of the General Plan.**

- a. General Plan Land Use Designation.** The subject property is located within the Central City Community Plan, last updated and adopted by the City Council on January 8, 2003. The existing Plan designates the subject property for Light Manufacturing land uses, corresponding to the MR and M2 Zones. The General Plan Amendment to Regional Center Commercial corresponds to the CR, C1.5, C2, C4, C5, R3, R4, R5, RAS3 and RAS4 Zones. Therefore, the Zone Change to (T)(Q)C2-2D would be consistent with the land use designation and with the Central City Community Plan.

- b. Central City Community Plan.** The proposed project conforms to the following objectives and policies of Community Plan:

**Objective 1-2:** To increase the range of housing choices available to Downtown employees and residents.

**Objective 1-3:** To foster residential development which can accommodate a full range of incomes.

**Policies 1-3.1:** Encourage a cluster neighborhood design comprised of housing and services.

**Objective 1-5:** To preserve the existing low-income housing stock, including single room occupancy (SRO) units.

**Policy 1-5.2:** Monitor the supply of low-income housing stock to guard against loss of units through demolition, conversion, and deterioration of units.

**Objective 9.1:** To address the problems of the homeless population by creating a mix of policies, services and facilities that better serve their needs.

**Policy 9-1.1:** Preserve the existing affordable housing stock through rehabilitation and develop new affordable housing options.

**Objective 9.2:** To provide the requisite services, housing opportunities, and community environments to allow the homeless to rejoin the workforce and lead more productive lives.

**Policy 9-2.1:** Establish a physical infrastructure capable of supporting a variety of human services, employment, residential and recreational opportunities for Central City East and other Downtown residents.

**Policy 9-2.2:** Provide opportunities for daytime activities for the neighborhood including day centers, job-training centers, libraries, etc. Provide programmed and managed open spaces for recreational, cultural and survival needs including restroom and storage facilities.

The General Plan Amendment to the Regional Center Commercial land use designation, along with the Zone Change to the (T)(Q)C2-2D Zone would permit the construct of the proposed 98-unit Permanent Supportive Housing development, which otherwise would not be permitted, and thereby increases the range of housing choices for low-income residents. The project, which is an expansion of the Downtown Women's Center (DWC), includes facilities to provide support and resources to women experiencing homelessness and domestic violence survivors within the development and throughout the region. Lastly, the 97 income-restricted units will add to the existing low-income housing stock and guard against the loss of such units.

The site is located within the Skid Row neighborhood in Downtown Los Angeles which is an area characterized by a large population of unhoused Angelenos. The DWC is one of several service organizations in the surrounding area providing support and resources to people experiencing homelessness and domestic violence survivors. The General Plan Amendment to the Regional Center Commercial land use designation, along with the Zone Change to the (T)(Q)C2-2D Zone enables the DWC to better address the needs of the homeless population with expanded facilities. With the increased facilities, the DWC will have the physical infrastructure necessary to provide the requisite services, housing opportunities, and community environments to allow the homeless to rejoin the workforce and lead more productive lives. Future residents of the Downtown Women's Center Campus live on fixed incomes and also rely heavily on local health services. The model of the housing provides dignified and safe housing with holistic services to intervene in the circumstances that lead to homelessness and decrease dependence on local resources such as hospitals, jails, and psychiatric institutions. The project contributes to the effort to alleviate the housing crisis amongst the populations most vulnerable to experiencing homelessness. The ground floor supportive services are designed in a manner that safeguards the privacy of the residents while receiving care. Shielded windows provide for a pedestrian-friendly experience at street level while screening the activity within the offices.

Therefore, the General Plan Amendment to the Regional Center Commercial land use designation and the Zone Change to the (T)(Q)C2-2D Zone is in substantial conformance with the purposes, intent and provisions of the Central City Community Plan.

- c. **Framework Element.** The Framework Element of the General Plan was adopted by the City of Los Angeles in December 1996 and re-adopted in August 2001. The Framework



Element provides guidance regarding policy issues for the entire city of Los Angeles, including the Project Site. It also sets forth a Citywide comprehensive long-range growth strategy and defines Citywide policies regarding such issues as land use, housing, urban form, neighborhood design, open space, economic development, transportation, infrastructure, and public services. The Framework Element includes the following goals, objectives and policies relevant to the current request

**GOAL 3A:** A physically balanced distribution of land uses that contributes towards and facilitates the City's long-term fiscal and economic viability, revitalization of economically depressed areas, conservation of existing residential neighborhoods, equitable distribution of public resources, conservation of natural resources, provision of adequate infrastructure and public services, reduction of traffic congestion and improvement of air quality, enhancement of recreation and open space opportunities, assurance of environmental justice and a healthful living environment, and achievement of the vision for a more liveable city.

**Objective 3.1:** Accommodate a diversity of uses that support the needs of the City's existing and future residents, businesses, and visitors.

**Policy 3.1.4:** Accommodate new development in accordance with land use and density provisions of the General Plan Framework Long-Range Land Use Diagram and Table 3-1.

**Policy 3.1.5:** Identify areas on the Long-Range Land Use Diagram and in the community plans sufficient for the development of a diversity of uses that serve the needs of existing and future residents (housing, employment, retail, entertainment, cultural/institutional, educational, health, services, recreation, and similar uses), provide job opportunities, and support visitors and tourism.

**Objective 3.2:** Provide for the spatial distribution of development that promotes an improved quality of life by facilitating a reduction of vehicular trips, vehicle miles traveled, and air pollution.

**Policy 3.2.1:** Provide a pattern of development consisting of distinct districts, centers, boulevards, and neighborhoods that are differentiated by their functional role, scale, and character. This shall be accomplished by considering factors such as the existing concentrations of use, community-oriented activity centers that currently or potentially service adjacent neighborhoods, and existing or potential public transit corridors and stations.

**Policy 3.2.2:** Establish, through the Framework Long-Range Land Use Diagram, community plans, and other implementing tools, patterns and types of development that improve the integration of housing with commercial uses and the integration of public services and various densities of residential development within neighborhoods at appropriate locations.

**Objective 3.4:** Encourage new multi-family residential, retail commercial, and office development in the City's neighborhood districts, community, regional, and downtown centers as well as along

primary transit corridors/boulevards, while at the same time conserving existing neighborhoods and related districts.

**Policy 3.4.1:** Conserve existing stable residential neighborhoods and lower-intensity commercial districts and encourage the majority of new commercial and mixed-use (integrated commercial and residential) development to be located (a) in a network of neighborhood districts, community, regional, and downtown centers, (b) in proximity to rail and bus transit stations and corridors, and (c) along the City's major boulevards, referred to as districts, centers, and mixed-use boulevards, in accordance with the Framework Long-Range Land Use Diagram.

The General Plan Amendment to re-designate the subject property to Regional Center Commercial, along with the Zone Change to (T)(Q)C2-2D is consistent with the General Plan Framework Long-Range Land Use Diagram and Table 3-1 and allows for development of a new, seven-story, mixed-use, Permanent Supportive Housing development with 98 residential dwelling units and 10,000 square feet of social service floor area in an economically depressed area which will serve the needs of future residents and the public at-large, through the provision of on-site accessible health and human services. The project design addresses the issue of environmental justice and a healthful living environment by providing a safe and secure facility that avoids what could otherwise be an oppressive and isolated space through active and thoughtful outdoor open space. The expansion of the DWC and the services it provides to those in need contributes to and facilitates the City's long-term economic viability and vision for a more liveable city.

The project will provide housing and social services for women who live in and around the area, reducing the need of residents to travel outside the neighborhood for such housing and services, and thereby reducing vehicular trips and congestion around the site.

Additionally, the increased intensity of the project enables the city to conserve nearby existing stable residential neighborhoods and lower-intensity commercial districts by allowing controlled growth away from such neighborhoods and districts.

Therefore, the General Plan Amendment and Zone Change are consistent with the Distribution of Land Use goals, objectives and policies of the General Plan Framework Element.

**GOAL 3F:** Mixed-use centers that provide jobs, entertainment, culture, and serve the region.

**Objective 3.10:** Reinforce existing and encourage the development of new regional centers that accommodate a broad range of uses that serve, provide job opportunities, and are accessible to the region, are compatible with adjacent land uses, and are developed to enhance urban lifestyles.

**Policy 3.10.1:** Accommodate land uses that serve a regional market in areas designated as "Regional Center". Retail uses and services that support and are integrated with the primary uses shall be permitted. The range and densities/intensities of uses permitted in any area shall be identified in the community plans.

The General Plan Amendment to re-designate the subject property to Regional Commercial, along with the Zone and Height District Change to (T)(Q)C2-2D allows for the development of a mixed-use project that provides 98 dwelling units and 10,000 square feet of social service floor area, all within a transit-rich area.

Therefore, the Zone Change is consistent with the Regional Centers goals, objectives and policies of the General Plan Framework Element.

- d. Housing Element.** The proposed project conforms with the following relevant goals, objectives, and policies of the Housing Element of the General Plan:

**GOAL 1:** A City where housing production and preservation result in an adequate supply of ownership and rental housing that is safe, healthy and affordable to people of all income levels, races, ages, and suitable for their various needs.

**Objective 1.1:** Produce an adequate supply of rental and ownership housing in order to meet current and projected needs.

**Policy 1.1.2:** Expand affordable rental housing for all income groups that need assistance.

**Policy 1.1.3:** Facilitate new construction and preservation of a range of different housing types that address the particular needs of the city's households.

**GOAL 2:** A City in which housing helps to create safe, livable and sustainable neighborhoods.

**Objective 2.1:** Promote safety and health within neighborhoods.

**Objective 2.2:** Promote sustainable neighborhoods that have mixed-income housing, jobs, amenities, services and transit.

**Policy 2.2.5:** Provide sufficient services and amenities to support the planned population while preserving the neighborhood for those currently there.

**GOAL 4:** A City committed to preventing and ending homelessness

**Objective 4.1:** Provide an adequate supply of short-term and permanent housing and services throughout the City that are appropriate and meet the specific needs of all persons who are homeless or at risk of homelessness.

**Policy 4.1.3:** Provide permanent supportive housing options with services for homeless persons and persons/families at risk of homelessness to ensure that they remain housed and get the individualized help they may need.

The Project is designed in a manner that prioritizes the needs of the future residents and emphasizes safety and security. The project site is directly located in Skid Row, an area of the city characterized by homeless encampments along both sides of San Pedro Street and 5<sup>th</sup> Street. All of the onsite supportive services as part of the proposed development will occur on the ground floor of the project. From the street level, along 5<sup>th</sup> Street the project will feature landscaping as a buffer as well as windows glazed and



obscured so as to maintain the privacy of residents receiving care in the offices. The project additionally features translucent, vertically slatted fencing that serves to secure the development while permitting light to pass through the property. The project frontage faces San Pedro Street and possesses architectural features that improve the pedestrian experience such as large planters near the entrance of the development as well as the landscaped South Courtyard overlooking San Pedro Street at the second-floor podium level. Additionally, the development features a second-floor community room suspended above the intersection of 5<sup>th</sup> and San Pedro Street with floor to ceiling storefront glass window treatments connecting the activities occurring within the building with the street.

The proposed project will contribute a net 98 units of affordable housing to the region and will aid in the prevention of homelessness. As designed, the project will establish a safe and livable community for the future residents of the development. The project emphasizes a healthy environment for residents through the incorporation of targeted supportive service plans for the various populations anticipated to reside in the development such as psychiatric and therapeutic services, medication management, nutritional counseling, peer support, community building, and support with addiction. The applicant has submitted a supportive services plan which outlines services tailored to the needs of potential residents. This includes the chronically homeless, individuals with severe mental illness, survivors of domestic violence, individuals with physical disabilities, individuals with HIV/AIDS, individuals struggling with substance abuse, and other groups identified as their target populations.

During the public hearing, the applicant explained that the project will source residents utilizing the Coordinated Entry System assessment, which will be completed once referred by partner agencies such as Downtown Mental Health (DMH), Skid Row Housing Trust, SRO Housing Corporation, Midnight Mission, and others. Flyers will be produced and posted in the existing Downtown Women's Center Day Center in multiple languages and announcements will be encouraged at agencies across Skid Row for those unable to read. Tenants will then be screened by the Property Manager and referred to a Case Manager for additional support. The project will provide housing to a diverse pool of women and primarily those whom experience chronic homelessness and meet the income eligibility for individuals at or below 30% Area Median Income. As proposed, the project is consistent with Goals 2 and 4 and the accompanying objectives and policies.

The project landscaping features a variety of drought tolerant trees and plants utilized throughout the site with the most prominently in the South Courtyard and the walking garden located on the second-floor podium level. The proposed walking garden features winding connected pathways and grouped seating at various points within the garden curvature. The garden is designed to facilitate a serene experience where units on the podium level are buffered with landscaping and trees to minimize noise. The project incorporates water conservation measures such as using native drought tolerant plants for a minimum of 75 percent of the landscaped area, limiting conventional grass and turf to 25 percent or less of the landscaped area, and the installation of a high efficiency irrigation system.

The addition of greenspace, community rooms, and supportive services contribute to the overall wellbeing of residents. Thus, as proposed, the project helps to achieve Goals No. 1, 2, and 4 of the Housing Element to prevent and end homelessness, and produce sustainable, safe, livable, and affordable housing.

- e. **Mobility Plan 2035.** The Mobility Plan of the General Plan may be affected by the approval of the requested Zone Change. The project site is bounded by San Pedro Street and 5<sup>th</sup> Street and are both designated as Avenue II within the 2035 Mobility Plan. The Bureau of Engineering (BOE) had indicated dedications of 3 feet of land on each street to provide for a 43-foot half right-of-way for which the applicant is requesting a waiver via the Vesting Zone Change entitlement request. Subsequently, BOE has submitted alternative conditions should a waiver of dedications and improvements be submitted in a letter dated July 1, 2021 instructing that the project dedicate a 20-foot radius property line return or a 15-foot and 15-foot corner cut at the intersection of San Pedro Street and 5<sup>th</sup> Street. BOE further conditions that the cut corner dedication shall be limited to a height of 15 feet above finished sidewalk. The project exhibits have incorporated the alternative dedications indicated and will accommodate the improvements to the satisfaction of the Bureau of Engineering and in compliance with the General Plan.
- f. **The Sewerage Facilities Element.** of the General Plan will not be affected by the recommended action. While the sewer system might be able to accommodate the total flows for the Proposed Project, further detailed gauging and evaluation may be needed as part of the permit process to identify a specific sewer connection point. If the public sewer has insufficient capacity then the developer will be required to build sewer lines to a point in the sewer system with sufficient capacity. A final approval for sewer capacity and connection permit will be made at that time. Ultimately, this sewage flow will be conveyed to the Hyperion Treatment Plant, which has sufficient capacity for the project.
- g. **Health and Wellness Element.** The project supports the following policies of The Plan for a Healthy Los Angeles:
  - Policy 2.1** Access to goods and services. Enhance opportunities for improved health and well-being for all Angelenos by increasing the availability of and access to affordable goods and services that promote health and healthy environments, with a priority on low-income neighborhoods.
  - Policy 2.2** Healthy building design and construction. Promote a healthy built environment by encouraging the design and rehabilitation of buildings and sites for healthy living and working conditions, including promoting enhanced pedestrian-oriented circulation, lighting, attractive and open stairs, healthy building materials and universal accessibility using existing tools, practices, and programs.
  - Policy 2.6** Repurpose underutilized spaces for health. Work proactively with residents to identify and remove barriers to leverage and repurpose vacant and underutilized spaces as a strategy to improve community health.
  - Policy 2.10** Social connectedness. Acknowledge the mental and physical health benefits of social connectedness by promoting and valuing public spaces, social interaction, relationship building, and resilience in community and urban design.

The requested zone change from M2-2D to (T)(Q)C2-2D will permit the change of use from a surface parking lot, to a residential use with supportive services while maintaining parking in the area. The change in use will provide benefits to the public. As part of the project, all supportive services at the site will be made available to members of the public. The services offered as part of the project are greatly needed in the surrounding

area and will increase social services offered in the vicinity that promote health and a healthy environment. The project includes the common open space in the form of indoor community rooms where activities such as group counseling will occur as well as a healing garden and landscaped areas for resident and staff use. The ground floor of the project includes several offices for counseling services and will serve to provide privacy to those receiving services. The project will feature lighting throughout the project so that pedestrian walkways and parking entrances will be illuminated with ambient night lighting for safety and that lighting will complement and highlight the architectural details, while shielded from adjacent residences. The project will have elevators accessible from all levels and will include ADA accessible residential units. The project as proposed and as conditioned will contribute to the overall health and wellness of the residents and community at large.

### 3. Zone Change Findings.

- a. **Pursuant to City Charter Section 558 and LAMC Section 12.32, and based on these findings, the recommended action is deemed consistent with public necessity, convenience, general welfare and good zoning practice.**

The recommended Zone Change from M2-2D to (T)(Q)C2-2D would permit the development of the Project Site into a 98-unit affordable housing project with on-site supportive services.

#### Public Necessity, Convenience, and General Welfare

On April 29, 2019, Mayor Eric Garcetti released the LA's Green New Deal (Sustainable City pLAn), a roadmap to achieve short-term results while setting the path to strengthen the transformation of the City in the decades to come. As part of the plan, the Mayor set forth a goals of ending street homelessness by 2028, creating or preserve 50,000 income-restricted affordable housing units by 2035 and increasing stability for renters.

The Zone Change would allow the site to be redeveloped and to provide a total of 98 income restricted units with on-site supportive services. At the public hearing, the applicant explained that the project intends to provide housing to women experiencing chronic homelessness and extremely low income single women with special needs. The project is dedicated to the provision of on-site supportive services for project tenants as well as members of the surrounding community. Services include life skills training, support groups, on-site employment preparation, domestic violence counseling and case management among other resources. The project provides adequate space for the services with community rooms and private offices for counseling and case management. By providing housing and services to vulnerable populations, this project is consistent with public necessity, convenience, and general welfare.

The project is an infill development within an area of the City with a mixture of residential, commercial, and manufacturing uses. The project would hence, place housing in close proximity to commercial and manufacturing jobs as well as near active public transit. The project site is at the intersection of San Pedro and 5<sup>th</sup> Street, in Skid Row and will provide housing at one of the sites of greatest need in Downtown Los Angeles. As an expansion of the existing Downtown Women's Center, the project will increase the supportive services needed in the area for the target populations that will occupy the development. The project is designed with a concept that will ensure the privacy and safety of the residents. The building opens to San Pedro Street at the podium level revealing a depth of common open space and terraced steps while shielding the residential units. The project proposes 7,596 square feet of outdoor open space and 2,437 square feet of indoor



open space in the form of community rooms for a total of 10,034 square feet of common open space. The community rooms will provide space for programming, wellness events, and group activities. The first level of the project is dedicated to community space, a donation center, and offices for staff, service providers, and private counseling sessions. The permanent supportive services will be a convenience for residents and will help to ensure that the vulnerable populations inhabiting the project will remain housed. As proposed, the project, facilitated by the zone change, would improve the livability and general welfare of the future residents of the development.

#### Good Zoning Practice

The proposed (T)(Q)C2-2D Zone corresponds with the Regional Commercial land use designation and allows for residential uses, whereas the current M2-2D Zone does not. The project site is at the intersection of South San Pedro and 5<sup>th</sup> Street and like other buildings east of South San Pedro Street, the site is zoned for Light Manufacturing uses. Buildings fronting both sides of South San Pedro Street in the surrounding vicinity however have residential uses with [Q]R5-2D Zone designations directly across San Pedro Street. The project is in the Greater Downtown Housing Incentive Area (ZI-2385) and the development will increase the amount of housing available and help to alleviate homelessness. The proposed zone change would be compatible with the uses along the San Pedro corridor and would be in line with the ongoing progression of more residential uses in the area. The requested Zone Change would permit a development which, as conditioned, is consistent with the General Plan land use designation, meets the objectives of the Community Plan, and is consistent with previously granted Zone Changes in the immediate surrounding neighborhood as part of the area's transition to residential and commercial land uses.

#### **b. Pursuant to Section 12.32 G and Q of the Municipal Code “T” and “Q” Classification Findings.**

The action, as recommended, has been made contingent upon compliance with the "(T)" and "(Q)" conditions imposed herein. Specific conditions have been added for the orderly arrangement of the property concerned into lots and/or that provision be made for adequate streets, drainage facilities, grading, sewers, utilities, park and recreational facilities; and/or that provision be made for payments of fees in lieu of dedications and/or that provision be made for other dedications; and/or that provision be made for improvements; all in order that the property concerned and the area within which it is located may be properly developed in accordance with the different and additional uses to be permitted within the zone to which the property is proposed for change added to address neighborhood concerns about landscape, sustainability, and affordability. Such limitations are necessary to protect the best interests of, and to assure a development more compatible with, surrounding properties, to secure an appropriate development in harmony with the General Plan, and to prevent or mitigate the potential adverse environmental effects of the subject recommended action.

#### **4. Site Plan Review Findings.**

In order for the site plan review to be granted, all three of the legally mandated findings delineated in Section 16.05 F of the Los Angeles Municipal Code must be made in the affirmative:

##### **a. The project is in substantial conformance with the purposes, intent and provisions of the General Plan, applicable community plan, and any applicable specific plan.**

The project is located in an area that designated for Light Manufacturing land uses and with the approval of the proposed Zone Change to (T)(Q)C2-2D, the site will be designated as a Regional Center Commercial land use and thus zoned for residential and accessory service uses. As discussed throughout Finding 1, the recommended Zone Change would render the site available to meet the goals and objectives lay out in the General Plan. Pursuant to the proposed (T)(Q)C2-2D Zone, the site would not be limited to a base density as the site falls within the Greater Downtown Housing Incentive Area, however the project proposes 98 residential units. The project site is currently a surface parking lot with a lot area of 29,596 square feet. The project proposes a 68,869 square-foot building with a Floor Area Ratio of 2.33:1. Of the total 98 units, the project proposes one (1) two-bedroom manager's unit. 97 are studio units with 5% or five units reserved for Extremely Low Income Households and 87% of the total number of units (86 units) for Low Income Households, well above the 20% requirement pursuant to LAMC Section 11.5.11. The project would meet the goals, objectives, and policies of the General Plan and the Central City Community Plan. As proposed, the project is in substantial conformance with the General Plan and Community Plan.

- b. The project consists of an arrangement of buildings and structures (including height, bulk and setbacks), off-street parking facilities, loading areas, lighting, landscaping, trash collection, and other such pertinent improvements, that is or will be compatible with existing and future development on adjacent properties and neighboring properties.**

The subject Project Site is located at the northeast corner of San Pedro Street and 5<sup>th</sup> Street in Downtown Los Angeles. The site is a level, rectangular parcel with 29,596 square feet of lot area. The site has approximately 140 feet of frontage along San Pedro Street and 150 feet along 5<sup>th</sup> Street. The front of the building is along San Pedro Street with vehicular access on 5<sup>th</sup> street through a gated private driveway. The site is currently developed with a surface parking lot serving the existing Downtown Women's Center.

The site is within the Central City Community Plan area, is designated for Light Manufacturing land uses and is currently zoned M2-2D and is requesting a Zone Change to (T)(Q) C2-2D. The site is located in the Greater Downtown Housing Incentive Area (ZI-2385).

#### Height, Bulk, and Setbacks

The proposed (T)(Q)C2-2D Zone is limited to a 3:1 Floor Area Ratio and a building area of 88,788 square feet. The proposed zone is permitted an unlimited building height and unlimited allowable stories with no requirements for front, side, and rear yard setbacks. The project is not beholden to any base density requirements typical of C2 Zones as the project is within the Greater Downtown Housing Incentive Area.

Under the requested zone, the project proposes 98 total units with one (1) two-bedroom manager's unit and 97 are studio units with 5% or five units reserved for Extremely Low Income Households and 87% of the total number of units (86 units) for Low Income Households, well above the 20% requirement pursuant to LAMC Section 11.5.11. The project proposes a 2.33:1 FAR, and 68,869 square feet of building area with a height of 85 feet and seven (7) stories.

The adjacent properties are developed with a mixture of residential, commercial, and industrial buildings one (1) to six (6) stories in height. Abutting the subject site to the north is the original Downtown Women's Center with having six (6) stories. Abutting the project to the west across San Pedro Street are two (2) mixed use buildings having ground floor

commercial with live/work and residential uses above standing at three (3) stories and six (6) stories respectively. Abutting the site to the south across 5<sup>th</sup> Street is a single-story commercial building. To the east at the rear of the proposed site is a light manufacturing use in Height District 2. The proposed project height of 85 feet is compatible with the adjacent building heights and setbacks along San Pedro Street and 5<sup>th</sup> Street.



*Figure 3. North view of proposed development in context.*

The bulk of the proposed structure is minimized by architectural details including ample fenestration through windows and solarium in both arms of the building. The 'V-shaped' building form opens to San Pedro Street revealing the South Courtyard and terraced steps at the podium level (second floor) while shielding the residential units. The project is gated at the property line and is buffered with plantings that improve the pedestrian experience from the street. As the project is located within the Greater Downtown Housing Incentive Area, no setbacks are required. The pedestrian entrance to the development, located on San Pedro Street abuts the entrance to the existing Downtown Women's Center.

The building form reduces the intensity from the street while consistent in scale with the height, bulk, and setbacks of surrounding properties. The proposed (T)(Q)C2-2D Zone would facilitate the development of housing in a manner that is harmonious with future and existing developments and will thus be compatible with the neighborhood.

#### Off-Street Parking Facilities and Loading Areas

The project proposes a total of 60 automobile spaces to accommodate guest and staff parking and will utilize the adjoining private vehicular entry to the rear of the building. The entry is located along 5<sup>th</sup> Street and is gated. As the surface parking lot will be removed for construction, 35 of the existing parking spaces will be replaced in the new development with the addition of 25 automobile. 56 of the automobile spaces will be in the subterranean parking level, and four (4) parking spaces will be on the first floor for ADA access vehicles and loading. 82 long-term bicycle parking spaces (74 long-term and 8 short-term spaces) will also be provided.



As proposed, the Project would be consistent with the Objective 2 of the Citywide Design Guidelines, and Objective 4 of the Residential Citywide Design Guidelines to minimize the appearance of driveways and parking areas.

#### Lighting

The proposed plans do not indicate a lighting plan however, the applicant asserts that all pedestrian walkways and parking entrances will be illuminated with ambient night lighting for safety and that lighting will complement and highlight the architectural details, while shielded from adjacent residences. Condition No. 9 of the Conditions of Approval would ensure that the installation of lights would not result in a substantial amount of light that would adversely affect the day or night time views in the project vicinity.

#### Landscaping

The project will provide 10,034 square feet of open space of which 7,596 square feet is proposed to be landscaped. The primary landscaped areas of the project site are the Entry Courtyard, North Courtyard, and South Courtyard. Plantings are provided along the perimeter of the project and within the building and proposes to plant 25 trees each within a 24-inch box. The Project has been conditioned to meet the planting standards of the Urban Design Studio Soil Depths guide. A minimum of 2,456 square feet, or 25% of the provided open space, is landscaped, and includes two courtyards, an expansive outdoor patio area, fruit trees and raised bed herb gardens. The landscape design has been developed in a manner which includes a variety of drought-tolerant and native species appropriate for the Southern California climate.

#### Trash Collection

The Project proposes to provide a trash and recycling enclosure area on the first floor towards the rear of the building. Waste will be collected through the rear vehicular entrance.

#### Sustainability

The project has proposed to install 1,625 square feet of solar panels on the rooftop, equivalent to approximately 15% of the rooftop area. The Project includes EV Charging infrastructure with 30% of the parking spaces wired for the future installation of EV Chargers ("EV-ready") and 10% of the parking spaces immediately installed with EV Chargers. As proposed, 12 parking spaces would be equipped for future EV use and seven (6) parking spaces would be immediately installed with EV Chargers. Proposed landscaping include planting that have been selected for temperature hardiness and low water use. Overall water consumption will be minimized with the inclusion of water efficient appliances and fixtures throughout the development. The Project proposes to meet the latest in California/Uniform building codes, Title 24, and Cal-Green. Each of the units are proposed to include energy star air conditioning with fresh air intake, natural cross ventilation, exhausting kitchen hood and fans, no VOC paints, natural flooring, and formaldehyde free cabinetry, counters and shelving. All bathroom and plumbing fixtures will be water-conserving fixtures. Overall energy efficiency will be maximized with energy star rated appliances, advanced lighting, dual glazed windows with low-e coating and energy efficient thermal building envelope.

- c. Any residential project provides recreational and service amenities to improve habitability for its residents and minimize impacts on neighboring properties.**

Pursuant to LAMC Section 12.21 G, the project would be required to provide 9,825 square feet of open space and 25 trees under the proposed zone change. The project proposes 98 residential units which include 97 studio apartments and one (1) two-bedroom manager's unit. The project will provide 10,034 square feet of open space and 25 trees. Of the total open space, 2,437 square feet will be indoor open space and 7,596 will be outdoor open space. A minimum of 2,456 square feet, or 25% of the provided open space, is landscaped. The project is composed of one main residential building surrounded by ample open space and landscaped recreation areas. The ground floor features a lush garden area in the southwest corner of the Property and a landscaped planter to the north, along with a planter with steel perimeter fence along the entirety of the southern border. The North Courtyard on the second floor includes communal outdoor eating areas, fruit trees, a water feature, recreational space and horticulture / herb gardens open to the community. The South Courtyard, also on the second floor, provides pedestrian access to the units via open-air staircase from the ground floor in the center of the Property. Additionally, interior project amenities include a learning center, community space, counseling offices, and community lounge and kitchen. Along with recreational amenities, the Project provides a dedicated space intended to provide residents with on-site social services related to mental, physical, social, and job training.

As proposed, the project would provide recreational and service amenities, landscaped courtyards, outdoor seating and eating areas, a learning center, community room, donation center, and on-site supportive services center, which would improve habitability for its residents and minimize impacts on neighboring properties.

### **Environmental Findings**

- 5. Environmental Finding.** The proposed project is statutorily exempt from CEQA pursuant to Public Resources Code Section 21080.27(b)(1). Pursuant to Public Resources Code Section 21080.27(a)(3), there is substantial evidence demonstrating that the proposed project 1) qualifies as supportive housing pursuant to Health and Safety Code Section 50675.14; 2) meets the eligibility requirements of Article 11 (commencing with Section 65650) of Chapter 3 of Division I of Title 7 of the Government Code; and 3) is funded, in part, by the Measure H sales tax proceeds approved by the voters in the March 17, 2017, special election in the County of Los Angeles. All actions to approve the proposed project were taken in furtherance of providing vitally needed Supportive Housing to house and serve the homeless in the City of Los Angeles.

See Justification for Statutory Exemption Case No. ENV-2021-2545-SE in the case file for the narrative demonstrating that the project meets the eligibility requirements outlined in PRC Section 21080.27.

- 6. Flood Insurance.** The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located in Zone X, an area of minimal flooding.

## RESOLUTION

**WHEREAS**, the subject project is located within the area covered by the Central City Community Plan which was updated by the City Council on January 8, 2003; and

**WHEREAS**, the City Planning Commission recommended approval of a General Plan Amendment from Light Manufacturing to Regional Center Commercial; and recommended approval of a Vesting Zone Change from M2-2D to (T)(Q)C2-2D; and

**WHEREAS**, the approved project is for the construction of a 98-unit, mixed-use Permanent Supportive Housing development; and

**WHEREAS**, the City Planning Commission at its meeting on September 30, 2021 approved the General Plan Amendment and recommended approval by the City Council and the Mayor of a General Plan Amendment; and

**WHEREAS**, pursuant to the provisions of the Los Angeles City Charter, the Mayor and City Planning Commission have transmitted their recommendations; and

**WHEREAS**, the requested General Plan Amendment is consistent with the intent and purpose of the adopted Central City Community Plan to designate land use in an orderly and unified manner; and

**WHEREAS**, the Regional Center Commercial land use designation and the (T)(Q)C2-2D Zone will allow the project as described above which is consistent with the Plan and Zone; and

**WHEREAS**, the subject proposal is statutorily exempt from the California Environmental Quality Act (CEQA) under Case No. ENV-2021-2545-SE, pursuant to Assembly Bill 1197 in furtherance of providing Supportive Housing under Public Resources Code Section 21080.27(b)(1);

**NOW, THEREFORE, BE IT RESOLVED** that the Central City Community Plan be amended as shown on the attached General Plan Amendment map.





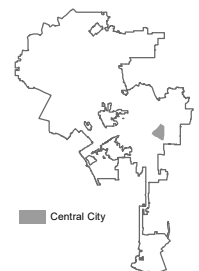
CPC-2021-2544-GPAJ-VZCJ-SPR-PSH-HCA

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CENTRAL CITY

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City of Los Angeles



# COVID-19 UPDATE

## Interim Appeal Filing Procedures

Fall 2020



Consistent with Mayor Eric Garcetti's "Safer At Home" directives to help slow the spread of COVID-19, City Planning has implemented new procedures for the filing of appeals for non-applicants that eliminate or minimize in-person interaction.

### OPTION 1: Online Appeal Portal

([planning.lacity.org/development-services/appeal-application-online](https://planning.lacity.org/development-services/appeal-application-online))

Entitlement and CEQA appeals can be submitted online and payment can be made by credit card or e-check. The online appeal portal allows appellants to fill out and submit the appeal application directly to the Development Services Center (DSC). Once the appeal is accepted, the portal allows for appellants to submit a credit card payment, enabling the appeal and payment to be submitted entirely electronically. A 2.7% credit card processing service fee will be charged - there is no charge for paying online by e-check.

Appeals should be filed early to ensure DSC staff has adequate time to review and accept the documents, and to allow Appellants time to submit payment. On the final day to file an appeal, the application must be submitted and paid for by 4:30PM (PT). Should the final day fall on a weekend or legal holiday, the time for filing an appeal shall be extended to 4:30PM (PT) on the next succeeding working day. Building and Safety appeals (LAMC Section 12.26K) can only be filed using Option 2 below.

### OPTION 2: Drop off at DSC

An appellant may continue to submit an appeal application and payment at any of the three Development Services Center (DSC) locations. City Planning established drop off areas at the DSCs with physical boxes where appellants can drop.

#### **Metro DSC**

(213) 482-7077  
201 N. Figueroa Street  
Los Angeles, CA 90012

#### **Van Nuys DSC**

(818) 374-5050  
6262 Van Nuys Boulevard  
Van Nuys, CA 91401

#### **West Los Angeles DSC**

(310) 231-2901  
1828 Sawtelle Boulevard  
West Los Angeles, CA 90025

City Planning staff will follow up with the Appellant via email and/or phone to:

- Confirm that the appeal package is complete and meets the applicable LAMC provisions
- Provide a receipt for payment