

**MEETING DATE:** 12/11/06

**AGENDA ITEM:** Consideration of Approval of a Substitute Improvement for the Playa Vista Drive Bridge pursuant to the Third Amendment to Agreement Between the City of Culver City and Playa Vista (Playa Capital Company, LLC)

**ATTACHMENTS**

|   |                                                                                                                                                | <u>Pages</u> |
|---|------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1 | Summary of the history of Culver City's monitoring and the Agreements regarding the Playa Vista development.                                   | 1-4          |
| 2 | May 20, 2002 Third Amendment.                                                                                                                  | 5-13         |
| 3 | May 17, 2004 Fourth Amendment.                                                                                                                 | 14-31        |
| 4 | November 27, 2006, letter from J. Marc Huffman, Vice President, Entitlements, Playa Vista, and accompanying study prepared by Raju Associates. | 32-85        |

## **SUMMARY OF THE HISTORY OF CULVER CITY'S AGREEMENTS/AMENDMENTS REGARDING THE PLAYA VISTA DEVELOPMENT.**

The following is a summary of the history of Culver City's agreements/amendments regarding the Playa Vista development.

In accordance with the Council's policy, a series of agreements and amendments were entered into over the past twenty-one years with the various owners of the Playa Vista Properties. The agreement currently in effect was originally entered into by Maguire Thomas Partners/Playa Vista, PCC predecessor-in-interest in 1993, and subsequently amended in 1995, 1996, 2002 and 2004. The existing agreement was created in order to mitigate traffic, traffic related and transportation impacts in or on the City. The following is a brief overview of the various agreements.

The 1985 Agreement. In the early 1980's, the Playa Vista area was proposed to be annexed into the City of Los Angeles. That annexation was to be completed without sufficient environmental review. Culver City was concerned about the potential development of the area, which would likely cause significant impacts on Culver City. Under threat of litigation from Culver City, the then developer/owner of the Playa Vista property (Howard Hughes Properties) entered into an agreement with the City in December 1985. That agreement provided that before any permits could be issued for any development on the Playa Vista property (except for rehabilitation/ replacement of existing structures), the developer would have to prepare an Environmental Impact Report (EIR) to analyze and mitigate the traffic and transportation impacts that the potential development of the entire Playa Vista property could cause. That agreement listed specific intersections to be analyzed and required the developer to consult with Culver City regarding the analysis contained in that EIR.

The 1993 Agreement. In the early 1990's, a new owner of the Playa Vista property (Maguire-Thomas Partners) proposed a mixed-use development of basically the east and west ends of that property (the "First Phase"). An EIR for the First Phase development was prepared. Using the 1985 Agreement as a foundation, the City reviewed the project specific EIR and entered into another agreement (October 15, 1993) with the developer (the "1993 Agreement"). The 1993 Agreement superseded and cancelled the 1985 Agreement. The 1993 Agreement included provisions for:

1. Traffic mitigation at specific intersections.
2. Specific vehicle trip-caps which limited the development to a certain amount of office vehicle trips and hotel vehicle trips. If those caps were reached, no more building permits or Certificates of Occupancy could be issued.
3. Specific types of and limits on development were established.
4. Method for reviewing the progress of the development every five years was devised, as well as annual reporting requirements.

5. A requirement and method for analyzing the environmental impacts of the development of the remaining portions of the property (Second Phase) including the prior review and comment on any administrative draft of the Second Phase EIR Transportation Plan document.
6. The developer agreed to pay certain Culver City costs for the annual, five-year, and Second Phase EIR analysis.

The First Amendment. On August 3, 1995 as part of Los Angeles' efforts to assist with development of the Playa Vista property, a special form of financing was suggested for funding some of the public improvements which would be required for the development (the "Mello-Roos Funding"). Since some of the public improvements (street work) would be performed in Culver City, in order for the developer to be able to use that Mello-Roos Funding within Culver City, an amendment was made to the 1993 Agreement. That 1995 Amendment (the "First Amendment") did not change any of the provisions set forth above, nor make any other changes to the 1993 Agreement. It merely permitted the Mello-Roos Funding generated by special taxes assessed against only the Playa Vista property to be used within Culver City.

The Second Amendment. On January 4, 1996, the City again agreed to amend the 1993 Agreement (the "Second Amendment"). This time it was in anticipation of changes in permitted uses and vehicle trip-caps to permit DreamWorks Studios to locate on the Playa Vista property, in an area designated as the Entertainment, Media and Technology District (EMT District). With the Second Amendment, the maximum square footages and types of uses permitted were changed. The modifications to the 1993 Agreement, which only relate to the First Phase, were:

1. Uses were changed and size restrictions were increased;
2. The vehicle trip cap was increased;
3. The Playa Vista developer agreed to coordinate installation of fiber optics connections with Culver City's studio and Hayden Tract uses, to limit helicopter flight patterns over Culver City, and to assist with joint marketing of the Playa Vista and Culver City studio areas; and
4. The detailed method for analysis of all development after the First Phase was not changed.

The Third Amendment. On May 20, 2002, the City Council approved the Third Amendment, in order to modify the schedule, timing, work program, and in lieu considerations for the required First Phase traffic mitigation measures. The amendment includes provisions for:

1. PCC payment to Culver City in an amount equal to \$1,270,000 as full payment for Improvements Nos. 1 through 7 (Exhibit 1 of Amendment). Those

improvements were no longer needed, because in the late 1990's the City, on our own, installed traffic signal improvements, which increased the intersection efficiencies beyond what the improvements would have done.

2. PCC financially guaranteed to construct intersection improvements nos. 8 through 15 (Exhibit 1 of Amendment) and the Culver Loop Ramp in accordance with the schedule included in the amendment. All local street improvements and the Culver Loop Ramp have been completed. However the freeway associated improvements are still under by Caltrans.
3. PCC would reimburse the City's (and Redevelopment Agency's) reasonable costs incurred in reviewing, negotiating and approving this Third Amendment and future amendments to the Agreement and other matter initiated by PCC. PCC has reimbursed the City.
4. Acknowledgement that if Area A and/or the portions of Area B of the Playa Vista project area were acquired by a public agency or entity for wildlife habitat restoration, watershed restoration, and public uses ("Park Uses"), the City would agree to sign any documents required to remove the recorded documents from Area A and/or such portion of Area B. On August 8, 2001, an Agreement was entered into between PCC and the Trust for Public Land (TPL) for TPL to acquire these parts of the Playa Vista development site for long-term open space/recreation uses.

The Fourth Amendment. On May 17, 2004, the City Council approved the Fourth Amendment, in order to accommodate the development of the 2<sup>nd</sup> Phase of the development, known as the Village at Playa Vista. The amendment includes provisions for:

1. The DEIR included a number of traffic and transportation mitigation measures within Culver City. Culver City had reviewed the Traffic Study and had requested the City of Los Angeles make certain modifications to the DEIR Culver City Mitigation Measures. PCC agreed to implement the Revised Culver City Mitigation Measures.
2. The DEIR contained a subphasing plan and schedule for implementation of the DEIR mitigation measures. PCC agreed to notify Culver City in advance of any modifications or changes to the subphasing plan and schedule involving measures not located in the City. Culver City has the right to challenge any such change or modification to the subphasing plan and schedule approved by the City of Los Angeles if they create an additional impact in the City. The subphasing plan and schedule for the Revised Culver City Mitigation Measures may not be amended without the prior written consent of Culver City.
3. In order to provide assurances to Culver City the projected number of vehicular trips to be generated by the Village project is consistent with the DEIR and the

Final EIR (FEIR) adopted by the City of Los Angeles, PCC agreed to undertake a Trip Verification Study in accordance with certain Protocol.

4. Culver City agreed in the event the City approves a project with estimated traffic and transportation impacts similar to the Village without imposing a Trip Verification Study requirement substantially consistent with the Protocols, PCC shall not be obligated to complete the Village Trip Verification Study.
5. If the City of Los Angeles does not approve the Village, the Fourth Amendment would be void and of no further force or effect and all the terms of the Agreement prior to this Fourth Amendment would be reinstated. In the event the City of Los Angeles reduces the scope of the Village, which avoids some or all impacts in Culver City, Culver City and PCC agree to modify the Revised Culver City Mitigation Measures to the extent impacts from the reduced Village are avoided in Culver City. Culver City agrees it will not, directly or indirectly, oppose the approval by the City of Los Angeles of the Village. Culver City further agrees it will not challenge, sue or contest, directly or indirectly, in any judicial or administrative proceeding, the approval of the Village or the implementation of the Village in accordance with the approvals for the Village; provided, however, nothing in the Agreement shall limit the ability of Culver City to enforce the provisions of this Agreement.

### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (the "Third Amendment") is entered into as of May 20, 2002 by and between Playa Capital Company, LLC, a Delaware limited liability company ("PCC"), and the City of Culver City, a municipal corporation ("Culver City").

WHEREAS, Culver City and PCC's predecessor-in-interest, Maguire Thomas Partners-Playa Vista, a California limited partnership, entered into an Agreement dated October 15, 1993, as amended by that certain First Amendment To Agreement dated August 3, 1995 and that certain Second Amendment To Agreement (the "Second Amendment") dated January 4, 1996 (collectively, the "Culver City Agreement"), regarding, among other things, the implementation of certain transportation improvements associated with the First Phase of the Playa Vista Project, as defined in the Second Amendment.

WHEREAS, Culver City and PCC desire to revise the Culver City Agreement to reflect changes in the method and timing for the implementation of the improvements.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants and agreements contained herein and in the Culver City Agreement, Culver City and PCC do hereby agree to amend the Culver City Agreement as follows:

SECTION 1. Amendment to Article I, Paragraph A. Paragraph A of Article I of the Culver City Agreement shall be amended in its entirety to read:

- A. PCC shall implement, cause to be implemented, pay for or otherwise secure the implementation of the improvements at fifteen (15) intersections within or abutting Culver City described on Exhibit 1 attached hereto, as follows:
1. Concurrent with the execution of the Third Amendment, PCC shall pay to Culver City an amount equal to One Million Two Hundred Seventy Thousand Dollars (\$1,270,000) as full payment and satisfaction for improvements nos. 1 through 7 as set forth on Exhibit 1.
  2. PCC shall construct or cause to be constructed improvements nos. 8 through 12 as set forth on Exhibit 1 ("Improvements 8-12"). PCC shall commence and complete construction of Improvements 8-12 in accordance with the schedule set forth on Exhibit 2. PCC shall guarantee commencement and completion of Improvements 8-12 by delivering to Culver City, within ten (10) days after execution of the Third Amendment by Culver City, one or more Irrevocable Letters of Credit ("Improvements 8-12 Letter of Credit"), in form and substance reasonably required by Culver City's Chief Administrative Officer, or his/her designee ("CAO"), in an aggregate amount equal to Seven Hundred Sixty One Thousand Dollars (\$761,000), which is the total estimated construction costs (hard and soft) for Improvements 8-12. If for any reason PCC does not commence or complete any of Improvements 8-12 on or before a

respective commencement or completion date, as set forth in Exhibit 2, then the CAO may, at his/her sole discretion, draw down on the Improvements 8-12 Letter of Credit in an amount equal to the estimated construction costs (hard and soft) of each of Improvements 8-12 not timely commenced or completed; provided, that if the installation of Improvements 8-12 has been substantially and timely commenced, then the maximum amount Culver City can withdraw from Improvements 8-12 Letter of Credit shall be One Thousand Dollars (\$1,000) per day for each day (or portion thereof) the Improvements are not timely completed. Culver City shall be entitled to use any amount so drawn down to fund any traffic, traffic-related and/or transportation-related improvements anywhere in or adjacent to Culver City, in Culver City's sole discretion.

3. PCC shall construct or cause to be constructed improvements nos. 13 through 15 as set forth on Exhibit 1 ("Improvements 13-15"). PCC shall commence and complete construction of Improvements 13-15 in accordance with the schedule set forth on Exhibit 2. PCC shall guarantee the commencement and completion of Improvements 13-15 by delivering to Culver City, within ten (10) days after execution of the Third Amendment by Culver City, one or more Irrevocable Letters of Credit ("Improvements 13-15 Letter of Credit") in form and substance reasonably required by Culver City's CAO in an aggregate amount equal to One Million One Hundred Thousand Dollars (\$1,100,000), which is the total estimated construction costs (hard and soft) of Improvements 13-15. If for any reason PCC does not commence or complete any of Improvements 13-15 on or before a respective commencement or completion date, then PCC agrees it will not request (by filing an application for or in any other manner) issuance of a building permit(s) for construction of any Floor Area of office development in excess of 950,000 square feet of Floor Area of office development in the First Phase of the Playa Vista Project, unless and until one of the following conditions are met:
  - a. Improvements 13-15, respectively, have been completed; provided, that if the installation of Improvements 13-15 has been substantially and timely commenced, then the maximum amount Culver City can withdraw from Improvements 13-15 Letter of Credit shall be One Thousand Dollars (\$1,000) per day for each day (or portion thereof) the Improvements are not timely completed; or
  - b. PCC shall identify one or more alternatives to Improvements 13-15, respectively, and such alternatives shall have been approved by Culver City's CAO, completed by PCC and accepted by Culver City's CAO; or
  - c. If PCC proposes such alternatives and Culver City and PCC are unable to agree upon alternative improvements to Improvements

13-15, then PCC may elect to pay to Culver City an amount equal to two times the estimated construction costs (hard and soft) for Improvements 13-15, respectively. Upon the payment by PCC of two times the estimated cost (hard and soft) of Improvements 13-15, respectively, Culver City shall be entitled to use such amount to fund any traffic, traffic-related and/or transportation-related improvements anywhere in or adjacent to Culver City, in Culver City's sole discretion. Culver City shall return the Improvement 13-15 Letter of Credit to PCC upon the payment by PCC of two times the estimated cost (hard and soft) to construct Improvements 13-15, respectively.

4. At such time as each of improvements no. 8 through 15, as set forth on Exhibit 1, is satisfactorily completed, Culver City shall return to PCC the applicable Improvements 8-12 or 13-15 Letter of Credit for such improvement, except (i) to the extent that Improvements 8-12 Letter of Credit or Improvements 13-15 Letter of Credit has been drawn down as provided above and (ii) that Culver City shall be entitled to retain any combination of the Improvements 8-12 Letter of Credit and Improvements 13-15 Letter of Credit in the amount necessary to continue to guarantee any of Improvements 8-12 and Improvements 13-15 not yet completed will be commenced and completed. Culver City shall be entitled to use any of the payments received from PCC to fund any traffic, traffic-related and/or transportation-related improvements anywhere in or adjacent to Culver City, in Culver City's sole discretion.
5. PCC acknowledges that it is PCC's intent to complete construction of Improvements 13-15 notwithstanding any exercise by PCC of Paragraph A.3.c, above; provided, that construction is not prohibited or restricted by any government agency having jurisdiction over such improvements, other than the City of Los Angeles, or by any court having jurisdiction over such improvements.

SECTION 2. Deletion of Article I, Paragraph B. Paragraph B of Article I of the Culver City Agreement is hereby deleted.

SECTION 3. Deletion of Article I, Paragraph C. Paragraph C of Article I of the Culver City Agreement is hereby deleted.

SECTION 4. Amendment to Article I, Paragraph D. Paragraph D of Article I of the Culver City Agreement shall be amended in its entirety to read:

D. In addition to the improvements set forth on Exhibit 1 to the Third Amendment, PCC shall construct the following two (2) improvements both of which are located outside of Culver City and are within the jurisdiction of the City of Los Angeles and the California Coastal Commission:

1. A reconstructed loop ramp connection from Lincoln Boulevard to Culver Boulevard (the "Culver Loop Ramp"). PCC has obtained all required permits for the reconstruction of the Culver Loop Ramp from the City of Los Angeles and the Coastal Commission. The permit approved by the Coastal Commission is being challenged in court (the "Court Challenge"). PCC shall guarantee the completion of the Culver Loop Ramp by delivering to Culver City, within ten (10) days after execution of the Third Amendment by Culver City, a Letter of Credit (the "Loop Letter of Credit") in form and substance reasonably required by Culver City in an amount equal to Six Hundred Fifty Two Thousand dollars (\$652,000), which is the total estimated cost (hard and soft) of the Culver Loop Ramp. If as a result of the Court Challenge PCC shall not have completed the Culver Loop Ramp on or before October 15, 2003, then PCC agrees it will not request (by filing an application for or in any other manner) issuance of a building permit(s) for construction of any Floor Area of office development in excess of 950,000 square feet of Floor Area of office development in the First Phase of the Playa Vista Project, unless and until one of the following conditions are met:
  - a. The Culver Loop Ramp has been completed; or
  - b. PCC shall identify one or more alternatives to the Culver Loop Ramp, and such alternatives have been approved by Culver City's CAO, completed by PCC and accepted by Culver City's CAO; or
  - c. If PCC proposes such alternatives and Culver City and PCC are unable to agree upon alternative improvements to the Culver Loop Ramp, then PCC may pay to Culver City an amount equal to two times the estimated construction costs (hard and soft) to complete the Culver Loop Ramp. Upon the payment by PCC, Culver City shall be entitled to use such amount to fund any traffic, traffic-related and/or transportation-related improvements anywhere in or adjacent to Culver City, in the Culver City's sole discretion. Culver City shall return the Loop Letter of Credit at the time the Culver Loop Ramp is satisfactorily completed or PCC pays to Culver City two times the estimated cost of the Culver Loop Ramp.
  - d. PCC acknowledges that it is PCC's intent to complete construction of the Culver Loop Ramp notwithstanding any exercise by PCC of Paragraph D.1.c, above; provided, that construction is not prohibited or restricted by any governmental agency having jurisdiction over the Culver Loop Ramp, other than the City of Los Angeles, or by any court having jurisdiction over the Culver Loop Ramp.
2. Playa Vista Drive Bridge and Road (formerly Bay Street). Prior to PCC requesting (by filing an application for or in any other manner) the issuance

of a building permit for any Floor Area in excess of 1,857,000 square feet of office development of the First Phase of the Playa Vista Project PCC shall, after good faith consultation with Culver City, propose, one or more traffic related improvements (which can actually be implemented) to be constructed by PCC, each, or any combination, of which shall provide substantially the same mitigation as would have been provided if the Playa Vista Drive Bridge had been completed. Culver City, in the exercise of its sole discretion, shall approve a proposed substitute(s) or, in good faith, propose another to be constructed by PCC. Upon completion of an agreed on substitute, PCC shall be permitted to request and be issued building permit(s) for Floor Area of office development of up to the maximum square footage of office development of the First Phase of the Playa Vista Project as described in Paragraph L of Article I.

SECTION 5. Amendment to Article III, Paragraph B. The following sentence shall be added to the end of Paragraph B of Article III:

In the event that Area A and/or the portions of Area B proposed for development with residential and neighborhood serving retail uses are acquired by a public agency or entity subject to a restriction that limits the future use thereof by such public agency or entity and its successors and assigns to wildlife habitat restoration, watershed restoration, and ancillary public uses ("Public Uses"), Culver City shall, upon written request from PCC, execute, acknowledge and deliver to PCC such documentation as may be reasonably required to remove the recorded documents (*i.e.*, any and all recorded documents evidencing the execution of the Agreement) from Area A and/or such portions of Area B, as applicable; provided, that (i) new documents are recorded against Areas A and B which require the then owner and all subsequent owners, to consult in good faith with Culver City in order to design and implement traffic mitigation measures and improvements outside of Areas A and B which will reduce, to a level of insignificance, traffic impacts on Culver City which would result from the Public Uses or (ii) some substitute method is reasonably approved by Culver City's CAO which provides Culver City similar protection for reducing traffic impacts on Culver City which would result from the Public Uses.

SECTION 6. Amendment to Article III. Paragraph I is added to Article III to read:

I. In addition to any other reimbursement requirement established by the Culver City Agreement, PCC shall reimburse Culver City (and the Culver City Redevelopment Agency) actual costs incurred in reviewing, negotiating and approving this Third Amendment, future amendments to the Culver City Agreement and any other matter initiated by PCC or any successor-in-interest. Costs may include staff costs based on such staff's applicable hourly rate, including salary and benefits, and costs for outside technical and legal consultants retained by Culver City (or the Culver City Redevelopment Agency) in connection with reviewing such amendments. Reimbursable costs shall include an administrative charge to cover support and accounting costs not to exceed twenty-five percent (25%) of staff and consultant charges.

SECTION 7. Amendment to Article III, Paragraph E. Paragraph E of Article III shall be amended in its entirety to read:

Any and all notices or other communications required or permitted to be given hereunder are required to be in writing by either party or its attorney, and shall be delivered personally, or sent by telegram or the United States mail, certified, return receipt requested, postage prepaid and addressed as follows:

To PCC:                    Playa Capital Company  
                              12555 W. Jefferson Boulevard, Suite 300  
                              Los Angeles, California 90066  
                              Attention: General Counsel- Patricia Sinclair, Esq.

and:                      Playa Capital Company  
                              12555 W. Jefferson Blvd, Suite 300  
                              Los Angeles, California 90066  
                              Attention: Vice President-Infrastructure

To Culver City:        Community Development Director  
                              City of Culver City  
                              P.O. Box 507  
                              Culver City, California 90232-0507

and:                      City Attorney  
                              City of Culver City  
                              P.O. Box 507  
                              Culver City, California 90232-0507

and:                      Public Work's Director/City Engineer  
                              City of Culver City  
                              P.O. Box 507  
                              Culver City, California 90232-0507

Either party may from time to time change the address to which and the identity or title of the person to whom such notices, payments or other communications may be sent by giving the other party written notice of such change. Notices and other communications shall be effective on delivery.

SECTION 8. Effective Date. This Third Amendment shall become effective upon the date first noted above.

SECTION 9. Effect of Amendment. Except as specifically modified by the terms of this Third Amendment, the Culver City Agreement shall continue in full force and effect.

SECTION 10. Counterparts. This Third Amendment may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

SECTION 11. Governing Law. This Third Amendment shall be interpreted and construed under the provisions of the laws of the State of California.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

THE CITY OF CULVER CITY,  
a municipal corporation

Carol A. Gross  
Carol A. Gross, Mayor

ATTEST:

Christopher Armenta  
Christopher Armenta  
City Clerk

APPROVED AS TO FORM:

Carol A. Schwab  
Carol A. Schwab  
City Attorney

PLAYA CAPITAL COMPANY, LLC,  
a Delaware limited liability company

By: Randy Johnson  
Name: Randy Johnson  
Title: CEO

**EXHIBIT 1**  
**To The Third Amendment**

1. Sepulveda & Jefferson/Playa
2. Sawtelle & Culver
3. Sepulveda & Culver
4. Centinela & Washington Blvd.
5. Centinela & Washington Place
6. Sepulveda & Centinela
7. Overland & Jefferson
8. Sepulveda & Jefferson/Sawtelle
9. Bristol & Slauson
10. Buckingham & Slauson
11. Bristol & Centinela
12. Overland & Culver
13. I-405 southbound ramps at Jefferson
14. I-405 northbound ramps at Jefferson
15. Marina Freeway & Slauson

**[NOTE: A description of the required improvements to the above-listed intersections is included on Exhibit 1 to the Second Amendment]**

EXHIBIT 2  
To The Third Amendment

| Improvement      | Start Date | Completion Date |
|------------------|------------|-----------------|
| 8.               | 7/1/02     | 12/31/02*       |
| 9.               | 7/1/02     | 12/31/02* **    |
| 10.              | 7/1/02     | 12/31/02*       |
| 11.              | 7/1/02     | 12/31/02*       |
| 12.              | 7/1/02     | 12/31/02*       |
| 13.              | 10/1/02    | 6/31/03*        |
| 14.              | 10/1/02    | 6/31/03*        |
| 15.              | 10.1/02    | 6/31/03*        |
| Culver Loop Ramp |            | 10/15/03*       |

\* Completion date extended during any period in which Culver City restricts or limits construction of public improvements

\*\*Completion date extended resulting from delays due to City acquisition of required right of way

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## FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (the "Fourth Amendment") is entered into this 17 day of May, 2004 by and between Playa Capital Company, LLC, a Delaware limited liability Company ("PCC"), and the City of Culver City, a municipal corporation ("Culver City").

WHEREAS, Culver City and PCC's predecessor-in-interest, Maguire Thomas Partners-Playa Vista, a California limited liability partnership, entered into an Agreement dated October 15, 1993, as amended by that certain First Amendment to Agreement (the "First Amendment") dated August 3, 1995, that certain Second Amendment to Agreement (the "Second Amendment") dated January 4, 2004, and that certain Third Amendment to Agreement (the "Third Amendment") dated May 20, 2002 (collectively, the Culver City Agreement").

WHEREAS, Culver City and PCC desire to revise Article II of the Culver City Agreement, to accommodate the development of a new phase of development of the Playa Vista Property, known as the Village at Playa Vista.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants and agreements contained herein and in the Culver City Agreement, Culver City and PCC do hereby agree to amend the Culver City Agreement as follows:

SECTION 1. Amendment to Article II. Article II of the Culver City Agreement shall be amended in its entirety to read:

A. PCC has proposed to develop a portion of Area D of the Playa Vista Property more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Area D2"). PCC has proposed to develop Area D2 as a mixed use residential project with retail uses as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Village"). In connection with the proposed development of the Village, the City of Los Angeles has prepared a Draft Environmental Impact Report for the Village at Playa Vista (State Clearinghouse No. 20022111065, City of Los Angeles EIR No. 2002-6129-EIR) ("DEIR"). As part of the DEIR process, a traffic study was prepared analyzing the traffic related and transportation impacts resulting from the development of the Village (the "Traffic Study").

B. The DEIR includes a number of traffic and transportation mitigation measures within Culver City as set forth on Exhibit C attached hereto and incorporated herein by reference (the "DEIR Culver City Mitigation Measures"). Culver City has reviewed the Traffic Study and has requested the City of Los Angeles make certain modifications to the DEIR Culver City Mitigation Measures (as further refined in negotiations of this Fourth Amendment) as set forth on Exhibit D attached hereto and incorporated herein by reference (the "Revised Culver City Mitigation Measures"). PCC agrees to implement the Revised Culver City Mitigation Measures and Culver City agrees to work with PCC to permit PCC to implement the Revised Culver City Mitigation Measures. Culver City agrees the Revised Culver City Mitigation Measures mitigate all significant impacts of traffic generated by the Village in Culver City as described in Exhibit B.

C. The DEIR contains a subphasing plan and schedule for implementation of the DEIR mitigation measures including the DEIR Culver City Mitigation Measures as set forth on Exhibit E-1 attached hereto and incorporated by reference. PCC agrees to notify Culver City in advance of any modifications or changes to the subphasing plan and schedule, as described in Exhibit E-1, involving mitigation measures not located in Culver City. Consent of Culver City shall not be required to modify or change mitigation measures not located in Culver City; provided, however, that Culver City shall have the right to seek mandamus, specific performance and injunctive relief, including, but not limited to, a temporary restraining order or other equitable relief, with respect to any such change or modification to the subphasing plan and schedule approved by the City of Los Angeles if such change or modification may create a significant, unmitigated impact in Culver City. Culver City shall have no right to damages in any such proceeding, except that if Culver City prevails in its action PCC shall reimburse Culver City for all City Staff, consultant, and attorney's fees and Court cost associated with such action.

D. PCC shall implement the Revised Culver City Mitigation Measures in accordance with the subphasing plan and schedule set forth on Exhibit E-2 attached hereto and incorporated herein by reference. The subphasing plan and schedule for the Revised Culver City Mitigation Measures may not be amended without the prior written consent of the Culver City Chief Administrative Officer or his /her designee.

E. In order to provide assurances to Culver City the projected number of vehicular trips to be generated by the proposed development of the Village is consistent with the DEIR and contained in the Final Environmental Impact Report for the Village at Playa Vista (State Clearinghouse No. 20022111065, City of Los Angeles EIR No. ENV-2002-6129-EIR) ("FEIR"), as certified by the City of Los Angeles, PCC agrees to undertake a Trip Verification Study in accordance with the Protocol for Trip Verification Study set forth on Exhibit F attached hereto and incorporated herein by reference.

In the event the trips determined in accordance with the Protocol for Trip Verification Study as set forth on Exhibit F exceeds the trip generation estimates in Item No. 4 of Exhibit F, PCC shall prepare a traffic analysis that evaluates whether the increased trip generation creates any additional significant impacts in Culver City beyond the impacts previously identified in the FEIR. PCC shall deliver to Culver City such additional analysis within sixty (60) days following the completion of the traffic counts identified in Exhibit F. The traffic analysis shall identify any additional measures that will avoid any such additional impacts in Culver City. PCC and Culver City shall meet and confer with respect to the traffic analysis and additional traffic measures that may be requested by Culver City to avoid such additional impacts identified by the analysis.

In the event Culver City and PCC are unable to reasonably agree on additional traffic measures sufficient to avoid the additional significant impacts in Culver City, PCC may elect to (i) reduce development in subphase 4 of the Village sufficient to avoid the additional significant impacts in Culver City, (ii) reduce development in the First Phase of Playa Vista sufficient to avoid the additional significant impacts on Culver City or (iii) reduce development, in some combination, of the First Phase of Playa Vista and subphase 4 of the Village sufficient to avoid the additional significant impacts on Culver City. If PCC does not make any such reductions and Culver City and PCC are unable to agree on additional mitigation measures to reduce the

additional significant impacts on Culver City to a level of insignificance, then Culver City and PCC may agree to have PCC pay to Culver City an amount equal to (a) the number of Peak Hour trips (the higher of A.M. or P.M. Peak Hour trips) required to be reduced in order to avoid the additional significant impacts on Culver City, times (b) the Trip Mitigation Fee, as hereinafter defined. The Trip Mitigation Fee shall be \$3,575 per trip in 2004 dollars or equal to the City of Los Angeles Coastal Transportation Corridor Specific Plan trip fee which ever is greater. The basic Trip Mitigation Fee shall be increased annually, commencing on May 1, 2005, by the percentage increase in construction costs in the Los Angeles area based on the Means Construction Cost Index for Transportation Project in Southern California or other similar index agreed to by the parties. Through the compliance with this Paragraph E, Culver City acknowledges and agrees all potential significant impacts of the Village are fully mitigated; provided, that PCC develops the Village in accordance with Exhibit B, unless agreed to by Culver City.

F. Culver City agrees in the event Culver City approves a project in Culver City with estimated traffic and transportation impacts in Culver City similar to the Village without imposing a Trip Verification Study requirement substantially similar to the requirements of Paragraph E above, PCC shall not be obligated to complete the Trip Verification Study as required by Paragraph E above.

G. In the event the City of Los Angeles does not approve the Village, this Fourth Amendment shall be void and of no further force or effect and all the terms of the Culver City Agreement prior to this Fourth Amendment shall be reinstated. In the event the City of Los Angeles reduces the scope of the Village, which avoids some or all impacts in Culver City, Culver City and PCC agree to modify the Revised Culver City Mitigation Measures to the extent impacts from the reduced Village are avoided in Culver City.

H. Culver City covenants and agrees it will not, directly or indirectly, oppose the approval by the City of Los Angeles of the Village. Culver City further agrees it will not challenge, sue or contest, directly or indirectly, in any judicial or administrative proceeding, the approval of the Village or the implementation of the Village in accordance with the approvals for the Village; provided, however, nothing in the Culver City Agreement or this Fourth Amendment, shall limit the ability of Culver City to enforce the provisions of the Culver City Agreement, as amended by this Fourth Amendment.

I. In the event PCC or the City of Los Angeles modifies or changes the Village from that described in Exhibit B, PCC agrees to notify Culver City in advance of any such modifications or changes being approved. Consent of Culver City shall not be required for such modifications or changes; provided, however, that Culver City may seek mandamus, specific performance and injunctive relief, including, but not limited to, a temporary restraining order or other equitable relief, with respect to any such change or modification to the Village from that described in Exhibit B if such change or modification may create a significant, unmitigated impact in Culver City.

SECTION 2. Amendment to Article III, Paragraph E. Paragraph E of Article III shall be amended in its entirety to read:

Any and all notices or other communications required or permitted to be given hereunder are required to be in writing by either party or its attorney, and shall be delivered personally, or sent by telegram or the United States mail, certified, return receipt requested, postage prepaid and addressed as follows:

To PCC: Playa Capital Company  
5510 Lincoln Boulevard  
Suite 100  
Playa Vista, CA 90094  
Attention: General Counsel – Patricia Sinclair, Esq.

and: Playa Capital Company  
5510 Lincoln Boulevard  
Suite 100  
Playa Vista, CA 90094  
Attention: Vice President-Infrastructure

To Culver City: Chief Administrative Officer  
City of Culver City  
P.O. Box 507  
Culver City, California 90232-0507

and: City Attorney  
City of Culver City  
P.O. Box 507  
Culver City, California 90232-0507

and: Public Works Director/City Engineer  
City of Culver City  
P.O. Box 507  
Culver City, California 90232-0507

Either party may from time to time change the address to which and the identity or title of the person to whom such notices, payments or other communications may be sent by giving the other party written notice of such change. Notices and other communications shall be effective on delivery.

SECTION 3. Effective Date. This Fourth Amendment shall become effective upon the date first noted above.

Section 4. Effect on Successors and Recordation. This Fourth Amendment shall be apply to each and every of PCC's successors, transferees and assignees. A memorandum of this agreement shall be recorded against Area D2 as soon as possible after the effective date of this Fourth Amendment and the City of Los Angeles' approval of the Village.

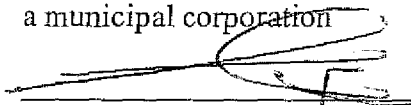
SECTION 5. Effect of this Fourth Amendment. Except as specifically modified by the terms of this Fourth Amendment, the Culver City Agreement shall continue in full force and effect.

SECTION 6. Counterparts. This Fourth Amendment may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

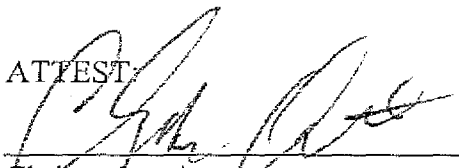
SECTION 7. Governing Law. This Fourth Amendment shall be interpreted and construed under the provisions of the laws of the State of California.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

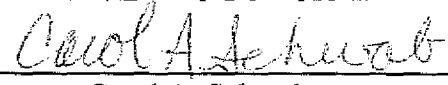
THE CITY OF CULVER CITY,  
a municipal corporation

  
Steven J. Rose, Mayor

ATTEST:

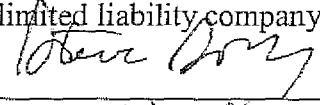
  
Christopher Armenta  
City Clerk

APPROVED AS TO FORM:

  
Carol A. Schwab  
City Attorney

PLAYA CAPITAL COMPANY, LLC  
a Delaware limited liability company

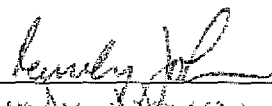
By:

Name: 

Title: President

And:

By:

Name: 

Title: SA, VP / CFO

EXHIBIT A  
Project Boundaries

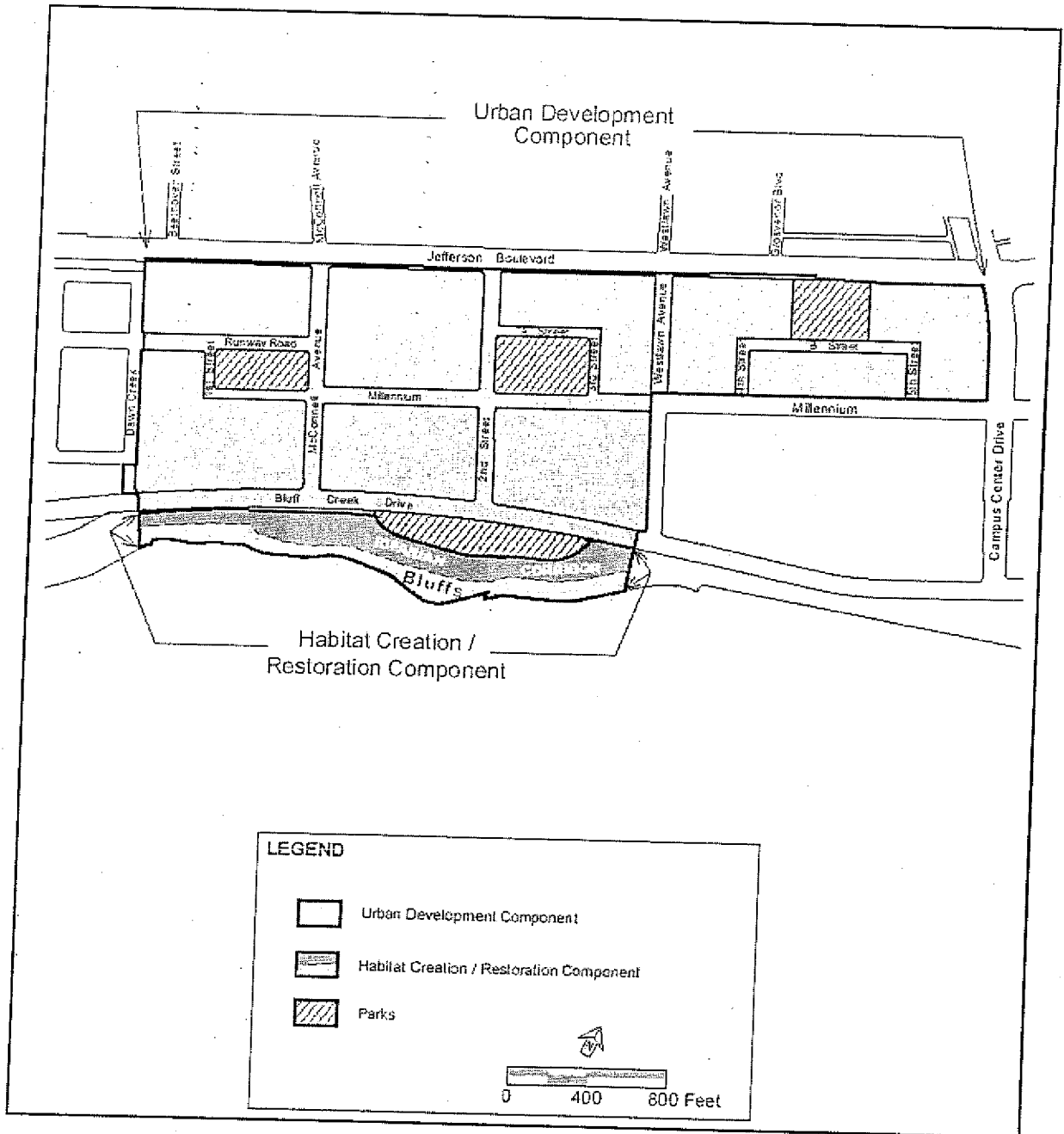
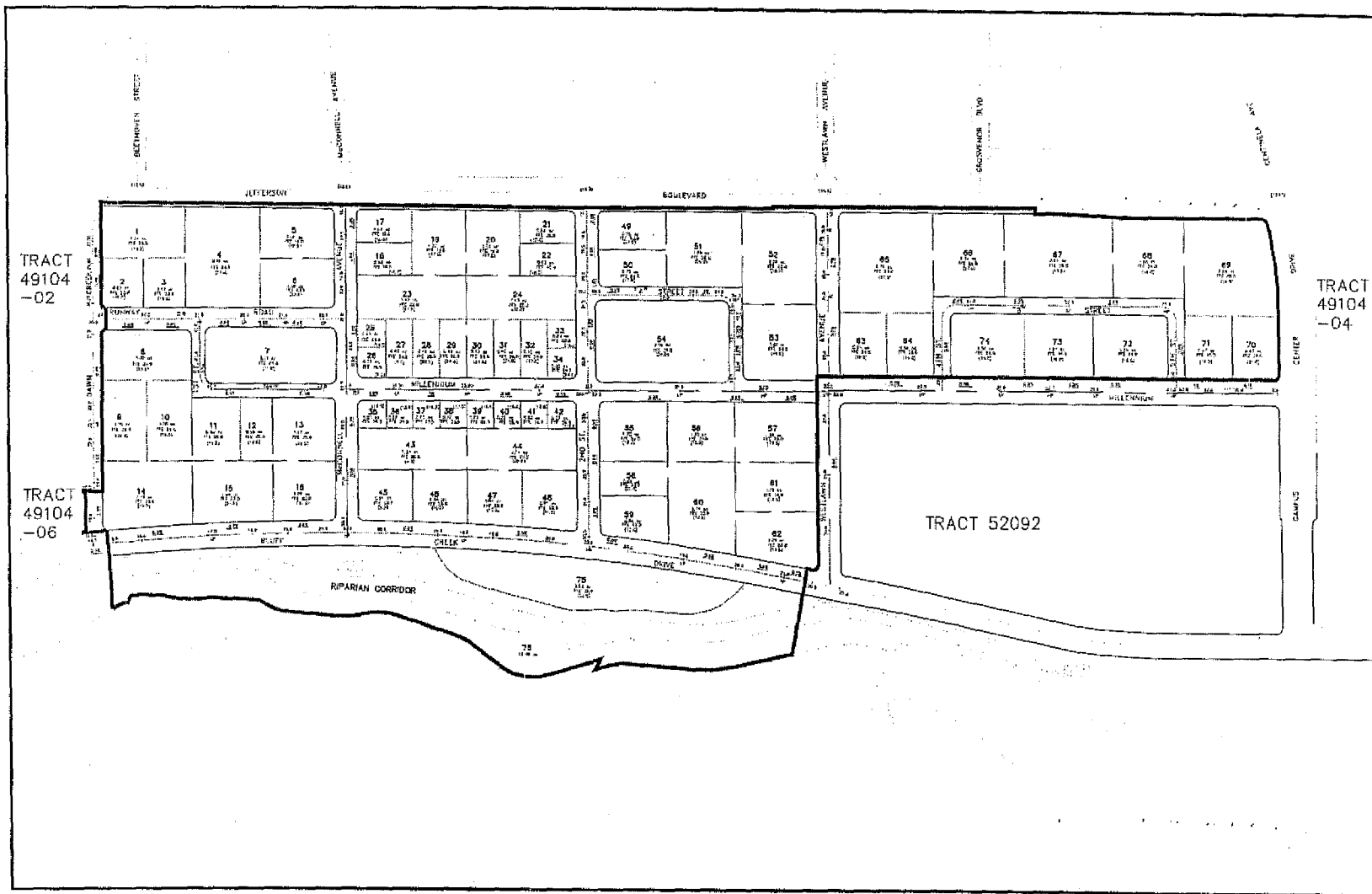


EXHIBIT A cont. Vesting Tentative Tract Map No. 60110



## EXHIBIT B

The Village at Playa Vista is located on an approximately 111.0-acre site in the Playa Vista area of West Los Angeles. The Village at Playa Vista consists of the following two components: (1) a mixed-use community ("the Urban Development Component"); and (2) a Riparian Corridor and restoration and maintenance of a portion of the Westchester Bluffs adjacent to the Riparian Corridor (the "Habitat Creation/Restoration Component"), as described in City of Los Angeles EIR No. ENV-2002-6129-EIR.

The Urban Development Component allows the development of a master planned community composed of residential, commercial, recreational, and community-serving uses. This development will occur on an approximately 99.3-acre site consisting of 87.5 acres of residential, commercial, and community serving development, 11.4 acres of parks, and 0.4 acre of other passive open space. The proposed development includes 2,600 dwelling units, 175,000 square feet (sq.ft.) of office space, 150,000 sq.ft. of retail space, 40,000 sq.ft. of community-serving uses, and an equivalency program that allows an exchange of office uses for retail and/or assisted living uses.

The Habitat Creation/Restoration Component includes a total of approximately 11.7 acres, of which the Riparian Corridor involves approximately 6.7 acres, with the restoration of the adjoining portion of the Westchester Bluffs occurring over the remaining 5 acres. The construction of the Riparian Corridor would complete a 25-acre riparian corridor that also includes sections east and west of the Riparian Corridor, ultimately feeding into the Playa Vista First Phase Freshwater Marsh.

The Village would include a number of discretionary actions, including, without limitation:

- Amendment of the Westchester/Playa del Rey Community Plan
- Amendments to the Playa Vista Area D Specific Plan
- Approval of Tract Maps, including without limitation, VTTM No. 60110
- Approval of a Development Agreement
- Other approvals, as necessary, to implement the Village project

## EXHIBIT C

### Summary of Culver City Mitigation Measures from Draft EIR

#### 1. Physical intersection improvements in Culver City:

- Washington Place/Centinela Avenue— Provide dual east bound & west bound left turn lanes, and install signal phasing & equipment as required.
- Green Valley Circle/Centinela Avenue— Restripe the street in order to provide a west bound right turn lane.
- Sawtelle Boulevard/Culver Boulevard— Provide north bound and south bound right turn lanes consistent with anticipated Caltrans' I-405 improvements.
- Overland Avenue/Culver Boulevard— Add a right-turn lane along the westbound approach on Culver Boulevard, and provide a southbound right-turn-only lane on Overland Avenue.

#### 2. Signal System Improvements:

- Sepulveda Boulevard/Centinela Avenue. Contribute to the design and implementation of ATCS. The intersection of Sepulveda Boulevard and Centinela Avenue is included within the City of Los Angeles' Adaptive Traffic System Control (ATCS) "Airport" system, which is scheduled for implementation by Los Angeles Department of Transportation (NOTE: this system is not a part of the proposed LAX Master Plan currently under review, and is scheduled to be implemented separately and independently from that proposed project).

#### 3. Transit System Improvements:

- PCC shall fund the purchase of six 40-foot buses (at a cost of \$400,000 per bus) similar to current Culver CityBus vehicles as follows: one bus each for Lines 2 and 4 and two buses each for Line 6 and New Limited Route along Sepulveda (south).
- PCC shall provide certain Operation and Maintenance (O&M) costs for the new buses purchased using the following parameters:
  - a. 100% funding for 3 years and 15% for the next 7 years afterwards.
  - b. O&M cost shall be calculated using a rate \$85/hour.
  - c. For five of the buses the O&M costs shall be calculated based on peak period bus operations (Line 6 and the new Limited Bus) at 7.5 hours/day/bus for 250 days a year.
  - d. For one bus the O&M costs shall be calculated based on all-day bus operations (Line 4) at 12.5 hours/day/bus for 250 days a year.
  - e. Farebox revenue from each of the PCC funded buses will offset O&M contribution

## EXHIBIT D

### Revised Culver City Mitigation Measures

1. PCC shall design and construct at its sole cost and to the reasonable satisfaction of Culver City the following physical intersection improvements in Culver City:
  - Washington Place/Centinela Avenue— Provide dual east bound & west bound left turn lanes, and install signal phasing & equipment as required.
  - Green Valley Circle/Centinela Avenue— Restripe the street in order to provide a west bound right turn lane.
  - Sawtelle Boulevard/Culver Boulevard— Provide north bound and south bound right turn lanes consistent with anticipated Caltrans' I-405 improvements.

NOTE— The intersection improvements previously proposed in the DEIR for Culver Boulevard/Overland Avenue would now be addressed by proposed Signal System improvements and the previously proposed physical improvement would be deleted from the program.

2. Signal System Improvements (Traffic and Bus operation enhancements):

- PCC shall provide an adaptive signal synchronization system reasonably acceptable to Culver City at 17 intersections along Jefferson and Culver Boulevards and at the intersection of Playa/Hannum, at a cost to PCC not to exceed \$255,000.
- PCC shall provide a control system (at a cost to PCC not to exceed \$500,000) and support costs (at a cost to PCC not to exceed \$50,000 annually for 10 years) for adaptive signal synchronization system.
- PCC shall retain a traffic consultant, reasonably acceptable to Culver City, to conduct a Signal Optimization Analysis along Sepulveda Boulevard, Washington Boulevard, Jefferson Boulevard, and Overland Avenue corridors within Culver City. The scope of work for the Signal Optimization Analysis shall not exceed a \$50,000 cost to PCC.

NOTE— The intersection of Sepulveda Boulevard and Centinela Avenue is included within the City of Los Angeles' Adaptive Traffic System Control (ATCS) "Airport" system, which is scheduled for implementation by Los Angeles Department of Transportation (this system is not a part of the proposed LAX Master Plan currently under review, and is scheduled to be implemented separately and independently from that proposed project). The funding and implementation of ATCS at this location is a component of the Village at Playa Vista Transportation Improvement Program and is separate from the Culver City Signal System Improvements discussed in Section 2 above.

3. Transit System Improvements:

- PCC shall fund the purchase of five 40-foot buses (at a cost of \$400,000 per bus) similar to current Culver CityBus vehicles as follows: one bus for Line 4 and two buses each for Line 6 and New Limited Route along Sepulveda (south);

provided, that if in the reasonable discretion of the Culver City Transportation Director, the proposed buses can be provided from alternative sources, then PCC shall remit to Culver City Transportation Department payment in the total amount of \$2,000,000 on or before March 31, 2007 for transportation/transit improvements to Culver CityBus operations; provided that the Village is not subject to delay due to litigation or other unforeseen circumstances as reasonably determined by Culver City and PCC, and further, that Culver City shall place such buses in service within six (6) months of delivery, but not later than 24 months after payment of the \$2,000,000. In the event said payment is received after March 31, 2007 and the purchase of the buses is not complete prior to December 12, 2008, the expiration of the current purchase agreement with Culver City's bus provider PCC shall provide sufficient funding to cover the full cost equivalent of acquiring the five buses.

- PCC shall provide Transit Priority System (TPS) components (at a cost to PCC not to exceed \$200,000) for signalized locations along Washington Boulevard, between the Costco westerly driveway and Berryman Avenue (up to 12 intersections). The TPS shall meet the specification of Culver City.
- PCC shall provide for certain Operation and Maintenance (O&M) costs for the buses purchased using the following parameters:
  - a. 100% funding for the first 3 years of operation and 15% for the next 7 years afterwards.
  - b. O&M cost shall be calculated using a rate of \$85/hour.
  - c. For four of the buses the O&M costs shall be calculated based on actual total peak period hours operated (Line 6 and the new Limited Bus) not to exceed 7.5 hours/day/bus for 250 days a year.
  - d. For one bus the O&M costs shall be calculated based on actual all-day bus operations (Line 4) not to exceed 12.5 hours/day/bus for 250 days a year.
  - e. Farebox revenue from each of the PCC funded buses will offset O&M contribution.
  - f. Culver City shall submit invoices for O&M costs on a quarterly basis. PCC shall remit payment within 30 days of receipt.
- PCC will provide for bus fare subsidies of up to 200 bus passes per month for employees or residents at Playa Vista for a period of 10 years at a cost not to exceed \$50,000 per year.

NOTE— The new bus proposed in the DEIR for Line 2 is recommended to be deleted, in order to provide funding for the Washington Boulevard Corridor TPS enhancement.

4. Neighborhood Traffic Management Program (NTMP): If needed, after implementation of the PCC Phase 1 funded NTMP implementation, PCC shall provide up to \$25,000 to fund a supplemental NTMP for the Sunkist Park neighborhood in Culver City and for subsequent implementation of traffic calming measures identified in the plan.

5. Construction vehicle travel through Culver City shall be subject to the review and reasonable approval of Culver City, and shall be conducted in accordance with the standard rules and regulations established by Culver City. These include allowable operating times for construction activities, truck haul routes, clearance requirements, etc.

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EXHIBIT E-1

VILLAGE AT PLAYA VISTA  
DRAFT EIR MITIGATION SUBPHASING PLAN <sup>a</sup>

| Subphase <sup>b</sup> | P.M. Peak-Hour<br>Trips per<br>Subphase <sup>b</sup> | Transportation System Improvements <sup>c, d, e, f</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Jurisdiction                                                                                                                                                                                                                                |
|-----------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Village Subphase 1    | 575                                                  | <ol style="list-style-type: none"> <li>1. Provide funding for 1 bus for Culver City Bus Line 6 (CC6)</li> <li>2. Provide funding for 1 bus for Culver City Bus Line 2 (CC2)</li> <li>3. Provide funding for Airport System ATCS</li> <li>4. Provide funding for Transit Priority System (TPS) on Lincoln Corridor</li> <li>5. Signal improvement (phasing) at Lincoln Bl/83rd St</li> <li>6. Provide funding for neighborhood traffic management</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Culver City</p> <p>Culver City</p> <p>City of Los Angeles</p> <p>City of LA/Caltrans</p> <p>City of LA/Caltrans</p> <p>City of Los Angeles</p>                                                                                           |
| Village Subphase 2    | 575<br>(1,150<br>cumulative)                         | <ol style="list-style-type: none"> <li>1. Provide funding for 2 buses for CC4 (includes extension to Playa Del Rey)</li> <li>2. Physical and/or operational improvements at: <ol style="list-style-type: none"> <li>2a. Centinela Av/Venice Bl</li> <li>2b. Green Valley Circle/Centinela Avenue</li> <li>2c. La Tijera Bl/Centinela Av</li> <li>2d. Overland Av/Culver Bl</li> <li>2e. Sawtelle Bl/Culver Bl</li> </ol> </li> <li>3. Provide funding for signal improvement at Aviation Bl/Florence Av/Manchester Av</li> <li>4. Project component – Jefferson Boulevard corridor improvement (between Beethoven Av to Centinela Av) <sup>g</sup></li> <li>5. Project component – complete Bluff Creek Dr corridor improvement (Dawn Creek to Westlawn) <sup>g</sup></li> <li>6. Campus Center Drive between Millennium and Bluff Creek Drive – Public Access</li> </ol> | <p>Culver City</p> <p>City of LA/Caltrans</p> <p>Culver City</p> <p>City of Los Angeles</p> <p>Culver City</p> <p>Culver City</p> <p>City of Inglewood</p> <p>City of Los Angeles</p> <p>City of Los Angeles</p> <p>City of Los Angeles</p> |
| Village Subphase 3    | 575<br>(1,725<br>cumulative)                         | <ol style="list-style-type: none"> <li>1. Provide funding for Smart Corridor System ATCS</li> <li>2. Extension of internal shuttle to off-site locations</li> <li>3. Physical and/or operational improvements at: <ol style="list-style-type: none"> <li>3a. Centinela Av/Culver Bl</li> <li>3b. Centinela Av/Washington Pl</li> <li>3c. La Brea Av/Centinela Av</li> <li>3d. Palawan Way/Admiralty Way</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>City of Los Angeles</p> <p>LA/Culver City/LA County</p> <p>City of Los Angeles</p> <p>Culver City</p> <p>City of Inglewood</p> <p>Los Angeles County</p>                                                                                 |

## EXHIBIT E-1

### VILLAGE AT PLAYA VISTA DRAFT EIR MITIGATION SUBPHASING PLAN (Continued)

| Subphase <sup>b</sup> | P.M. Peak-Hour<br>Trips per<br>Subphase <sup>b</sup> | Transportation System Improvements <sup>c, d, e, f</sup>                                                                                                                  | Jurisdiction                                               |
|-----------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Village Subphase 4    | 575<br>(2,300<br>cumulative)                         | 1. Provide funding for 2 buses for CC6 Limited<br>2. Operational improvement at I-405 NB Ramps/Jefferson Bl<br>3. Centinela Avenue corridor improvement (Culver to SR-90) | Culver City<br>Culver City/Caltrans<br>City of Los Angeles |

<sup>a</sup> The subphasing plan may be revised, where appropriate and as determined by LADOT: (1) upon demonstration that measures for each subphase in the revised subphasing plan are equivalent or superior to the original mitigation measures; and/or (2) upon demonstration that approval or implementation of measures has been delayed, provided that the Applicant has demonstrated reasonable efforts and due diligence to the satisfaction of LADOT.

<sup>b</sup> P.M. peak-hour trip generation for each subphase would determine the specific traffic improvements shown. P.M. peak-hour trip generation to be estimated as subphases develop using the following factors:

Dwelling Units – 0.54 trip per unit

Office – 1.74 trips per 1,000 sf

Retail – 3.83 trips per 1,000 sf (includes pass-by reduction)

Community Serving Uses – 0.45 trip per 1,000 sf (includes internal capture reduction)

<sup>c</sup> Prior to the issuance of any building permit for each subphase, all on- and off-site mitigation measures for the subphase shall be complete or suitably guaranteed satisfactory to LADOT.

<sup>d</sup> Temporary Certificates of Occupancy may be granted in the event of any delay through no fault of the Applicant, provided that, in each case, the applicant has demonstrated reasonable efforts and due diligence to the satisfaction of LADOT.

<sup>e</sup> Substitute mitigation measures may be provided subject to approval by the agency with jurisdiction over the location of the measure, upon demonstration that the substitute measure is equivalent or superior to the original mitigation measure.

<sup>f</sup> Prior to the issuance of the final Certificate of Occupancy in the final subphase, all required improvements in the entire mitigation phasing plan shall be funded, completed, or resolved to the satisfaction of LADOT.

<sup>g</sup> The Jefferson Boulevard and Bluff Creek Drive corridors are components of the Proposed Project. Neither improvement serves to mitigate any Project impact; they are included in this table to establish timing for completion.

NOTE: These mitigation measures are described in more detail in Section IV.K.(1), Traffic and Circulation of the Draft EIR for the Village at Playa Vista, and Section II.15, Corrections and Additions, of the Final EIR for the Village at Playa Vista

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## EXHIBIT E-2

### VILLAGE AT PLAYA VISTA REVISED CULVER CITY MITIGATION SUBPHASING PLAN

| Subphase <sup>b</sup> | P.M. Peak-Hour<br>Trips per<br>Subphase <sup>b</sup> | Transportation System Improvements <sup>c, d, e, f</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Jurisdiction                                                                                                                                                                       |
|-----------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Village Subphase 1    | 575                                                  | <ol style="list-style-type: none"> <li>1. Provide funding for 5 buses for Culver City Bus</li> <li>2. Provide funding for Airport System ATCS</li> <li>3. Provide funding for Transit Priority System (TPS) on Lincoln Corridor</li> <li>4. Signal improvement (phasing) at Lincoln Bl/83rd St</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Culver City</p> <p>City of Los Angeles</p> <p>City of LA/Caltrans</p> <p>City of LA/Caltrans</p>                                                                                |
| Village Subphase 2    | 575<br>(1,150<br>cumulative)                         | <ol style="list-style-type: none"> <li>1. Physical and/or operational improvements at:               <ol style="list-style-type: none"> <li>1a. Centinela Av/Venice Bl</li> <li>1b. Green Valley Circle/Centinela Avenue</li> <li>1c. La Tijera Bl/Centinela Av</li> </ol> </li> <li>2. Provide funding for signal improvement at Aviation Bl/Florence Av/Manchester Av</li> <li>3. Project component – Jefferson Boulevard corridor improvement (between Beethoven Av to Centinela Av) <sup>g</sup></li> <li>4. Project component – complete Bluff Creek Dr corridor improvement (Dawn Creek to Westlawn) <sup>g</sup></li> <li>5. Campus Center Drive between Millennium and Bluff Creek Drive – Public Access</li> </ol> | <p>City of LA/Caltrans</p> <p>Culver City</p> <p>City of Los Angeles</p> <p>City of Inglewood</p> <p>City of Los Angeles</p> <p>City of Los Angeles</p> <p>City of Los Angeles</p> |
| Village Subphase 3    | 575<br>(1,725<br>cumulative)                         | <ol style="list-style-type: none"> <li>1. Provide funding for Smart Corridor System ATCS</li> <li>2. Extension of internal shuttle to off-site locations</li> <li>3. Physical and/or operational improvements at:               <ol style="list-style-type: none"> <li>3a. Centinela Av/Culver Bl</li> <li>3b. La Brea Av/Centinela Av</li> <li>3c. Palawan Way/Admiralty Way</li> </ol> </li> <li>4. Provide Culver City Adaptive Signal Synchronization System</li> <li>5. Provide Culver City Transit Priority System (TPS) along Washington Bl</li> </ol>                                                                                                                                                               | <p>City of Los Angeles</p> <p>LA/Culver City/LA County</p> <p>City of Los Angeles</p> <p>City of Inglewood</p> <p>Los Angeles County</p> <p>Culver City</p> <p>Culver City</p>     |
| Village Subphase 4    | 575<br>(2,300<br>cumulative)                         | <ol style="list-style-type: none"> <li>1. Operational improvement at I-405 NB Ramps/Jefferson Bl</li> <li>2. Centinela Avenue corridor improvement (Culver to SR-90)</li> <li>3. Physical and/or operational improvements at:               <ol style="list-style-type: none"> <li>3a. Sawtelle Bl/Culver Bl</li> <li>3b. Centinela Av/Washington Pl</li> </ol> </li> </ol>                                                                                                                                                                                                                                                                                                                                                 | <p>Culver City/Caltrans</p> <p>City of Los Angeles</p> <p>Culver City</p> <p>Culver City</p>                                                                                       |

## EXHIBIT E-2

### VILLAGE AT PLAYA VISTA REVISED CULVER CITY MITIGATION SUBPHASING PLAN (Continued)

| Subphase <sup>b</sup> | P.M. Peak-Hour<br>Trips per<br>Subphase <sup>b</sup> | Transportation System Improvements <sup>c, d, e, f</sup> | Jurisdiction        |
|-----------------------|------------------------------------------------------|----------------------------------------------------------|---------------------|
|                       |                                                      | 4. Provide funding for neighborhood traffic management   | City of Los Angeles |

<sup>a</sup> The subphasing plan may be revised, where appropriate and as determined by LADOT: (1) upon demonstration that measures for each subphase in the revised subphasing plan are equivalent or superior to the original mitigation measures; and/or (2) upon demonstration that approval or implementation of measures has been delayed, provided that the Applicant has demonstrated reasonable efforts and due diligence to the satisfaction of LADOT.

<sup>b</sup> P.M. peak-hour trip generation for each subphase would determine the specific traffic improvements shown. P.M. peak-hour trip generation to be estimated as subphases develop using the following factors:

- Dwelling Units – 0.54 trip per unit
- Office – 1.74 trips per 1,000 sf
- Retail – 3.83 trips per 1,000 sf (includes pass-by reduction)
- Community Serving Uses – 0.45 trip per 1,000 sf (includes internal capture reduction)

<sup>c</sup> Prior to the issuance of any building permit for each subphase, all on- and off-site mitigation measures for the subphase shall be complete or suitably guaranteed satisfactory to LADOT.

<sup>d</sup> Temporary Certificates of Occupancy may be granted in the event of any delay through no fault of the Applicant, provided that, in each case, the applicant has demonstrated reasonable efforts and due diligence to the satisfaction of LADOT.

<sup>e</sup> Substitute mitigation measures may be provided subject to approval by the agency with jurisdiction over the location of the measure, upon demonstration that the substitute measure is equivalent or superior to the original mitigation measure.

<sup>f</sup> Prior to the issuance of the final Certificate of Occupancy in the final subphase, all required improvements in the entire mitigation phasing plan shall be funded, completed, or resolved to the satisfaction of LADOT.

<sup>g</sup> The Jefferson Boulevard and Bluff Creek Drive corridors are components of the Proposed Project. Neither improvement serves to mitigate any Project impact; they are included in this table to establish timing for completion.

NOTE: These mitigation measures are described in more detail in Section IV.K.(1), Traffic and Circulation of the Draft EIR for the Village at Playa Vista, and Section II.15, Corrections and Additions, of the Final EIR for the Village at Playa Vista

## EXHIBIT F

### Village at Playa Vista Protocol for Trip Verification Study

1. Ninety (90) days after occupancy of 75% of the total entitled development for the Village, but prior to any occupancy of Subphase 4 of the Village as defined in the FEIR, PCC shall provide to Culver City a detailed site plan of the constructed portion of the Village. The site plan will detail i.) the location of all internal and external public and private streets adjacent to and within the Village site; ii.) the Village development lots; iii.) completed buildings; and iv.) driveways connecting the developed lots to the streets. The site plan shall be keyed to identify each completed structure and the corresponding square footage and use for non-residential space and the number and type (bedrooms) of residential units. The site plan shall also identify the current occupancy rate for the non-residential space and the residential units, by type for each building.

2. Culver City shall use the site plan to identify the driveway locations to be counted in the Trip Verification Study. The Trip Verification Study shall collect driveway counts at the driveways serving individual residential-only buildings that are substantially occupied and that cumulatively provide between a 25% and a 35% sample of the then constructed residential units of the Village.

3. The automatic-machine counts shall be conducted over three weekday periods at each location, as identified in "2" above, in order to collect traffic data during morning (6-9 AM) and afternoon (4-7 PM) peak time periods. The counts will be taken on Tuesdays, Wednesdays and Thursdays only, provided that each sample driveway location is to be counted 3 times, once for each day and only one day per week. The 3 counts will be taken during weeks when normal traffic patterns would be expected to occur, and specifically not when there are holidays or school vacations scheduled at Los Angeles Unified School District, Culver City Unified School District, University of California at Los Angeles, University of Southern California, Loyola Marymount University, Santa Monica College and West Los Angeles College, unless otherwise reasonably approved by the parties. In order to ensure that the 3 counts are taken during periods that most likely will yield a true sampling of normal traffic patterns, the counts will not be required to be taken on consecutive weeks.

4. The data from the counts shall be averaged to determine the actual trip rates for AM and PM Peak Hours and shall be compared to the Peak Hour rates published in the DEIR. The peak hour rates published in the DEIR are based on Institute of Transportation Engineers "Trip Generation," 6<sup>th</sup> Edition, 1997, are as follows for residential uses, pursuant to DEIR Table 120, Trip Generation Estimates, Page 860:

AM Peak Hour Trips/Units 0.44

1,144 total AM Peak Hour Trips (2,600 Units)

PM Peak Hour Trips/Units 0.54

1,404 total PM Peak Hour Trips (2,600 Units)

# PLAYA VISTA

THE WESTSIDE.  
RE-IMAGINED.

November 27, 2006

Mr. Charles Herbertson  
Public Works Director/City Engineer  
City of Culver City  
9770 Culver Blvd.  
Culver City, CA 90232-0507

Dear Mr. Herbertson:

As you are aware in October, 1993, Playa Capital Company, LLC (PCC) and the City of Culver City (Culver City) entered into a Settlement Agreement (Agreement) with respect to the First Phase of the Playa Vista Project. The Agreement provided for the commitment by Playa Vista to construct certain traffic improvements requested by Culver City for the First Phase of the Playa Vista Project. Over the years PCC and Culver City have amended the Agreement in several respects.

In particular, in May 2002, PCC and Culver City entered into Amendment No. 3 to the Agreement which reflects various revisions to the implementation of the transportation improvements required by Culver City for the First Phase Project. One of the improvements provided for in the Agreement was construction of a bridge connecting Playa Vista Drive and Culver Boulevard over the Ballona Channel (the Playa Vista Drive Bridge). Following the original approval of the Agreement, the Playa Vista Drive Bridge became infeasible due to the transfer of certain lands by PCC for permanent open space to the State of California. The Amendment provided for the elimination of the Playa Vista Drive Bridge as a transportation improvement which was required by the Agreement. In recognition of the fact that the Playa Vista Drive Bridge was infeasible, the Amendment provides that prior to the issuance of a building permit for any floor area in excess of 1,857,000 square feet of office development of the First Phase, PCC is required to consult with Culver City and propose one or more traffic related improvements which would provide substantially the same mitigation as if the Playa Vista Drive Bridge had been completed.

PCC has worked with Culver City in good faith to reach agreement for an alternative improvement for the Playa Vista Drive Bridge. That alternative improvement, which is discussed in more detail below, will provide for a major improvement to Sepulveda Boulevard between north of Jefferson Boulevard/Playa Street intersection to Green Valley Circle. Although the trigger of 1,857,000 square feet is years away, PCC and staff believe that this is an opportunity to accelerate improvements in Culver City along Sepulveda Boulevard that would benefit Culver City and resolve this last remaining improvement for the First Phase Project. All other improvements required for the Agreement and Amendments for the First Phase Project have been completed or are being completed.

With respect to the timing of the 1,857,000 threshold, the existing office development at Playa Vista consists of the Water's Edge development, which comprises approximately 221,955 square feet of floor area in two buildings located at Lincoln and Jefferson Boulevards. A third possible

building at the Water's Edge location will bring the total at Water's Edge to approximately 381,000 square feet. No construction date for that building at Water's Edge has been announced. In addition, earlier in the year, Lincoln Properties purchased approximately 14 acres of land within the Campus at Playa Vista, on which they will be developing approximately 821,450 square feet of office space. Lincoln is currently pursuing building permits on their first 2 buildings, totaling just under 400,000 square feet. Total development, when built out at Water's Edge and the Lincoln Properties site, will be far less than the 1,857,000 established by the Amendment No. 3. Additional development in the Campus at Playa Vista is possible but is likely to be several years before any buildings are completed and several years further before the 1,857,000 is triggered.

Pursuant to Amendment No. 3, since it is clear that the Playa Vista Drive Bridge will not be constructed, PCC and Culver City staff have worked in good faith consultation to identify an alternative improvement, and have proposed that PCC provide funding in support of the design and development of the Sepulveda Blvd. widening project, as an alternative improvement to the Playa Vista Drive Bridge. This project is planned to widen and improve Sepulveda Boulevard to provide three southbound lanes from north of Jefferson Boulevard/Playa Street intersection to Green Valley Circle intersection. The accompanying study prepared by Raju Associates demonstrates that this improvement would substantially improve the intersection operations - an improvement of one to two levels of service at key intersections within this improved stretch of roadway. Consequently, the roadway segment operations along Sepulveda Boulevard would be significantly improved due to the proposed improvement. Culver City Bus Line 6 and the future Metro Rapid Sepulveda Line would also benefit from the proposed improvement.

At our August 25, 2006 meeting, Culver City staff stated that a 2001 cost estimate prepared for this project was approximately \$1 million. Culver City staff indicates that the proposed project would cost between \$1.5 and \$2 million at this time, based on a revised preliminary estimate. Design costs are estimated at 10% to 15% of total project costs; based on the updated cost estimate, are currently projected to be between \$200,000 and \$300,000. PCC proposes to provide funding in the amount of \$300,000 in funding to cover the design of this project so that its implementation can be accelerated.

In addition to the significant acceleration in timing, there are several reasons why this arrangement is beneficial to Culver City:

- 1) The Playa Vista Drive Bridge, as documented in the attached report, did not provide any traffic mitigation benefits within Culver City. Its primary benefit was at locations within the City of Los Angeles.
- 2) The elimination of the Playa Vista Drive Bridge (which will not be built in any event) does not result in any significant impacts to any location within Culver City.
- 3) The proposed Sepulveda Boulevard project will substantially improve the traffic conditions at several key intersections along a congested portion of the Sepulveda corridor.

- 4) The funding provided by PCC will accelerate the project, which has already received a Federal earmark for funding.
- 5) The proposed Sepulveda Boulevard project will work together with other planned improvements in the corridor, including the following:
  - Jefferson Blvd./Playa St./Sepulveda – The proposed Sepulveda Boulevard project will extend improvements already approved and satisfied at this intersection, and will provide a third continuous travel lane to Green Valley Circle.
  - Transit System Improvements – PCC is funding the purchase of 5 40-foot buses for Culver CityBus, 4 of which will provide additional service along the Sepulveda Boulevard corridor. The proposed Sepulveda Boulevard project will enable these buses to travel more quickly through this congested corridor.
  - Signal System Improvements – PCC is providing funding towards the development of an adaptive signal synchronization system in Culver City. This cost includes funding for a control system and support costs for 10 years.
  - Other non-Playa Vista related improvements – In conjunction with the implementation of Rapid Bus on Sepulveda corridor, Metro will implement a Transit Priority System which, along with the additional capacity associated with the proposed project, will enable buses to travel more quickly through this congested corridor.

This proposal has been developed working in good faith with Culver City staff as provided in Amendment No. 3. For purposes of the Phase 2, Village at Playa Vista project, a Trip Mitigation Fee mechanism was incorporated in Amendment No. 4 which effectively serves as a funding mechanism if unanticipated impacts were to occur at any Culver City intersections. However, that mechanism would not apply to the Playa Vista Drive bridge issue, as no Culver City intersections will be directly impacted and therefore the City staff and PCC have identified the above described alternative for the Playa Vista Drive bridge issue. Further, the State of California has required that the Playa Vista Drive bridge not be built in order to preserve open space in Area C of the former Playa Vista Master Plan area.

In conclusion, PCC and Culver City staff are in agreement that PCC should provide funding in the amount of \$300,000 to be specifically allocated towards the design and development of the proposed Sepulveda widening project. Given the uncertainty in the actual timing of construction, there would be no deadline established for spending this funding. We feel this provides substantial benefits to Culver City beyond that which would have been provided by the Playa Vista Drive Bridge, as enumerated above. We request that Culver City find that the parties have reached agreement on identifying an alternative to the Playa Vista Drive Bridge.

Sincerely,



J. Marc Huffman  
Vice President, Entitlements

## MEMORANDUM

**TO:** Marc Huffman, PCC

**FROM:** Srinath Raju, P.E.

**SUBJECT:** Sepulveda Boulevard Corridor Improvement Effectiveness Analysis  
in the City of Culver City, CA

**DATE:** November 27, 2006

**REF:** RA 225

The City of Culver City (Culver City) and Playa Capital Company (PCC) are proposing that PCC provide funding to support a Sepulveda Boulevard widening project between Jefferson Boulevard/Playa Street and Green Valley Circle. Raju Associates Inc. was retained to conduct an analysis of the effectiveness of the proposed Sepulveda Boulevard roadway corridor improvements within Culver City, CA. Specifically, the following questions are addressed in this study:

- (1) Does the elimination of the Playa Vista Drive Bridge impact Culver City?
- (2) Does implementation of the Sepulveda Boulevard roadway improvements described below improve traffic within Culver City?; and
- (3) Does implementation of the Sepulveda Boulevard improvements provide substantially the same or better mitigation for Culver City as would have been provided if the Playa Vista Drive Bridge had been completed?

This memorandum briefly describes the background, intent and objectives of this study and provides an assessment of the effectiveness of the proposed corridor improvement along Sepulveda Boulevard.

## BACKGROUND

In 1993, Culver City and Maguire Thomas Partners-Playa Vista, the predecessor to Playa Capital Company ("Playa Capital"), entered into an agreement concerning the development of Playa Vista in the City of Los Angeles (as amended, the "Culver City Agreement"). This agreement has been amended a total of four times, the latest of which occurred in 2004 in conjunction with the Village at Playa Vista project. The Culver City Agreement covers, among other things, construction of certain traffic mitigation measures designed to address the concerns of Culver City with respect to the development of the First Phase of the Playa Vista Project (the "First Phase Project" or the "First Phase") and the Village at Playa Vista (the "Village") on Culver City.

As part of the traffic mitigation program for the First Phase Project, the City of Los Angeles required the construction of the Playa Vista Drive Bridge improvement over the Ballona Channel, which would have provided two-way connections to the Marina Freeway from the western portions of the Playa Vista First Phase Project site. This improvement was in part envisioned as part of a larger master plan project (which will not be built) and in conjunction with new interchanges at Lincoln/Culver and Culver/SR90, the widening of Culver between Lincoln and SR90, and improvements at Jefferson/Westlawn and Jefferson/I-405 NB ramps. The bridge was intended to alleviate traffic impacts at the Jefferson Boulevard and I-405 ramps caused by the fully entitled Playa Vista First Phase Project. While the balance of these improvements have been constructed or are under construction, the State of California requested that the Playa Vista Drive Bridge not be constructed when it acquired Playa Vista Areas A, B and C and thus the bridge is no longer proposed to be constructed, as discussed further below.

Since the 1993 approval of the First Phase Project, the Playa Vista project has substantially evolved. Historically, the Playa Vista Master Plan envisioned development on both sides of Lincoln Boulevard and north and south of the Ballona Channel, as shown in Figure 1. As indicated, the areas were denoted by the letter designations A, B, C and D.

In December 2003, the State of California completed the acquisition of portions of the former Playa Vista Master Plan area, which includes Areas A, B and C. In connection with its plans for the preservation of Areas A, B and C, California Senate Bill 666 (SB 666) was approved. In

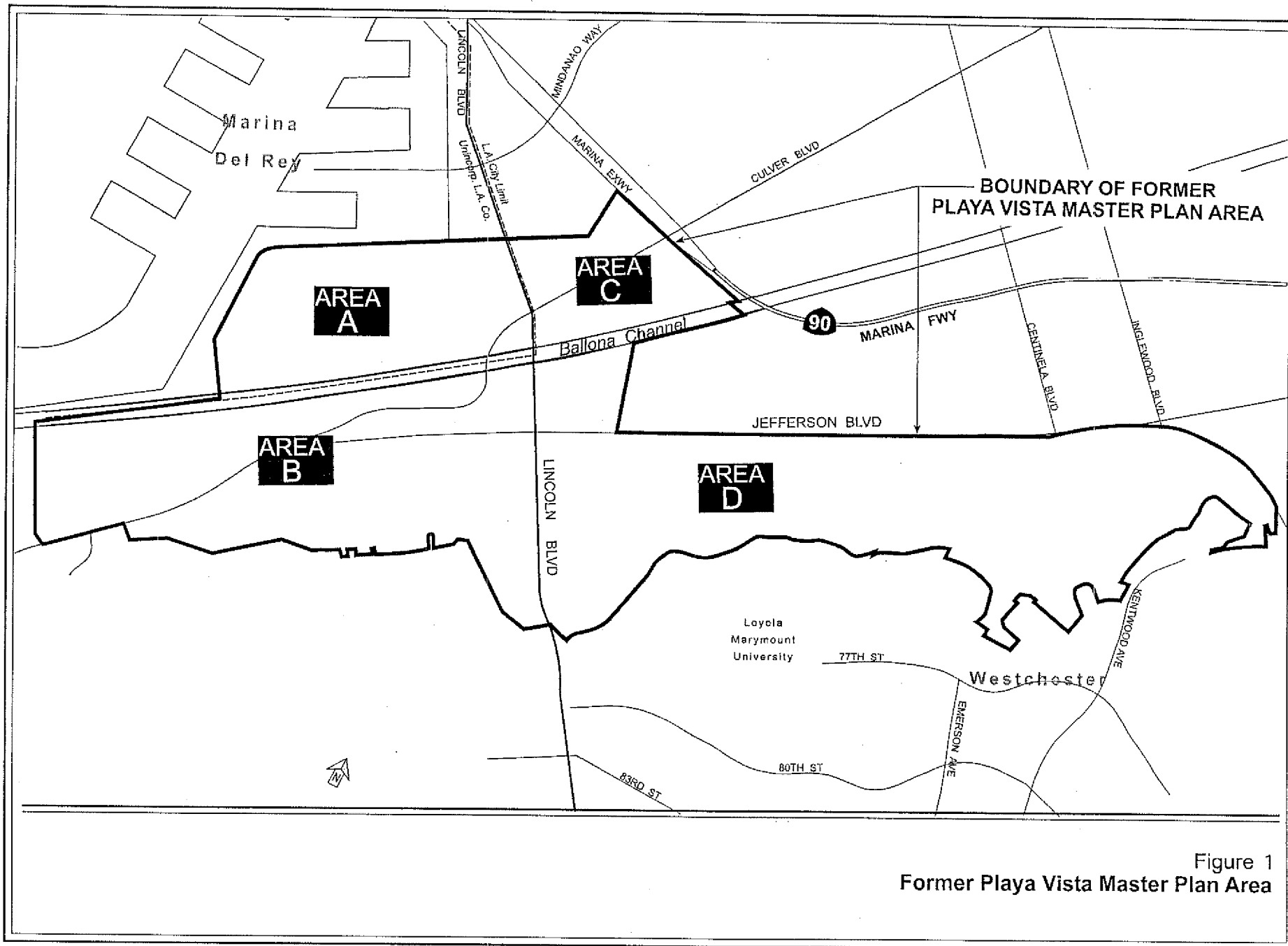


Figure 1  
Former Playa Vista Master Plan Area

essence, SB 666 provides (among other things) that construction of the Playa Vista Drive Bridge is inconsistent with the State's interest in the preservation of the Area C property. In connection with the state transaction and SB 666, the State required that the rights and obligations to construct this road improvement be relinquished. Accordingly, the Playa Vista Drive Bridge and road extension to Culver Boulevard is no longer proposed for construction. A copy of SB 666 is provided as Appendix A.

As a result of these actions, development within Area A, Area B and Area C is no longer proposed. The scale of the overall Playa Vista Master Plan has been greatly reduced by limiting development to Area D. The number of residential units was decreased by 55%; office space was decreased by 36%; retail space was decreased by 70%; hotel uses were eliminated from the plan altogether. While approved and required as part of the First Phase Project approvals, the Playa Vista Drive Bridge was conceived as part of the former Master Plan, linking with development formerly planned for Area C.

In May 2002, Culver City and PCC entered into an amendment to the Culver City Agreement between Culver City and PCC (Amendment No. 3) which addressed various issues. The possible elimination of the Playa Vista Drive Bridge was anticipated at the time of the amendment. Therefore, relative to the Playa Vista Drive Bridge, the amendment provides that prior to the issuance of a building permit for any floor area in excess of 1,857,000 square feet of office development of the First Phase, PCC shall consult with Culver City and propose one or more traffic related improvements which would provide substantially the same mitigation as if the Playa Vista Drive Bridge had been completed.

Pursuant to Amendment No. 3, PCC has worked in good faith consultation with Culver City staff to identify an alternative improvement, and have proposed that PCC provide funding in support of the design and development of the Sepulveda Boulevard widening project between Jefferson Boulevard/Playa Street and Green Valley Circle. PCC's funding will accelerate the design and development process and offset the City's financial contribution. This project involves improvement of Sepulveda Boulevard from north of Jefferson Boulevard / Playa Street intersection to Green Valley Circle by adding a third southbound through lane. This third southbound through lane would match the proposed revised three-lane section north of Jefferson Boulevard / Playa Street intersection and south of Green Valley Circle to Culver City limit at Centinela Avenue. This gap closure provides for better management of traffic through this heavily traveled section of Sepulveda Boulevard, parallel to the San Diego Freeway and adjacent to Fox Hills Mall Transit Center.

At the time Culver City and PCC entered into Amendment No. 3, a traffic impact assessment was prepared by Kaku Associates for Culver City. Relative to the Playa Vista Drive Bridge, the traffic assessment reaches the following conclusions:

- 1. From a Culver City perspective, the provision of the Playa Vista Drive Bridge and connection to Culver Boulevard would have neither a positive nor a negative effect on transportation conditions at the study intersections within Culver City.*
- 2. No significant impacts on Culver City intersections would result from the proposed changes in the Third Amendment relative to the provision of Playa Vista Drive Bridge and connection of Playa Vista Drive to Culver Boulevard.*

These conclusions are based on the fact that the Playa Vista Drive Bridge and connection to Culver Boulevard was intended to provide an additional route for traffic to access the I-405 freeway via Culver Boulevard and the Marina Freeway (SR 90). Traffic that would have selected this route will now seek an alternative route to the I-405, with three main routes available. Traffic originating from the west-end of Playa Vista, as well as traffic traveling northbound along Lincoln Boulevard, can access the I-405 freeway via a new on-ramp from northbound Lincoln Boulevard to Culver Boulevard and a roadway widening of Culver Boulevard to provide an additional eastbound through lane to the SR 90 freeway, which were completed several years ago by PCC. In the near future, this route will be further enhanced by another component of the overall enhancement, the

grade-separation and construction of the full interchange of Culver Boulevard at the Marina Freeway, which is currently under construction and near completion. Traffic originating from the central and eastern portions of Playa Vista can access the I-405 freeway via the SR 90 ramps at Centinela; improvements along this route implemented by PCC include an additional lane in both the northbound and southbound direction, as well as improvements to the on and off-ramps themselves. Finally, traffic originating from Playa Vista, as well as other eastbound traffic along Jefferson Boulevard, can access the I-405 freeway via the on-ramps at Jefferson Boulevard; both the northbound and southbound ramps have been improved by PCC. None of these routes would involve travel through Culver City intersections; as such, no Culver City intersections would be impacted.

The Kaku Associates' traffic impact analysis demonstrated that the provision or removal of the Playa Vista Drive Bridge and connection to Culver Boulevard would not alter or change the future traffic volumes at any of the analyzed Culver City intersections even with the full build-out of the Playa Vista First Phase Project. Therefore, none of the Culver City intersections would be adversely affected by the removal of the Playa Vista Drive Bridge and connection to Culver Boulevard.

Therefore, question number one can be answered as follows: the elimination of the Playa Vista Drive Bridge does not impact any intersections in Culver City.

## **PROPOSED SEPULVEDA CORRIDOR IMPROVEMENT PROJECT**

The Proposed Sepulveda Boulevard corridor improvement consists of adding a third southbound through lane along Sepulveda Boulevard between north of the Jefferson Boulevard/Playa Street intersection to Green Valley Circle within Culver City. The widening will be accomplished through the reduction of existing median, removal of some landscaping, and undergrounding of utilities. The following intersections will be improved as part of this Project:

1. Sepulveda Boulevard / Jefferson Boulevard / Playa Street.
2. Sepulveda Boulevard / Slauson Avenue
3. Sepulveda Boulevard / SR 90 EB on-ramp (uncontrolled)

4. Sepulveda Boulevard / Fox Hills Mall Entrance-Exit Driveway
5. Sepulveda Boulevard / Green Valley Circle

Sepulveda Boulevard is a Primary Arterial in the Culver City General Plan and is designated as a truck route. Additionally, it functions as a major mobility corridor on the west-side of Los Angeles with bus services provided by Culver CityBus and Metro. This improvement project will enhance mobility for both autos and buses along one of the more congested sections of this corridor throughout the day.

The purpose of this project is the following:

- Close the existing southbound capacity gap and match or exceed the roadway capacity in relation to the anticipated traffic demand or growth and to alleviate existing operational problems
- Alleviate traffic congestion along Overland Avenue / Playa Street / Sawtelle Boulevard and certain streets in the residential neighborhood of Sunkist Park
- Improve traffic flow by reducing delay through added capacity on Sepulveda Boulevard
- Increase the mobility of Culver CityBus and other regional bus operators (Metro) routes

The location, scope and extent of this improvement project are presented in Figure 2.

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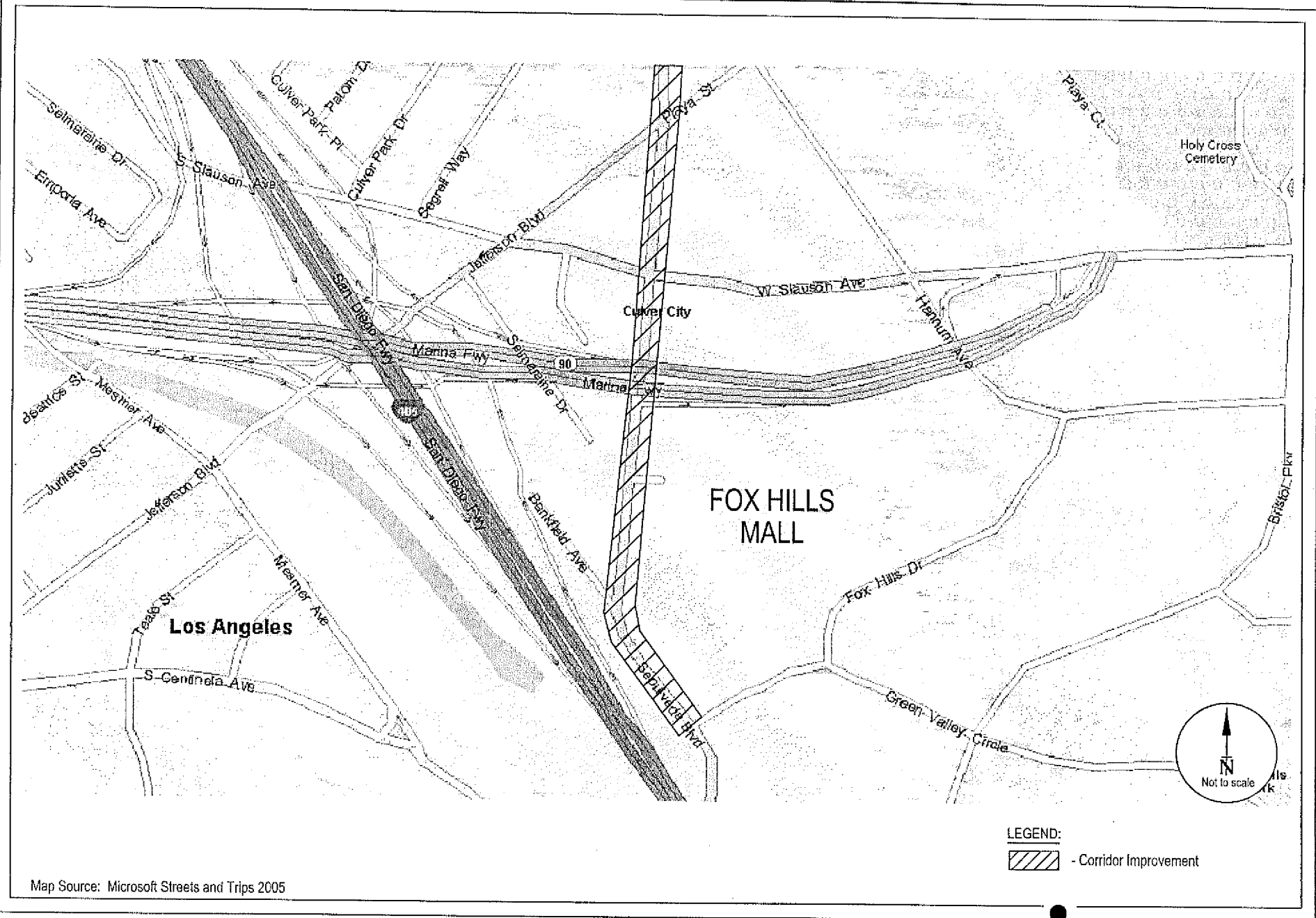


FIGURE 2  
PROJECT LOCATION

## TRAFFIC CONDITIONS ANALYSES

The improvements along Sepulveda Boulevard would have a direct impact on traffic operating conditions at the following four intersections:

1. Sepulveda Boulevard / Jefferson Boulevard – Playa Street
2. Sepulveda Boulevard / Slauson Avenue
3. Sepulveda Boulevard / Fox Hills Mall Entrance-Exit Driveway
4. Sepulveda Boulevard / Green Valley Circle

The intersection of Sepulveda Boulevard / SR 90 EB on-ramp will not be affected by this improvement because this intersection's operations do not involve southbound traffic at all. A raised median separates the northbound and southbound traffic and as such no conflicting traffic movements exist at this location. Only northbound right turns are allowed to access the SR 90 eastbound freeway and the improvement consisting of an additional southbound through lane does not affect the northbound through and northbound right-turning movements at this intersection.

The traffic conditions at the above four intersections have been assembled, analyzed and presented in this report for each of the three scenarios listed below:

- Scenario 1: Existing Year 2006 Conditions
- Scenario 2: Future Conditions without Sepulveda improvements
- Scenario 3: Future Conditions with Sepulveda improvements

### Existing Year 2006 Conditions

Existing traffic counts were conducted at the analysis locations in September 2006. Figure 3 presents the traffic volumes during A.M. and P.M. peak hours (7 to 9 A.M. and 4 to 6 P.M.), respectively and for the purposes of this study represent current 2006 traffic conditions. The roadway intersection geometric assumptions are included in Appendix B. Table 1 presents the

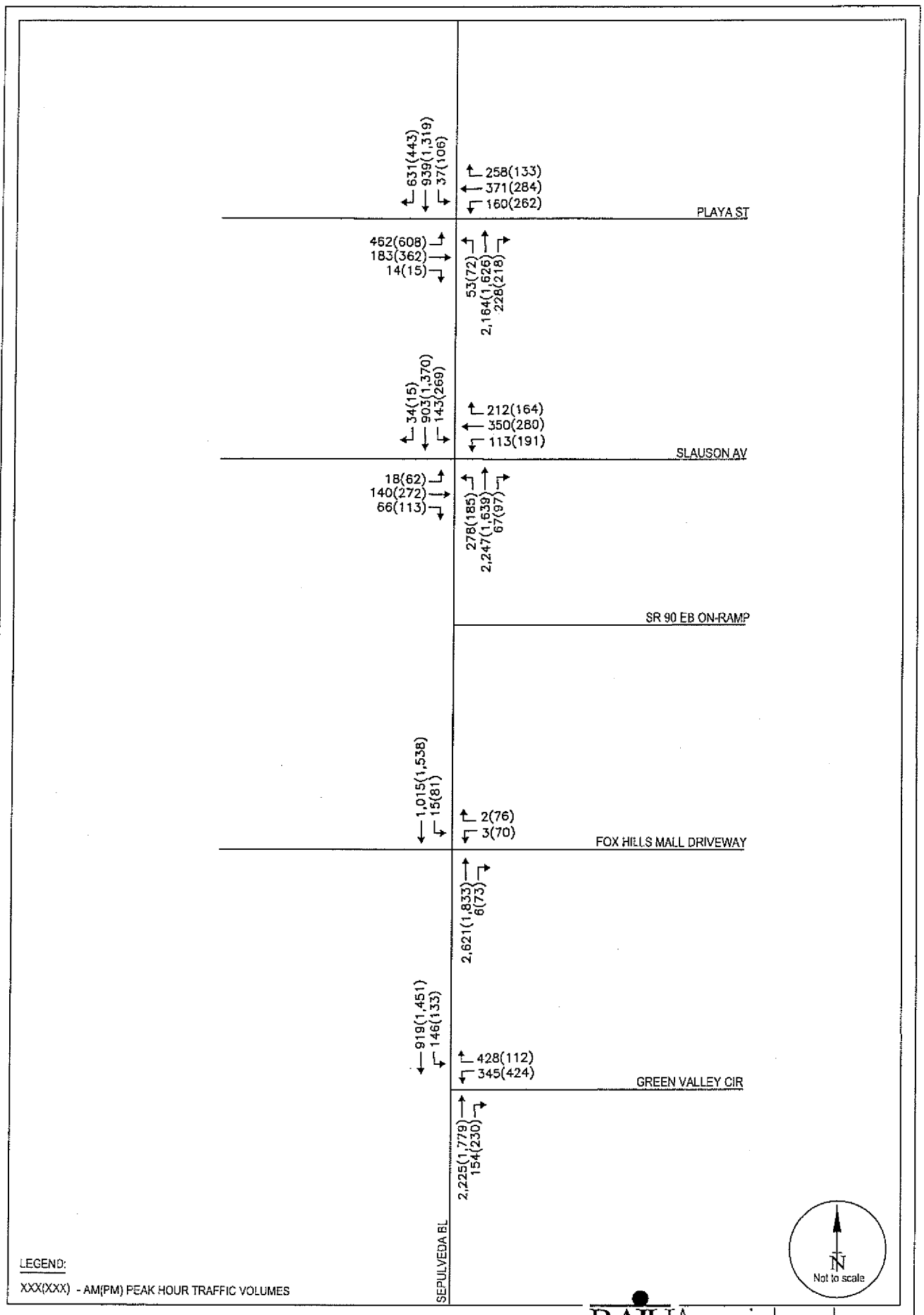


FIGURE 3  
 EXISTING (2006) PEAK HOUR TRAFFIC VOLUMES

**TABLE 1**  
**INTERSECTION LEVEL OF SERVICE ANALYSIS**

| No. | Intersection                                           | Peak Hour | Existing (2006) Conditions |     | Future Conditions w/o Improvement |     | Future Conditions w/Improvement |     | Change in V/C |
|-----|--------------------------------------------------------|-----------|----------------------------|-----|-----------------------------------|-----|---------------------------------|-----|---------------|
|     |                                                        |           | V/C                        | LOS | V/C                               | LOS | V/C                             | LOS |               |
| 1.  | Sepulveda Boulevard & Jefferson Boulevard/Playa Street | AM        | 0.909                      | E   | 1.120                             | F   | 0.898                           | D   | -0.222        |
|     |                                                        | PM        | 0.806                      | D   | 1.179                             | F   | 0.953                           | E   | -0.226        |
| 2.  | Sepulveda Boulevard & Slauson Avenue                   | AM        | 0.689                      | B   | 1.073                             | F   | 0.841                           | D   | -0.232        |
|     |                                                        | PM        | 0.683                      | B   | 1.042                             | F   | 0.857                           | D   | -0.185        |
| 3.  | Sepulveda Boulevard & Fox Hills Mall Driveway          | AM        | 0.552                      | A   | 0.684                             | B   | 0.618                           | B   | -0.066        |
|     |                                                        | PM        | 0.519                      | A   | 0.745                             | C   | 0.635                           | B   | -0.110        |
| 4.  | Sepulveda Boulevard & Green Valley Circle              | AM        | 0.690                      | B   | 0.679                             | B   | 0.670                           | B   | -0.009        |
|     |                                                        | PM        | 0.603                      | B   | 0.741                             | C   | 0.658                           | B   | -0.083        |

existing (2006) volume-to-capacity ratios and corresponding levels of service at the various analyzed intersections. An examination of the current traffic conditions reveals that in the vicinity of the Project, the southbound direction of travel is the peak flow direction along Sepulveda Boulevard during the P.M. peak hours.

The capacity calculation worksheets are included in Appendix C.

#### **Future Conditions without Sepulveda Improvements**

In order to evaluate the benefits of the proposed improvement, future conditions were compared both with and without the Sepulveda Boulevard improvements. For the purposes of this analysis, Raju Associates utilized the approved Village at Playa Vista Project traffic forecasts for conditions with full build out of the overall Playa Vista project, as well as anticipated growth associated with numerous projects in the region. This anticipated background growth included all the cumulative related projects described in the Village at Playa Vista Project Final Environmental Impact Report and the ambient growth projected in the SCAG Regional Transportation Plan (RTP) model.

Figure 4 presents the traffic forecasts utilized in the analysis of future conditions without and with the Sepulveda Boulevard Improvement Project. The traffic forecasts at the Fox Hills Mall driveway and Sepulveda Boulevard intersection were developed utilizing all the information noted above.

It can be observed from Figures 3 and 4 that the Sepulveda Boulevard travel corridor would experience a growth in traffic of up to approximately 1000 vehicles during the peak hours at these intersections. This growth can be attributed to the increased employment and activity projected in the Airport, Century Boulevard office corridor and the South Bay cities in the regional model.

The projected increases represent a growth of approximately one-lane worth of traffic along Sepulveda Boulevard in the southbound direction within this stretch compared to existing year (2006) traffic counts. An arterial roadway has a capacity or throughput of 800 to 900 vehicles per lane per hour. The projected growth in traffic along Sepulveda Boulevard in the southbound direction during the peak hours is equivalent to the throughput of one lane of traffic along Sepulveda Boulevard.

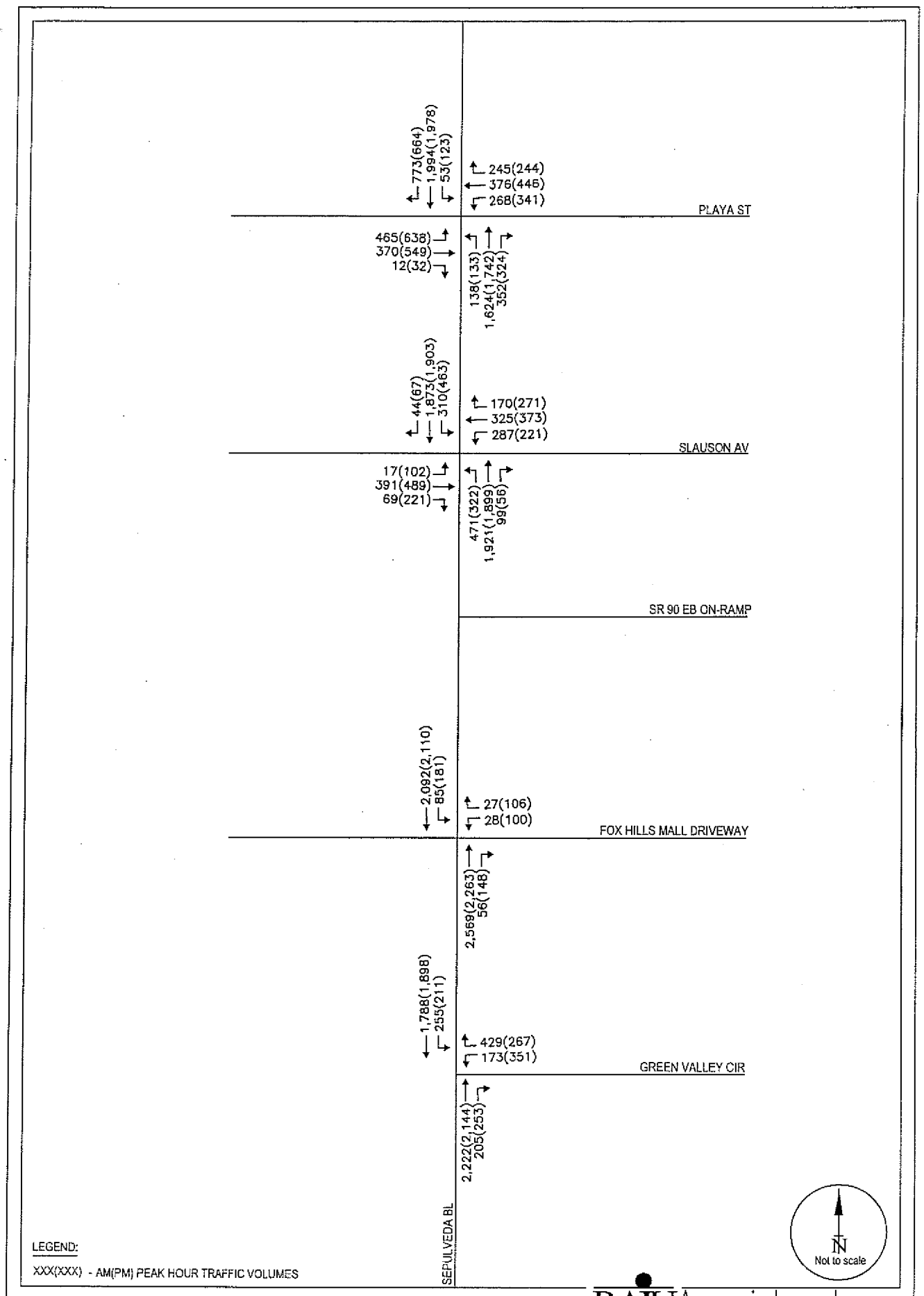


FIGURE 4  
 FUTURE CONDITIONS PEAK HOUR TRAFFIC VOLUMES

Next, using the existing roadway intersection geometry, operating conditions at these intersections were determined. Table 1 summarizes the results of this analysis. From Table 1, it can be observed that the following intersections w/o improvements would be operating at failing levels of service ('F') for both AM and PM peak periods:

- Sepulveda Boulevard / Jefferson Boulevard-Playa Street
- Sepulveda Boulevard / Slauson Avenue

The other two intersections would decline in operations by one to two levels of service (B/C during both peak periods). The capacity calculation worksheets are included in Appendix D of this memorandum.

#### **Future Conditions with Proposed Sepulveda Improvements**

Using the traffic volumes forecast for 2010 conditions noted above and the improved roadway intersection geometry shown in Appendix B, operating conditions were determined at the analysis locations. The results of this analysis are again presented in Table 1. The capacity calculation worksheets are attached in Appendix E.

From Table 1, it can be noted that this corridor will operate at a much improved level of service. The following key observations relative to intersections along this improved corridor can be made:

- The intersection of Jefferson Boulevard / Playa Street at Sepulveda Boulevard would improve in operation from LOS 'F' in future conditions without improvement project during both peak hours to LOS 'D' and 'E' during A.M. and P.M. peak hours, respectively, with the proposed Sepulveda Boulevard corridor improvements.
- The intersection of Slauson Avenue at Sepulveda Boulevard would improve in operation from LOS 'F' in future conditions without improvement project during both A.M. and P.M. peak hours to LOS 'D' during both peak hours with the proposed Sepulveda Boulevard improvement project.
- The intersections of Sepulveda Boulevard at Fox Hills Mall Driveway and at Green Valley Circle would improve in operating levels of service from LOS 'C' to LOS 'B' during the P.M.

peak hour. During the A.M. peak hour, the intersection operations at these locations are also much improved and they would continue to operate at LOS 'B' with the proposed Sepulveda Boulevard improvement project.

- In summary, all analyzed intersection locations along Sepulveda Boulevard will improve in operations due to the proposed Sepulveda Boulevard corridor improvements by one to two levels of service.

In addition to improving the levels of service at these key intersections within Culver City for automobiles, numerous bus lines that utilize this improved travel corridor would be benefited as well, including Culver City Bus Line 6 that runs between UCLA and the LAX Transit Center. In addition, the Los Angeles County Metropolitan Transportation Authority (METRO) is planning on implementing the Metro Rapid line along Sepulveda Boulevard between the Green Line Station at Aviation Boulevard and UCLA Transit Center. Improved conditions at these intersections would improve the performance of this Metro Rapid line particularly during the peak periods.

Therefore, question two above – “Does implementing the Sepulveda Boulevard roadway improvements improve traffic within Culver City?” can be answered affirmatively. This improvement would substantially improve the intersection operations – an improvement of one to two levels of service at key intersections within this improved stretch of roadway.

Next, the data was reviewed to answer question three – “Does implementation of the Sepulveda Boulevard improvements provide substantially the same or better mitigation for Culver City as would have been provided if the Playa Vista Drive Bridge had been completed?”

As discussed previously, the traffic impact assessment prepared by Kaku Associates for Culver City at the time Culver City and PCC entered into Amendment No. 3 demonstrated that the Playa Vista Drive Bridge does not affect any intersection within Culver City even with the full build-out of the Playa Vista First Phase Project. Therefore, based on this Kaku Assessment and the current analysis, the proposed Sepulveda Boulevard improvements would benefit traffic conditions in Culver City, and implementation of the improvements would provide better mitigation for Culver City than if the Playa Vista Drive Bridge had been completed.

## CONCLUSIONS

Pursuant to Amendment No. 3, PCC and Culver City staff have proposed that PCC provide funding in support of the design and development of the Sepulveda Blvd. widening project, as an alternative improvement to the Playa Vista Drive Bridge. This project is planned to widen and improve Sepulveda Boulevard to provide three southbound lanes from north of Jefferson Boulevard/Playa Street intersection to Green Valley Circle intersection. This improvement would substantially improve the intersection operations - an improvement of one to two levels of service at key intersections within this improved stretch of roadway is estimated by this analysis. Consequently, the roadway segment operations along Sepulveda Boulevard would be dramatically improved due to the proposed improvement. Culver City Bus Line 6 and the future Metro Rapid Sepulveda Line would also be greatly benefited by the proposed improvement. The proposed project would be effective in meeting all of its goals as described in the purpose statement.

In summary, this memorandum reaches the following conclusions:

1. Elimination of the Playa Vista Drive Bridge would have neither a positive nor a negative effect on transportation conditions at the study intersections within Culver City;
2. Implementing the Sepulveda Boulevard roadway improvements described above would improve traffic conditions within Culver City; and
3. Implementation of the Sepulveda Boulevard improvements would in fact provide better mitigation for Culver City than that provided if the Playa Vista Drive Bridge had been completed.