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UNIT

Ms. Maya Zaitzevsky
Los Angeles Department of City Planning
200 North Spring Street, 7th Floor
Los Angeles, CA 90012

Re: 2000 Avenue of the Stars
EIR Case Number: ENV-2001-4027-EIR
Reference Number: SCH #2002011024

Dear Ms. Zaitzevsky:

Strategic Concepts in Organizing and Policy Education (SCOPE) appreciates this opportunity to comment on the City's Draft Environmental Impact Report ("EIR") for the 2000 Avenue of the Stars Project ("the Project"). We appreciate the work that City staff already have undertaken to prepare the EIR according to the requirements of the California Environmental Quality Act ("CEQA") and to provide information concerning the Project. We are concerned, however, that the proposed EIR and supporting documentation do not fully identify or adequately mitigate the Project's significant adverse environmental impacts. The following comments explain our concerns.

SCOPE, a South Los Angeles-based community organization, works with South Los Angeles communities to gain workforce preparedness programs in their neighborhood, increasing their voice in public policy decisions by using research, political education and strategic planning. SCOPE is currently working with security officers, particularly in Century City, to build a more professional, stable private security workforce by improving working conditions, training standards and increasing wages and benefits for security officers. There are over 250 security officers working in the immediate area of the Project and within its environmental footprint. The vast majority of those security officers live in South Los Angeles. SCOPE is particularly concerned about

the Project's impacts on traffic, air quality, noise, the jobs/housing imbalance, energy consumption, land use and parking.

As we explain below, the EIR is fatally flawed because it substantially overstates the property's existing usage. This failure to account for the existing property's underutilization not only invalidates the EIR's traffic analysis, it also undercuts the EIR's conclusions regarding such other issues as air quality/emissions, land use, noise, fire protection and police protection because of their connections to traffic impacts. The use of hypothetical square-footage based calculations is problematic in the jobs creation and energy consumption analyses in addition to the traffic analysis. Because significant portions of the EIR are permeated with these and other errors, the entire document should be redone, based on valid analytical methods. We respectfully urge the City not to approve the Project and its accompanying EIR until all concerns have been addressed.

1. **TRAFFIC/TRANSPORTATION**

Failure to Account for Underutilized Nature of Existing Development in Trip Generation Traffic Analysis

The EIR's use of hypothetical, non-site specific traffic estimates based on square footage rather than actual vehicle counts obfuscates the fact that the site is currently substantially underutilized. (See EIR 223-226; App. 18 at 23-31). It results in inflated trip rates for existing uses and an erroneous finding that the Project results in a net reduction of traffic. This in turn invalidates the EIR's conclusions on several other issues, such as air quality/emissions, land use, noise, fire protection and police protection.

The traffic analysis by Crain and Associates uses four methodologies, which all lead to the same conclusion that the Project results in a net decrease in daily trips as compared to existing uses. (See Table 7 in App. 18 at 31). The EIR assigns trip rates depending on use per gross square feet to calculate trip generation numbers using the four methodologies (i.e., "CCNSP," "WLA TAMP," "Standard LADOT Methodology" and "Revised LADOT Methodology"). For example, the EIR calculates a total of 19,161 daily trips with existing uses under the CCNSP methodology by applying the following trip rates per thousand square feet: 14 daily trips for office use, 35 daily trips for movie theater, live theater, retail and health club uses, and 45 daily trips for high turnover restaurant and quality restaurant uses. (EIR 224; Table 3 in App. 18; Table C-1 in App. C to App. 18). The EIR uses the same numbers to find that the Project will generate 12,450 daily trips. (EIR 228; Table 3 in App. 18). Based on these findings, the EIR concludes that the Project leads to a net decrease in 6,711 daily trips under the CCNSP

methodology. (*Id.*) The EIR then plugs in different default numbers, but uses the same overall approach, under the other methodologies. (*See id.*).

Although the use of pre-established, square-footage based trip rates may be appropriate to predict vehicle trips in other circumstances, there is no rational basis for using hypothetical rates in this case, where the current project is known to be underutilized and where accurate, site-specific data was easily obtainable. Traffic, unlike air or water quality, is easy to measure. The EIR reports that manual traffic counts were conducted in 2000, 2001 and 2002 to analyze the existing traffic conditions at thirty-eight study intersections (EIR 216), but provides no justification for using hypothetical rates instead of actual rates in the trip generation traffic analysis. (*See* EIR 223-26).

The EIR uses the square footage-based trip rates for existing uses that are admittedly “underutilized.” The EIR emphasizes that the existing development is underutilized. For example, the EIR states that “[t]he Project would enhance the economic vitality of the area through the re-development of an underutilized site. . . . The proposed office uses respond to under-utilization of the site and a decline in use of the theater uses.” (EIR 163). In addition to underutilized office space, the EIR specifically notes the underutilized Schubert theater (EIR 211) and underutilized tennis courts (EIR 209, 211). The EIR refers to the Project as a way to “help bring patrons to the retail and restaurant uses to help revitalize the area.” (EIR 163). The Los Angeles times reported in 2001 that the American Broadcasting Company (“ABC”) was “the major tenant at 2020 and 2040 Avenue of the Stars until it vacated in 2000” (Exh. A at 2), and that the “[o]ffices in the ABC Entertainment Center are mostly empty.” (Exh. B at 3). These press reports also discussed the “spotty success” of the retail area and the Schubert Theater’s “very mixed financial performance since its 1972 opening.” (Exh. A at 2). Indeed, according to the EIR and the Project applicant, the underutilized nature of the existing buildings justifies the redevelopment. One of the “Project Objectives,” as provided by the Project applicant, is to “[r]evitalize the ABC Entertainment Center site, one of the older, under-utilized developments in Century City, by providing an economically productive and vibrant use of the property that benefits the community, reduces vacant properties, and stimulates the local economy.” (EIR 65).

The EIR’s failure to take into account the underutilized nature of the existing development in the trip generation traffic analysis leads to inflated trip rates for existing uses and an erroneous finding that the Project results in a net reduction in traffic.

This error creates havoc in the EIR because the finding of a net reduction in traffic affects the “significance” determinations (and subsequent mitigation measures) throughout the EIR – not only in the section on Transportation/Traffic (EIR 213-47), but also in the sections on Air Quality/Emissions (EIR 101-119), Land Use (EIR 154-174), Noise (EIR 175-86), Public Services/Fire Protection (EIR 197-200) and Public Services/Police Protection (EIR 201-02). Examples of the dependence on this finding throughout the EIR include, but are not limited to, the following:

- In the Air Quality/Emissions section, the EIR states that “Table V.B-10 shows that the Project results in a net reduction in emissions.” (EIR 112). The EIR continues, “This is primarily due to the reduced trip generation by the Project over existing uses.” (*Id.*).
- In the Land Use section, the EIR concludes that “the proposed Project would be consistent with Section 3A of the [Century City North Specific Plan]” because “the proposed Project would generate 12,450 daily trips, or 6,711 fewer trips, compared to the existing uses.” (EIR 166).
- In the Noise section, the EIR states its reliance on the traffic study by Crain and Associates “to assess the Project’s traffic noise impacts” (EIR 175) and concludes: “The proposed Project generates less traffic than the existing uses currently on the Project site. Therefore, the Project will result in a slight decrease in traffic noise levels on roadways in the vicinity of the Project.” (EIR 182).
- In the Public Services/Fire Protection section, the EIR states: “The Project traffic analysis demonstrates that Project impacts to vehicular traffic would be less than significant after mitigation. Thus, the Project would not significantly impact response times.” (EIR 199).
- In the Public Services/Police Protection section the EIR states: “Development of the proposed Project . . . would reduce vehicular traffic in the Project area. Therefore, it is unlikely that the Project would result in a substantial increase in demands for law enforcement and protection services provided by the LAPD.” (EIR 201).

The EIR is internally inconsistent – it justifies the project based on the underutilized existing development but assumes full utilization of the existing development in the trip generation traffic analysis. This traffic analysis is, in many ways,

the lynchpin of the EIR. The error in the traffic analysis leaves the EIR riddled with errors. The deficiencies are so serious that they cannot be remedied without a complete re-analysis of the daily vehicle trips using appropriate methodology and a corresponding re-evaluation of the environmental impacts in other sections of the EIR that depend on the traffic analysis.

Failure to Mitigate Significant AM Peak Traffic Impact

SCOPE is also concerned about traffic during peak travel times. Our members travel to and from work on the streets surrounding the Project site and will greatly be affected by any exacerbation of traffic on the already congested roads in this area during rush hour. As noted in the EIR, 47 percent (i.e., 18 of 38) of the intersections which could be most affected by additional traffic generated by the Project are already at the worst possible Level of Service ("LOS") designations – namely LOS E or LOS F – in both peak hours (EIR 239).¹ The EIR finds "a potentially significant impact at one study intersection, Santa Monica Boulevard (North) at Avenue of the Stars, in the AM peak hour." (EIR 239).

The only mitigation measure to reduce the peak morning traffic impact (i.e., T-1) is a requirement that the Project comply with the existing Traffic Demand Management ("TDM") requirements of the ordinances of the City of Los Angeles – a requirement with which the Project would have to comply in any event. (EIR 245). A major problem with this mitigation measure is that it is presented in "preliminary" form, making it difficult to know which of the many suggested measures will actually be undertaken. (See App. G to App. 18, "Preliminary Project Transportation Demand Management (TDM) Program"). Moreover, this preliminary document presents mitigation measures in a confusing way by using permissive, not binding, language – by stating "[D]escribed below are additional measures that the project *may* implement, *as necessary*, to achieve the five percent (5%) reduction in peak-hour trips" – followed by a breakdown of the measures into categories labeled "Required Measures" and "Additional Measures." (*Id.*). Thus, the EIR proposes to mitigate a potentially significant traffic impact by referring to a "preliminary" document that imposes "required" and "additional" measures that "may" be implemented "as necessary." The final EIR should clarify which mitigation measures are required.

¹ LOS E "represents volumes at or near roadway capacity, which will result in possible stoppages of momentary duration and occasional unstable flow," and LOS F "is a forced-flow condition, occurring when a facility is overloaded and vehicles experience stop-and-go traffic with delays of long duration." (EIR 219).

Failure to Provide Adequate Analysis of Freeway Traffic Impacts

There are four reasons why the EIR fails to provide an adequate analysis of freeway traffic impacts. First, the EIR fails to distinguish between freeway traffic impacts caused by the demolition, construction and operation phases of the Project. (EIR 239).

Second, the EIR fails to discuss the freeway impacts from the proposed haul route. The EIR notes that the debris will be hauled away on the Santa Monica Freeway (I-10) and the San Diego Freeway (I-405) or the Harbor Freeway (I-110). (EIR 109). Both the upcoming construction traffic control plan, which is noted as mitigation measure T-2 (EIR 245), and the final EIR should evaluate the freeway impacts from the hauling of materials.

Third, the EIR measures the significance of the Project's impacts on freeway traffic solely by reference to numeric standards found in the statewide Congestion Management Plan ("CMP") and concludes that "no CMP analysis is required." (EIR 239). While that may be true, a CEQA analysis *is* required.

Fourth, the freeway analysis should segregate the traffic impacts by peak hours and off-peak hours.

2. AIR POLLUTION

Failure to Consider and Mitigate Diesel Engine Exhaust Impacts

The EIR neglects to consider the potential for significant impacts from pollutants other than carbon monoxide ("CO"), Reactive Organic Gases ("ROG"), oxides of nitrogen ("NO_x"), respirable particulate matter ("PM₁₀") and sulfur dioxide ("SO₂"). As noted in the EIR, the construction and operation of the Project will require the consumption of fossil fuels, including diesel fuel. (EIR 303). During the demolition and construction phase, "approximately 4,000 roundtrip truck trips would be required to haul the debris away at a rate of 41 round trips per day." (EIR 109). Other presumably diesel-fueled construction equipment, including seven excavators, eight bobcats, and loaders, will be used on-site. *Id.* Nevertheless, the EIR does not consider the potential impacts of the exhaust from diesel equipment and trucks. (EIR 108-119)

That is a serious concern, given that diesel engine exhaust is itself a known human carcinogen.² Lung cancer risk increases with increased exposure to diesel exhaust; in fact, typical cancer risks to diesel truck drivers and diesel equipment operators far exceed lifetime cancer risk thresholds.³ Thus, to the extent that the Project exposes on-site

² The Governor of California identified diesel engine exhaust as “known to the State of California to cause cancer” on October 1, 1990. The current regulatory list of chemicals known to the State of California to cause cancer is available at http://www.oehha.ca.gov/prop65/prop65_list/062802LSTa.pdf (Excerpts enclosed as Exh. C).

³ Studies have shown that diesel truck drivers may experience a one to two percent increase in lifetime cancer risk. For example, one recent study by the United States Environmental Protection Agency (“EPA”) reviewed numerous epidemiological studies and concluded that diesel exposed-workers faced an extra risk of 40% higher than the 5% background lifetime cancer risk in the U.S. population and that they would have an excess risk of 2% to develop lung cancer due to occupational exposure to diesel exhaust. (EPA, *Health Assessment Document for Diesel Engine Exhaust*. Prepared by the National Center for Environmental Assessment, Washington, D.C., for the Office of Transportation and Air Quality; EPA/600/8-90/057F (2002), at 8-13, 8-14; available at <http://cfpub.epa.gov/ncea/cfm/recordisplay.cfm?deid=29060> (Exh. D)). Another study published in the *American Journal of Industrial Medicine* found “significant positive trends in lung cancer risk with increasing cumulative exposure” and, more specifically, it found that a male truck driver exposed to 5 micrograms per cubic meter ($5 \mu\text{g}/\text{m}^3$) of diesel exhaust – “a typical exposure in 1990” – “would have a lifetime excess risk of lung cancer of 1-2% above a background risk of 5%.” (Kyle Steenland, *et al.*, “Diesel Exhaust and Lung Cancer in the Trucking Industry: Exposure-Response Analyses and Risk Assessment,” 34 *American Journal of Industrial Medicine* 220 (1998) (Abstract enclosed as Exhibit E)). Another study by Gina Solomon, M.D., reported that 230 out of every 1 million persons exposed to $1 \mu\text{g}/\text{m}^3$ of diesel exhaust per day (*i.e.*, just one-fifth of the daily exposure level for diesel truck drivers reported in the Steenland study) are expected to develop lung cancer. (Gina Solomon, *et al.*, NRDC, *Exhausted by Diesel*, at 7 (1998); available at <http://www.nrdc.org/air/transportation/ebd/ebdinx.asp> (Exh. F)). Another study published in *Epidemiology* found that across 21 previous epidemiological studies, there was an increased relative risk for lung cancer from occupational exposure to diesel exhaust of 33% on average. (Rajiv Bhatia, *et al.*, “Diesel Exhaust Exposure and Lung Cancer,” *Epidemiology* 9:84 (1998) (Abstract enclosed as Exhibit G)).

workers or individuals in the vicinity to increased concentrated amounts of diesel exhaust, it would create an undeniably significant cancer risk.

Furthermore, diesel exhaust includes over 40 substances that are listed by the EPA as hazardous air pollutants and by the California Air Resources Board ("CARB") as toxic air contaminants.⁴ Fifteen of these substances are listed by the International Agency for Research on Cancer as carcinogenic to humans, or as a probable or possible human carcinogens.⁵ Some of these substances include known toxic chemicals such as aldehydes (e.g., formaldehyde, acetaldehyde, acrolein), benzene, 1,3-butadiene, polycyclic aromatic hydrocarbons ("PAHs") and nitro-PAHs.⁶

The EIR's failure to consider the impacts of diesel exhaust and its toxic constituents – or to require mitigation such as the use of non-diesel equipment, the use low sulfur fuel substitutes, the installation of emissions filters, and restrictions on idling times – is particularly significant since the Project is situated within short distances of sensitive receptors including, but not limited to, the Century City Hospital, Century City Medical Center, Beverly Hills High School, Century Plaza Hotel, Park Place condominiums, St. Regis Hotel, Century Park East condominiums and Century Woods residential area. (EIR 66, 90). The EIR fails to include an impact screening assessment to evaluate the impact of toxic air pollutants on sensitive receptors.⁷

⁴ CARB, *Findings of the Scientific Review Panel on The Report on Diesel Exhaust as adopted at the Panel's April 22, 1998, Meeting*, at 1-2 (visited Sept. 27, 2002) <<http://www.arb.ca.gov/toxics/dieseltac/de-fnds.htm>> (Exh. H).

⁵ *Id.*

⁶ EPA, *Health Assessment Document for Diesel Engine Exhaust* (2002), at 1-1 (Exh. D).

⁷ A criterion that the South Coast Air Quality Management District uses to determine the adequacy of an air quality analysis is whether an impact screening assessment was performed when sensitive receptors are to be sited within one quarter-mile of a known source of toxic air pollutants. Air Quality Management District, *Air Quality Analysis Guidance Handbook (formerly the CEQA Air Quality Handbook)*, 2-7 to 2-8 (July 1999) (Version 2) (Exh. I).

The EIR also fails to evaluate the effects of diesel engine exhaust on the ambient concentrations of criteria air pollutants including ozone, CO, NO_x, PM₁₀ and SO₂. The 1.25 million diesel-fueled engines and vehicles operating on California roads produce 30 percent of the nitrogen oxides and 60 percent of the particulate matter directly emitted from California motor vehicles.⁸ Clearly, diesel engine exhaust elevates the concentrations of these pollutants,⁹ yet the EIR fails to assess the significance of the contribution of diesel engine exhaust to these pollution levels and fails to propose mitigation measures. (See EIR 108-112).

SCOPE does not know how many new diesel trucks and engines the Project would add to on-road and off-road emissions, for the EIR does not attempt to answer these questions. The lack of information makes the EIR inadequate. See *Los Angeles Unified School District v. City of Los Angeles*, 58 Cal.App.4th 1019, 1025-26 (1998). We respectfully request that the Planning Department consider the impacts of diesel engine exhaust on air quality during the demolition, construction and operation phases of the Project.

Inadequate Analysis of Particulate Matter Impacts

The EIR fails to propose adequate mitigation measures to reduce the significant air quality impacts from PM₁₀ emissions that will occur during the demolition and construction phase of the Project. The EIR classifies the construction air quality impacts as those that "cannot be avoided." (EIR 303). The net increase in PM₁₀ of 22.3 pounds per day is a serious concern because, as the EIR mentions, the EPA has designated the South Coast Air Basin as a non-attainment area for PM₁₀. (EIR 119). Moreover, 1998-2001 data from within the South Coast Air Quality Management District ("SCAQMD") Source Receptor Area 2, where the Project is located, show that the state standard for PM₁₀ has been exceeded from 33 to 54 days per year. (EIR 104-05). Because the demolition and construction phase of the Project would occur over a 25-month period (EIR 6), the final EIR should describe how much the Project would contribute to these

⁸ Office of Environmental Health Hazard Assessment, *Fuels and Your Health, A Fact Sheet* by Cal/EPA's Office of Environmental Health Hazard Assessment and the American Lung Association; available at <http://www.oehha.ca.gov/publicinfo/facts/fuelstoi.html> (Exh. J).

⁹ EPA, *Health Assessment Document for Diesel Engine Exhaust* (2002), at 2-84 to 2-118 (Exh. D).

exceedances. Just because the net increase in PM₁₀ emissions falls below the SCAQMD Threshold¹⁰ does not mean that the Project will not contribute to Clean Air Act violations or to human health impacts at the site.¹¹

To its credit, the EIR lists eight mitigation measures to reduce construction air quality impacts; however, the EIR fails to distinguish the measures which are proposed by the Project proponent from those proposed by the lead agency. See CEQA Guidelines §15126.4(a)(1)(A). This is important information to convey to the public in the final EIR so that the public can know which measures, if any, are mere proposals.

An EIR must consider all potentially significant environmental impacts. Although the EIR assesses the impacts of the Project on coarse particulate matter (PM₁₀) emissions, the EIR fails to consider the impacts from fine particulate matter emissions (PM_{2.5}). (See EIR 108-112). The Project will lead to fine particulate matter emissions due to the demolition and construction equipment as well as the vehicle-trips generated by the project.¹² EPA set new PM_{2.5} standards in 1997,¹³ but court challenges delayed their implementation. In 2001, the U.S. Supreme Court unanimously affirmed EPA's ability to set national ambient air quality standards ("NAAQS") for fine particulate matter. See *Whitman v. American Trucking Associations*, 531 U.S. 457 (2001). Beginning in 2002,

¹⁰ The EIR notes that the SCAQMD Threshold for PM₁₀ is 150 pounds per day. (EIR 111, Table V.B-7).

¹¹ The demolition phase alone is projected to occur over a 5-month period, with a continuous flow of trucks hauling debris and material to and from the site at a rate of 82 daily trips, which equates to 1 truck trip every 8 minutes assuming a 10.5 hour-day. (EIR 227).

¹² According to EPA, fine particles (PM-2.5 micrometers) result from fuel combustion from motor vehicles, power generation, and industrial facilities, as well as from residential fireplaces and wood stoves. Coarse particles (PM-10 micrometers) are generally emitted from sources such as vehicles traveling on unpaved roads, materials handling, and crushing and grinding operations, as well as windblown dust. EPA, *Particulate Matter (PM-10)* (visited Sept. 27, 2002) <<http://www.epa.gov/air/aqtrnd97/brochure/pm10.html>> (Exh. K).

¹³ See NAAQS for Particulate Matter, 62 Fed. Reg. 38652 (1997) (codified in 40 C.F.R. § 50.7 (1999)).

based on 3 years of monitoring data, EPA will designate areas as non-attainment that do not meet the new PM_{2.5} standards.¹⁴ The EIR defines PM₁₀ as "respirable particulate matter" (EIR 101), but "[i]nhalable PM includes both fine and coarse particles."¹⁵ EPA has documented the substantial health effects of fine particulate matter.¹⁶ The final EIR should evaluate the impacts of the Project on PM_{2.5} emissions to complete its analysis of respirable particulate matter.

Failure to Consider Lead Emissions

The EIR fails to consider the environmental impacts from lead emissions even though lead is a criteria air pollutant under the Clean Air Act and is highly regulated. Although the South Coast Air Basin is in compliance with the federal and state standards for lead emissions, there still could be significant local air quality impacts from lead emissions of the Project. The Project involves the demolition of two eight-story buildings that were built prior to the ban on lead-based paint in 1978. (EIR 130). Significant lead exposures can arise during stripping or demolition of structures containing lead-based paint.

In a recent Draft EIR for a separate project called "The Palazzo Westwood Project" (DEIR No. 2000-3213),¹⁷ the City of Los Angeles analyzed the impacts from lead emissions and proposed mitigation measures. The Palazzo Westwood Project Draft EIR outlined the threshold of significance as follows:

All structures that are slated for demolition and have not been surveyed should be surveyed for lead-based paint prior to their demolition. For the purpose of this analysis, it is assumed that all these buildings contain lead-based paint. Lead-based paint abatement measures will be required in the demolition of all structures, except for specific buildings or elements of buildings where specific lead-based

¹⁴ EPA, *Particulate Matter (PM-10)* (Exh. K).

¹⁵ *Id.*

¹⁶ See 62 Fed. Reg. 38652 - 38760 (1997); see also EPA, *Health Assessment Document for Diesel Engine Exhaust* (2002), at 6-17 to 6-30 (Exh. D).

¹⁷ The Palazzo Westwood Project Draft EIR's Table of Contents and section on Hazardous Materials are enclosed as Exhibit L.

paint tests confirm that no lead is found there, and the City reviews and accepts these reports. Federal Regulations state that the lead-based paint be properly managed and/or removed by a licensed abatement contractor during demolition work. All laws applicable to lead-based paint abatement will be followed during the demolition of the existing buildings. These laws address safe handling and disposal such that construction workers and those in the surrounding community are not adversely affected. Adherence to procedures outlined in the laws (see mitigation measures section, below) will assure that there will be no significant impact from lead-based paint due to the demolition.

(Exh. L at 134). The Palazzo Westwood Project Draft EIR then proposed the following mitigation measure:

A licensed Lead-Based Paint Inspector shall be retained to determine the presence of lead-based paint and lead-based paint containing materials (LBPCM) within structures to be demolished on the Project site, consistent with the 1994 Federal Occupational Exposure to Asbestos Standards, Occupational Safety and Health Administration (OSHA), 29 CFR 1910.1001, 1926.1101, and 1915.1001. The Project Applicant shall be required to comply with all applicable State and Federal LBPCM policies and procedures for removal of LBPCM's present on the site.

(*Id.*). The final EIR for the 2000 Avenue of the Stars Project should similarly address lead-based paint as a possible source of lead emissions, should analyze the significance of lead emissions and should require appropriate mitigation.

Failure to Analyze Exceedance of 8-hour CO Standard

The EIR recognizes that the Project will contribute to an exceedance of the state's 9.0 ppm 8-hour CO concentration standard at Intersection #2 (Santa Monica Boulevard (south) at Wilshire Boulevard), but concludes that this contribution is not "significant" because it does not increase the concentration by 0.45 ppm, a threshold recommended by SCAQMD. (EIR 108, 112-15). The EIR cannot conclude, without *any* further analysis, that an impact that is within a preestablished numeric threshold is *necessarily* insignificant simply because it falls below that preestablished threshold.¹⁸ Further

¹⁸ See *Communities for a Better Environment v. California Resources Agency* (Sacramento Super. Ct. April 13, 2001) No. 00-CS-00300, slip op. at 2-4 (holding invalid

analysis is required because there is a "fair argument" on the basis of substantial evidence that the Project may have a significant environmental effect when the threshold is composed of two parts, and the Project fails to meet one of the two parts (i.e., here, the state 8-hour CO standard).

The CO exceedance analysis is also insufficient because it relies on a faulty factual assumption that: "In the future, average emission rates from vehicles are projected to be lower with newer vehicles complying with stricter standards becoming a larger part of the overall fleet." (EIR 114; *see also* EIR 108). The truth is quite the opposite because of the increasing market share of light trucks and Sports Utility Vehicles ("SUVs") in the overall new vehicle fleet:

Average new light-vehicle fuel economy continues to decline. Since peaking at 22.1 mpg in 1987 and 1988, average light-vehicle fuel economy has declined nearly eight percent to 20.4 mpg and for 2001 is lower than it has been at any time since 1980. The primary reasons for this decline are the increasing market share of less efficient light trucks, increased vehicle weight, and increased vehicle performance.¹⁹

The final EIR should adjust its analysis to incorporate this new data.

Failure to Address Cumulative Contribution to 8-hour CO Exceedances

The EIR wholly fails to consider the *cumulative* impact of the Project and other related projects on the attainment or exceedance of the 8-hour CO standard at both Intersections #1 and #2. (EIR 119). The EIR fails to convey which of the four related projects are located near these intersections. (EIR 117-19). The EIR also fails to assess

CEQA Guideline § 15064(h)) (*citing* Pub. Res. Code §§ 21080(d), 21083; *Friends of "B" Street v. City of Hayward* (1980) 106 Cal.App.3d 998, 1000-03 (requiring EIR "whenever it can be fairly argued on the basis of substantial evidence that a proposed project may have a significant environmental impact.")) (Exh. M).

¹⁹ Robert M. Heavenrich and Karl H. Hellman, *Light-Duty Automotive Technology and Fuel Economy Trends 1975 Through 2001*. Advanced Technology Division, Office of Transportation and Air Quality. U.S. Environmental Protection Agency; EPA 420-R-01-008 (2001), at i; available at <<http://www.epa.gov/otaq/cert/mpg/fetrends/r01008.pdf>> (Exh. N).

the combined CO impacts from the construction and operation of these related projects, to the extent they are reasonably foreseeable. (*Id.*) With regard to the Project's own impacts, the EIR notes only half of the story by stating that "the Project would result in a net reduction in CO levels over future without Project conditions," without discussing the exceedance of the state's 8-hour CO concentration standard at Intersection #2 with Project conditions. (EIR 119). An exceedance of a state standard is a cause for concern, especially because the South Coast Air Basin is a non-attainment area for CO. (EIR 14). The final EIR should consider the *cumulative* impact on the attainment or exceedance of the CO standards at both intersections and should require mitigation measures to reduce the Project's contribution to any exceedances.

3. NOISE

Failure to Mitigate Construction Noise Impacts

The EIR fails to analyze the construction phase noise impacts according to Exhibit 1 of the City of Los Angeles Noise Element ("Noise Element"), which defines land uses based on their noise exposure in the Community Noise Equivalent scale as Normally Acceptable, Conditionally Acceptable, Normally Unacceptable or Clearly Unacceptable. (EIR 176-77, 180-85). The EIR finds that the "[n]oise generated by demolition activities could reach as high as 85 dbA with typical maximum noise levels of approximately 72 dbA" at the property boundary for the "noise-sensitive" Century Plaza Hotel. (EIR 180). The EIR also finds that the "[n]oise generated by demolition activities could reach as high as 84 dbA with typical maximum noise levels of approximately 71 dbA" near the property boundary of the "noise-sensitive" Park Place Condominium complex. (EIR 181).

These mid-eighties noise levels fall within the Noise Element's "Clearly Unacceptable" designation, even for commercial uses. (EIR 177). According to the Noise Element, "Proposed development exposed to Clearly Unacceptable noise levels should generally not be undertaken." (*Id.*) The EIR was correct in finding the "increased noise levels at the multi-family residential and hotel uses adjacent to the Project" as "a potentially significant impact." (EIR 181). However, the EIR fails to mitigate the construction phase noise impacts to a "compatible level" as is required for any Normally Unacceptable or Clearly Unacceptable development. (EIR 177). The EIR instead finds that the Project could still result in a potentially significant construction noise impact. (EIR 181, 186, 303). The final EIR should propose other mitigation measures that, along with the mitigation measures proposed at N-1 to N-6, will reduce the noise to compatible levels with the surrounding land uses.

4. JOBS/HOUSING IMBALANCE

Use of Faulty Assumptions to Support Finding of Zero Population Growth

It is illogical for the EIR to conclude that “[t]he population increase attributable to the proposed project” will be “0 people” (EIR 190) when the project will create new jobs and draw new people into the area. Three faulty assumptions underlie the zero population growth finding. First, the EIR states that the Project only will create 501 jobs. (EIR 190). This is a vast underestimate because it fails to account for the underutilized nature of the existing development. (See above discussion of underutilization at pages 2-5). The EIR calculates “net job creation” “assuming one employee per 200 square feet, multiplied by the net increase in floor area (100,125 sf) created by the Project.” (EIR 190, fn. 42). Many more jobs will be created because the existing development has vacancies and is underutilized. The final EIR should provide the numbers of people actually employed by the existing tenants and then compare those figures to future job projections.

The second faulty assumption underlying the zero population growth finding is that all current employees will continue to be employed at the Project site. In other words, the EIR only assesses the impact on population growth from the newly created jobs. However, there is no reason to think current employees who may live nearby will be retained when new tenants arrive. The Los Angeles Times reported that “[i]nvestment banking Bear Stearns & Co., currently a tenant in the nearby SunAmerica Center at 1999 Avenue of the Stars, is interested in taking as much as 100,000 feet.” (Exh. A at 3). This new tenant alone might bring 500 new employees to the building at the “one employee per 200 square feet” rate. (See EIR 190, fn. 42)

The third faulty assumption underlying the zero population growth finding is that the employees of the new office building will be living in the West Los Angeles/Beverly Hills area, but it provides no evidence to support such an assumption. (EIR 194). The EIR merely states that “[t]he jobs to be created are professional level jobs that require an educated force, commensurate with the West Los Angeles/Beverly Hills location. Therefore, it is likely that employees could be found in nearby areas.” (EIR 194). Even if they “likely” “could” be found locally, that does not mean they *will* be found locally. The EIR should provide more information about the likely employees at the Project and should propose mitigation measures to reduce any significant impacts of population growth.

Failure to Address Affordable Housing

SCOPE is concerned about the Project's impact on the already low levels of affordable housing in the area. The EIR notes that of the 1.3 million dwelling units in the City of Los Angeles, only 39,900 units are considered affordable (EIR 188), which equates to a mere three percent of housing. The EIR states that the Project will primarily attract "office professionals" who will be able to afford housing around the Project that "is much higher than the citywide average." (EIR 191). What about the employees who are not office professionals? Where will they live? Given that the job growth is going to be much higher than predicted in the EIR, the Project will likely drive up housing costs and make it more difficult for workers to afford to live near their jobs. That, in turn, will increase commute times and resulting air pollution and traffic congestion. The final EIR should address the relative proportions of different employee income levels and perform a more thorough analysis of the Project's impact on housing prices.

The final EIR should also propose mitigation measures to reduce the potentially significant impact of the Project on the availability of affordable housing. The EIR should discuss impact fees, which are justified where a developer has an impact on the demand for affordable housing. According to a report prepared for the City of Los Angeles Department of Housing Preservation and Production (enclosed as Exhibit O), the cost of subsidizing housing affordable to the new lower income employee households associated with office space in the West Los Angeles/Westside area ranges from \$24.62-44.97 per square foot of building area. (Exh. O at 4-5). Applying this range to the Project's 100,125 new square feet of building space – which will lead to a conservative estimate because it does not take underutilization into account – the impact fees justifiable in this case fall in the range of \$2.5 million to \$4.5 million.

5. ENERGY CONSUMPTION

Failure to Account for Underutilized Nature of Existing Development in Energy Consumption Analysis

In the energy consumption analysis, the EIR again ignores the current underutilization of the property. (See above discussion of underutilization at pages 2-5). The EIR concludes that the "[d]evelopment of the proposed Project would result in a net decrease of 3,220,728 kWh when compared to the existing land uses." (EIR 267). This conclusion is based on a total demand analysis prepared by Syska and Hennessy, Inc. (App. 15), which finds that "electrical energy consumed by the existing land uses *at full*

occupancy is approximately 11,132,680 kWh” and that “the proposed Project would consume approximately 7,911,952 kWh of electrical energy.” (*Id.*) (emphasis added).

Like the traffic and job creation analyses discussed above, this energy analysis fails to recognize that the existing development is underutilized. Syska and Hennessy, Inc. estimates “the energy consumption of the existing entertainment center buildings (2020 and 2040 Avenue of the Stars) *in full use.*” (App. 15 at 2) (emphasis added). Energy consumption is calculated on a “per Square Foot” basis. (*Id.* at 3). Syska and Hennessy, Inc. states that the analysis is “based on a number of rough estimates” and the company “does not guarantee that the actual consumption of these buildings would be the same or similar to the above stated numbers.” (*Id.* at 2). The final EIR needs to account for the true character of the existing property and accordingly redo the energy consumption analysis.

6. LAND USE

Failure to Consider the Santa Monica Mountains Regional Plan

The Project is located in the Los Angeles basin on the southern side of the Santa Monica Mountains. (EIR 66). Although the EIR correctly recognizes that it must discuss any inconsistencies between the Project and applicable regional plans (EIR 115), it fails to address the Santa Monica Mountains regional plan. Because of its location, the final EIR must analyze any inconsistencies with the Santa Monica Mountains regional plan or explain why that plan does not apply. See CEQA Guidelines § 15125(d).

7. PARKING

Failure to Discuss Lack of Off-Site Parking Covenant or Agreement

SCOPE is concerned that the lack of parking in the Project area will only get worse after the site is redeveloped. The EIR fails to correct an error²⁰ of previous environmental review documents raised by Century City Garage Partners (“CCGP”), the owner of the off-site parking garage located at 2030 Century Park West. The EIR states that “there are 451 off-site parking spaces in the garage west of the Century Plaza Hotel,

²⁰ This assumes that no agreement was executed between the applicant and the owner of off-site parking prior to the Draft EIR’s publication.

Maya Zaitzevsky
September 30, 2002
Page 18

which are covenanted for the site" and states that these spaces "are provided by covenant and agreement in the parking garage at 2030 Century Park West." (EIR 231-32).

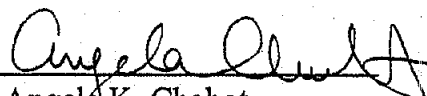
In letters of February 4, 2002 (Exh. P) and March 22, 2002 (Exh. Q), the owner of the off-site parking notified the City of this error. In a letter of April 16, 2002 (Exh. R), the City's Director of Planning, Con Howe, confirmed that "[t]he Off-Site Covenant will be terminated . . . if and when the existing buildings located at 2020 and 2040 Avenue of the Stars are demolished." That same day, CCGP responded and requested that "the [off-site] alternative in the EIR clearly states that no off-site parking agreement presently exists between the applicant and CCGP regarding the Project." (Exh. S).

Contrary to this request, the EIR reiterates the existence of an off-site parking covenant and agreement. (EIR 231-32). Given the controversy and confusion over the availability of off-site parking, the final EIR should clarify the specifics of, including the date and parties to, any existing agreement between the Project Applicant and CCGP regarding off-site parking.

CONCLUSION

We look forward to continuing our participation in the review of the Project and appreciate the City's consideration of our concerns. For the reasons we have stated, the EIR is fundamentally flawed. We respectfully request that the City take our considerations into account in the final EIR. We urge the City to withhold approval of the Project until the EIR takes into account the fact that the existing development is underutilized and mitigates all significant environmental impacts.

Sincerely,
ALTSHULER, BERZON, NUSSBAUM,
RUBIN & DEMAIN

By: 
Angela K. Chabot

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September 30, 2002

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VIA FACSIMILE AND U.S. MAIL

Ms. Maya Zaitzevsky, Project Coordinator
Environmental Review Section
City of Los Angeles Planning Department
200 North Spring Street
Los Angeles, California 90012

Re: 2000 Avenue of the Stars; ENV-2001-4027-CU/EIR

Dear Ms. Zaitzevsky:

We are writing on behalf of our client, Century City Garage Partners L.P. ("CCGP") to provide comments with respect to the above-referenced Draft EIR regarding the proposed redevelopment of 2020 and 2040 Avenue of the Stars (the "Project").

CCGP has previously objected to the application for the Project and the Notice of Preparation ("NOP") for the Environmental Impact Report ("EIR") for the Project because such documents erroneously assert that that parking for the Project would be provided pursuant to off-site covenants at CCGP's property. CCGP submitted previous correspondence to the Environmental Review Section dated February 4, 2002, March 18, 2002, March 22, 2002, and April 9, 2002, all of which correspondence is incorporated herein by reference as comments to the Draft EIR as set forth in full.

In addition to the foregoing comments, CCGP submits the following comments to the Draft EIR:

1. The Project description contained in the Draft EIR is vague, uncertain, and in violation of CEQA. The Project description states that the Project would either provide all of its parking on-site (through a "preferred parking plan"), or through an alternative combination of on-site and off-site spaces. CEQA requires that there be a single, finite proposal that is the subject of environmental analysis and public review. "An accurate, stable and finite project description is the *sine qua non* of an informative and legally sufficient" environmental document. *County of Inyo v. City of Los Angeles*, 71 Cal.App.3d 185, 193 (1977)(emphasis in original). The Draft EIR is therefore legally defective and must be withdrawn. As Remy & Thomas stated in their leading Guide to the California Environmental Quality Act (discussing *Inyo*):

Ms. Maya Zaitzevsky,
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"The primary harm caused by 'incessant shifts among different project descriptions' was that the inconsistency confused the public and commenting agencies, thus vitiating the usefulness of the process 'as a vehicle for intelligent public participation.' The court added that "[a] curtailed, enigmatic or unstable project description draws a red herring across the path of public input."

Chapter IX.3.a, pp. 359-365. The Draft EIR should be recirculated with a single Project description that unambiguously explains where and how the parking for the Project will be provided.

2. Failure to ensure that adequate parking is provided for the Project would result in numerous environmental impacts to Century City and surrounding neighborhoods. The Draft EIR fundamentally misleads the public in that it suggests that 451 spaces will be available at CCGP's property to serve as off-site parking for the Project. Despite the extensive correspondence the Environmental Review Section has received from CCGP, the Draft EIR failed to disclose to the public CCGP's position that if and when the buildings located at 2020 and 2040 Avenue of the Stars are demolished, the Applicant for the Project will have caused the existing off-site parking covenants to be terminated in accordance with their own express terms as a matter of law, and the Applicant will have no right to satisfy any of the Project's parking requirements at CCGP's property. None of this information was disclosed in the Draft EIR, although the public had a right to know about the uncertainty of parking arrangements for the Project. In its response to comments, the City should explain why the foregoing critical information was omitted from the Draft EIR.

In addition, at a minimum, the Draft EIR should be recirculated with a Project description that eliminates any representation that any parking for the Applicant's Project will be provided at CCGP's property, or that discloses CCGP's position is that the Applicant will have no right to satisfy any of the Project's parking requirements at CCGP's property and that Project's parking will therefore be uncertain.

3. Failure to ensure that adequate parking is provided for the Project would result in numerous environmental impacts to Century City and surrounding neighborhoods. CCGP previously advised the Environmental Review Section that CCGP had not consented to any application for the Applicant's Project which entailed CCGP's property. The City's own regulations and practices require the notarized consent of all property owners whose property is entailed by a project application. CCGP demanded that the City cease and desist from any proceedings involving CCGP's property, which demand is renewed hereby. None of this information was disclosed in the Draft EIR, although the public had a right to know that all owners concerned had not consented to the Project Application, and that CCGP has not agreed to commit any portion of its property to

Ms. Maya Zaitzevsky,
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serve as parking for the Project. In its response to comments, the City should explain why the foregoing critical information was omitted from the Draft EIR, as well as why the City has continued with these proceedings without first obtaining CCGP's notarized consent to the application for Project in contravention of the City's own regulations and practices.

4. CCGP has previously advised the City in writing that proceeding with the Project application without CCGP's consent (or without eliminating of representations that any parking for the Applicant's Project will be provided at CCGP's property) constitutes slander of title. *See Glass v. Gulf Oil Corporation* (1970) 12 Cal. App. 3d 412 (holding that planning proceedings regarding a non-consenting owner's property constituted slander of title regardless of the ultimate decision on proposed project). CCGP routinely receives inquiries from property owners and businesses in Century City seeking to lease off-site parking for their tenants and employees. The Draft EIR's erroneous suggestion that 451 spaces will be available at CCGP's property for the Applicant's Project improperly clouds CCGP's title and is damaging CCGP's efforts to manage its property. In its response to comments, the City should explain why it has continued the proceedings for the Applicant's Project without CCGP's consent, and without the elimination of representations that any parking for the Applicant's Project will be provided at CCGP's property.
5. Failure to ensure that adequate parking is provided for the Project would result in numerous environmental impacts to Century City and surrounding neighborhoods. The Draft EIR states that "[c]onstruction of the proposed Project would remove all of the site uses except for the Century Plaza Towers and the subterranean parking garage." Does the City contend that the existing off-site covenants for 2020 and 2040 Avenue of the Stars obligate CCGP to provide parking for the Applicant's Project, even though 2020 and 2040 Avenue of the Stars are to be completely demolished?
6. The Draft EIR's parking discussion is confusing and incomplete. The Draft EIR fails to provide charts summarizing existing parking spaces on each level, the number of post-project spaces on each level, the reductions in capacity anticipated on each level of the existing parking structure (although it is unclear the Draft EIR suggests that some parking within the existing subterranean structure will be lost), the number of spaces to be added on new levels, existing parking requirements and future parking requirements. Instead the public is required to sift through an unclear and internally inconsistent narrative that fails to answer basic questions regarding parking needs. The parking analysis of the Draft EIR should be revised, and the Draft EIR should be recirculated to remedy this fundamental defect.

Ms. Maya Zaitzevsky,
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7. The Draft EIR states, as part of its ambiguous Project description, that under the "preferred parking plan" all "code required" parking could be provided on-site. In connection with this claim, CCGP submits the following questions and comments; and because the Draft EIR's treatment of these issues was fundamentally deficient, CCGP requests that a revised Draft EIR be prepared and re-circulated once the requested information is provided.
 - a. The Draft EIR does not plainly state how much Code-required parking is required to serve the Applicant's Project (as apart from 2029 and 2049 Century Park East). What is the correct number and how was it calculated?
 - b. The Draft EIR does not plainly state how many parking spaces will be provided in the Parking Level and Plaza Level of the Project (apparently these are the only parking levels to be added by the Applicant). How many striped spaces will there be on each of these levels? Will any other new parking be constructed besides the parking on these two levels? If so, how much?
 - c. The City's subdivision files contain a parking study which was employed in connection with the City's approval of Tract 51450. The parking study indicates that "the required parking for current code" for 2029 and 2049 Century Park East is 4,649 spaces (not 4,205 as represented in the Draft EIR). What is the correct number, how was it calculated, and what is the basis of the discrepancy with the City's official subdivision files?
 - d. The City's subdivision files contain a parking study which was employed in connection with the City's approval of Tract 51450. The parking study indicates that "the required parking for current code" for 2020 and 2040 Avenue of the Stars is approximately 3,114 spaces (not 1,717 as represented in the Draft EIR). What is the correct number, how was it calculated, and what is the basis of the discrepancy with the City's official subdivision files?
 - e. The Draft EIR suggests that the amount of parking within the existing subterranean parking structure will be reduced as part of the Project, apparently by several hundred spaces (although the Draft EIR is not clear). How many spaces will be eliminated in the existing subterranean parking structure as a result of the Project? Will it be necessary for permits for the 2029 and 2049 Century Park East buildings to be modified as a result of such reduction? How will the non-conforming status of the 2029 and 2049 Century Park East buildings (with respect to parking) be effected?
 - f. Taking current Code requirements for the 2029 and 2049 Century Park East buildings into account (and the short-fall between certificate of occupancy requirements for the

Ms. Maya Zaitzevsky,
Project Coordinator
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Towers and current Code requirements); how much parking can actually be dedicated in the existing on-site subterranean parking structure to serve the Applicant's Project without resort to valet parking in such structure?

g. The "preferred parking plan" represents that the parking needs of the Applicant's Project will be met through a valet plan. However, neither the Draft EIR or referenced Parking Capacity Study provide a striping plan or a valet plan. Accordingly, the feasibility and accuracy of these representations cannot be assessed by the public. This fundamental information should have been supplied in the Draft EIR.

h. The Draft EIR does not discuss what, if any arrangements exist between the owners of 2029 and 2049 Century Park East and the Applicant. Have the owners of 2029 and 2049 Century Park East consented to having their property being burdened by an off-site covenant to satisfy the parking demands of the Applicant's Project?

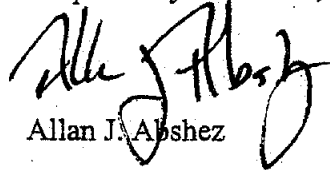
i. With respect to the "preferred parking plan," the Draft EIR does not contain any mitigation measure that would require the Applicant to actually valet park tenants or visitors to the Project. From the Draft EIR, it also appears that most of the valet parking for the Applicant's project would be provided in the existing subterranean garage, which is separately owned from Applicant's property. Assuming that a valet parking plan is feasible for the purpose of discussion, the necessary mitigation measure would have to bind both the Applicant and the owners of 2029 and 2049 Century Park East. Failure to impose a mitigation measure requiring valet parking on both ownerships may result in potential parking impacts in Century City and the surrounding neighborhood if either owner does not provide, or at some time in the future discontinues, valet parking.

j. The Draft EIR states that a reduction in parking requirements has been assumed in accordance with L.A.M.C. Section 12.24.Y. Such section of the L.A.M.C. pertains to a fixed rail transit "station," bus "station," or "other similar transit facility." However, the Draft EIR indicates that only bus stops – not stations – are near the Project. How much parking was assumed to be reduced in accordance with Section 12.24.Y? Where is a rail or bus "station" or similar transit facility within 1,500 feet of the Project. Is it the City's position that a bus stop qualifies as a "similar transit facility" within the meaning of Section 12.24.Y?

Ms. Maya Zaitzevsky,
Project Coordinator
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We reserve the right to submit additional comments and questions once the City has prepared responsive information and circulated it for public review. Please continue to provide our offices with all reports and notices regarding the Project.

Respectfully submitted,


Allan J. Abshez

AJA
Enclosures

cc: Mr. John Bauroth
Jack Brown, Esq.
Ms. Renee Schillaci

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February 4, 2002

VIA FACSIMILE AND U.S. MAIL

Ms. Maya Zaitzovskiy, Project Coordinator
Environmental Review Section
City of Los Angeles Planning Department
200 North Spring Street
Los Angeles, California 90012

Re: 2000 Avenue of the Stars; ENV-2001-4027-CU

Dear Ms. Zaitzovskiy:

We are writing on behalf of our client, Century City Garage Partners L.P. ("CCGP") to provide comments in response to your January 4, 2002 Pre-Draft Request for Comments ("Request for Comments"). CCGP is the owner of the parking garage located at 2030 Century Park West, which is referenced in the Project Description and in the Request for Comments.

CCGP initially wishes to note that it has no objection to the applicant's development of a new project upon the site of the existing buildings located at 2020 and 2040 Avenue of the Stars provided that responsible planning is carried out by the applicant and by the City. However, there are serious errors in connection with this project application which must be corrected immediately, and are discussed below.

A. No Proceedings Involving CCGP's Property can be Undertaken without CCGP's Written Consent - which has Not Been Granted

CCGP has not signed or consented to any application for the project described in the Project Description in the Request for Comments, and yet CCGP's property is referenced as being included in the project in violation of the City's own requirements (requiring notarized consent all property owners entitled by a project application) and well established California law. See *Glass v. Gulf Oil Corporation* (1970) 12 Cal. App. 3d 412 (holding planning proceedings regarding non-consenting owner's property constituted slander of title regardless of decision on proposed project).

CCGP's property is not part of the applicant's project, and the City of Los Angeles must immediately cease and desist from any proceedings involving CCGP's property. In the

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alternative, the project description should be revised to eliminate representations that any parking for the applicant's project will be provided at CCGP's property.

B. The Parking Covenants Referenced in the Project Description will be Terminated when the 2020 and 2040 Avenue of the Stars are Demolished

As discussed in the preceding section of this letter, entitlement proceedings cannot be continued which involve CCGP's property since CCGP has not given its written consent to the same. If proceedings are continued (without the involvement of CCGP's property), an appropriate environmental analysis must be prepared, as discussed in the remainder of this letter.

The Project Description in the applicant's application states that "451 off-site parking spaces [in the garage located on CCGP's property] are covenanted for 2020 and 2040 Avenue of the Stars." The City's Request for Comments similarly states that refers to "451 off-site parking spaces [in the garage located on CCGP's property] which are covenanted for use by 2020 and 2040 Avenue of the Stars."¹

The project description in the applicant's application states that "the proposed project will remove all of the site uses except for the Century Plaza Towers along Century Park East." (emphasis added) The City's Request for Comments similarly states that the buildings commonly known as 2020 and 2040 Avenue of the Stars are to be demolished for the applicant's project.²

Both of the off-site parking covenants referenced in the project descriptions (Instrument Nos. 83-230834 and 94-718605); hereinafter, the "Covenants") state that the Covenants shall only continue in effect so long as the "use or building requiring such parking is required is maintained..."

¹ Building permit records of the City's Building & Safety Department state that in excess of 1,595 parking spaces are required in connection with 2020 and 2040 Avenue of the Stars. Such parking requirement significantly exceeds the 451 spaces provided by the Covenants.

² The applicant's project consists of primarily daytime parking generating uses (i.e. office uses), and will virtually eliminate the nighttime, seasonal (with respect to the Shubert Theater), and pedestrian uses currently provided in 2020 and 2040 Avenue of the Stars. Therefore, the daytime parking demand of the applicant's new project will be significantly increased from that generated by the existing 2020 and 2040 Avenue of the Stars buildings.

Ms. Maya Zaitzevsky,
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As acknowledged by both the applicant's application and the City's materials, the uses and buildings at 2020 and 2040 are to be removed/demolished, and accordingly will no longer be "maintained." Accordingly, at the time the buildings located at 2020 and 2040 are removed/demolished, the Covenants will automatically be terminated by their express terms and by operation of law.³

C. The Amount of Parking Represented to be Provided by the Applicant's Project is Incorrect.

Because the applicant has no authority to represent that the CCGP's parking garage is part of its new project, and because the Covenants will be terminated in accordance with their own terms and by operation of law, 451 off-site parking spaces will not be provided on CCGP's property as erroneously represented in the applicant's and the City's materials.

For these reasons, the applicant's statement that the project will provide 6,294 parking spaces is erroneous, as is the statement in the City's Request for Comments which indicates that the project will provide 6,314 parking spaces. Because the 451 off-site spaces at CCGP's property will not be provided, there will be no more than 5,843 or 5,863 parking spaces provided for the applicant's project (depending whether the base number in the applicant's project description or the base number in the City's Request for Comments is used).

The City's environmental analysis should be prepared accordingly.

D. Conclusion

In conclusion and as stated initially, CCGP has no objection to the applicant's development of a new project upon the site of the existing buildings located at 2020 and 2040 Avenue of the Stars provided that responsible planning is carried out by the applicant and by the City. CCGP's property is not part of the applicant's project, and either the proceedings with respect to the project should be terminated, or the project description should be revised to eliminate representations that any parking for the applicant's project will be provided at CCGP's property.

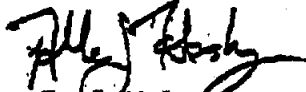
We look forward to reviewing the draft Environmental Impact Report for the project when it is prepared by the City. We respectfully request that our office be provided with

³ CCGP hereby requests that upon the issuance of demolition permits for the buildings located 2020 and 2040 Avenue of the Stars, the Department of Building and Safety provide CCGP with written acknowledgments that the Covenants are terminated, so as to allow CCGP to clear the Covenants from the title records for CCGP's property.

Ms. Maya Zaitzevsky,
Project Coordinator
February 4, 2002
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copies of the Environmental Impact Report, as well as any staff reports, and notices regarding the project. Thank you very much for your cooperation, and as always, please do not hesitate to contact me if you have any questions or comments.

Very truly yours,


Allan I. Absher

AJA

cc: Mr. John Barroth
Councilman Jack Weiss, 5th District
Ms. Renee Schillaci

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March 22, 2002

VIA FACSIMILE AND U.S. MAIL

Ms. Maya Zaitzevsky, Project Coordinator
Environmental Review Section
City of Los Angeles Planning Department
200 North Spring Street
Los Angeles, California 90012

Re: 2000 Avenue of the Stars; ENV-2001-4021 CU

Dear Ms. Zaitzevsky:

Jack Brown asked that we respond to the claims made in the March 5, 2002 letter from the Allen Markins law firm with respect to the off-site parking covenants known as Instrument Nos. 83-230834 and 94-2186050 (hereinafter, the "Covenants"). As you are aware, on February 4, 2002, we wrote to you on behalf of our client, Century City Garage Partners LP ("CCGP") to provide comments in response to your January 4, 2002 Pre-Draft Request for Comments ("Request for Comments"), and to object to the application filed by Trammell Crow ("Applicant") with respect to its proposed development of a new project at 2020 and 2040 Avenue of the Stars because it seeks to satisfy the parking requirement (in part) at CCGP's property without CCGP's agreement.

As discussed below, the claims made in Allen Markins's March 5, 2002 letter are without merit. They are also based on incomplete research regarding the background of the Covenants and the provisions of the Municipal Code with respect to off-site parking.

A. The Off-Site Parking Covenants Cannot be Deemed to Relate to the Twin Towers and will be Automatically Terminated when the Buildings Located at 2020 and 2040 Avenue of the Stars are Demolished

As noted in our previous letter, the Applicant's own Project Description in the Applicant's application states that "451 off-site parking spaces [in the garage located on CCGP's property] are covenanted for 2020 and 2040 Avenue of the Stars." The City's Request for Comments similarly refers to "451 off-site parking spaces [in the garage located

CCGP is the owner of the parking garage located at 2030 Century Park West, which is presently burdened by the Covenants.

Ms. Maya Zaitzevsky,
Project Coordinator
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Page 2

on CCGP's property] which are covenanted for use by 2020 and 2040 Avenue of the Stars." As acknowledged by the Applicant's project description and the City's requests for comments such uses will be removed and demolished.

Now that CCGP has objected to the Applicant seeking to rely on the Covenants to provide parking for its new project, and has pointed out that the Covenants will expire by their own terms if and when the buildings at 2020 and 2040 Avenue of the Stars are demolished, the Applicant argues that notwithstanding its own admissions (which were made in an affidavit under oath²), the Covenants should be construed as relating to the Century Park Towers (located at 2029 and 2049 Century Park East) instead of 2040 and 2040 Avenue of the Stars.

B. Instrument No. 94-2186050 Relates Solely to the Shubert Theatre

In addition to being inconsistent with its own admissions, the Applicant's argument is inconsistent with the record of proceedings for the shared parking approval which resulted in one of the Covenants, Instrument No. 94-2186050 (which provides for 5 off-site parking spaces at CCGP's garage). The record of proceedings definitively establishes that the purpose of Instrument No. 94-2186050 was to replace Instrument No. 93-176237 and to provide 5 off-site parking spaces at CCGP's garage to satisfy the Shubert Theatre's requirement for handicap parking in connection with the Shubert Theatre's expansion. See April 7, 1994 approval of Case No. ZA 94-0098(SP) and November 30, 1994 letter from Brown/Meshul Inc. Allen Martins' letter entirely fails to address the record of proceedings of Case No. ZA 94-0098(SP), which flatly conflict with its contentions about the scope of the Instrument 94-2186050. Moreover, Instrument No. 94-2186050 replaced another off-site parking covenant relating to the Shubert Theatre.

C. Allen Martins' Arguments that the Covenants Should be Construed as Relating to the Century Plaza Towers are Inconsistent with the Requirements of the Los Angeles Municipal Code

The Applicant's arguments are also inconsistent with the requirements of the Los Angeles Municipal Code relative to off-site parking. As acknowledged in the Applicant's own project description "the proposed project will remove all of the site uses except for the Century Plaza Towers along Century Park East." The Applicant now argues that the Covenants utilize only a general reference to "Lot 8" and that other uses (specifically the

² See the Applicant's August 1, 2001 affidavit subscribed and sworn before California Notary Public Patti Anne Lavine, which affidavit was made as part of the Applicant's project application.

Ms. Maya Zaitzevsky,
Project Coordinator
March 22, 2002
Page 3

Century Plaza Towers³) will remain after the buildings at 2020 and 2040 Avenue of the Stars are demolished, and that the Covenants should therefore be construed as relating to the Century Park Towers.

As discussed above, the Applicant's argument obviously conflicts with the record of proceedings for Instrument No. 94-2186050, and need not be discussed further.

The Applicant's arguments regarding Instrument No. 83-230834 are also inconsistent with the Municipal Code requirements with respect to off-site parking. Los Angeles Municipal Code Section 12.21.A.4(g) mandates that required parking be provided on the same lot "as the use for which they are intended to serve or on another lot not more than 750 feet distant therefrom" (emphasis added). While the buildings located at 2020 and 2040 Avenue of the Stars are within 750 feet of CCGP's garage,⁴ the Century Plaza Towers are approximately 1,200 feet away even when measured along the walk adjacent to the Century Plaza Hotel "between the parking area and the use it is to serve" as permitted by Los Angeles Municipal Code Section 12.21.A.4(g).⁵ Thus, the CCGP garage could not have been intended to serve as off-site parking for the Century Park Towers consistent with Los Angeles Municipal Code Sections 12.21.A.4(g) and 12.26.E.3.

In addition, "Lot 8" no longer exists. In 1996 the City Planning Department approved Tract 51450 re-subdividing all of Lot 8 into 4 lots. The Century Plaza Towers are situated on Lots 1 and 2 of Tract 51450, respectively,⁶ and the buildings located at 2020 and 2040 Avenue of the Stars are located on Lots 3 and 4.⁷ Condition 4 required the subdivider

³ Other than the Century Plaza Towers, the only use on the site that will remain is the existing subterranean parking garage, which of course, is not a use that generates any parking "requirement."

⁴ As indicated on Exhibit A attached hereto, CCGP's lot is separated from Avenue of the Stars by approximately 359 feet (CCGP's garage structure is located approximately 75 feet to the west of such property line). The Avenue of the Stars right-of-way varies in width, but is approximately 145 feet wide.

⁵ The lot on which CCGP's garage is situated has its only street frontage on Century Park West. Employing the alternative methodology of measuring horizontally north along Century Park West and then east Constellation would yield a distance of several thousand feet.

⁶ Lots 1 and 2 of Tract 51450 have their street frontage on Century Park East, and are subterranean at Avenue of Stars. At grade level (280'), Lots 1 and 2 are setback approximately 575 feet from Avenue of Stars.

⁷ Lots 3 and 4 of Tract 51450 have their street frontage on Avenue of the Stars.

Ms. Maya Zeitzovsky,
 Project Coordinator
 March 22, 2002
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of Tract 51450 to allocate the existing parking spaces serving the site to each lot of the subdivision "including references to separate parking affidavits for offsite parking to be recorded satisfactory to the Department of Building and Safety." (emphasis added) See January 18, 1996 Advisory Agency Decision. Obviously, it was anticipated that new off-site parking covenants would be recorded. However, Condition 4 has never been satisfied. In any event, CCGP's garage could not satisfy Condition 4 with respect to the Century Plaza Towers because the Towers are significantly in excess of 750 feet from CCGP's garage.

D. Off-Site Parking Covenants are Building-Specific and Do Not Create Perpetual Burdens

The Applicant also argues that as long as "some" use is maintained at a given point in time on what was once Lot 8, the Covenants should never terminate. This strained argument is inconsistent with the two simple paragraphs of the Los Angeles Municipal Code which authorize off-site parking covenants.⁸

On behalf of the Applicant, Allen Matkins argues that while the buildings located at 2020 and 2040 Avenue of the Stars are being demolished, the buildings located at 2029 and 2049 Century Park East will remain. Thus, according to Allen Matkins, the Covenants should continue.⁹ Obviously, the extension of Allen Matkins's argument would be that if the Century Plaza Towers are demolished sometime in the future, the Covenants would still continue as long as the Applicant's replacement project for 2020 and 2040 Avenue of the Stars continued to exist because such buildings would then be the "continuing" use being served at such time.

The Los Angeles Municipal Code's off-site parking provisions were never meant to support this type of imaginative foot-stripping. Section 12.26.E.3 limits the duration of the parking covenant to the time "the building or use they are intended to serve" is maintained. (emphasis added) Section 12.25.E.3 clearly refers to a specific building - not some yet to be imagined use or building. The simple one-page form covenant to implement Section

⁸ Los Angeles Municipal Code Sections 12.21.A.4(g) (requiring that off-site parking be located within 750 feet of the use served) and 12.26.E.3 (requiring an covenant from the owner of the off-site parking in favor of the City agreeing that such parking "so long as the building or use they are intended to serve is maintained").

⁹ As discussed above, Instrument No. 94-2186050 is only for the Shubert Theatre, and Instrument No. 83-230834 could not be regarded as intended to serve the Century Plaza Towers because of the 750-foot distance limitation in Los Angeles Municipal Code Section 12.21.A.4(g).

Ms. Maya Zaitzevsky,
Project Coordinator
March 22, 2002
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12.26.E.3 uses nearly identical language, limiting the duration of the parking covenant to the time "the use or building requiring such parking is maintained."

If the City had intended off-site parking covenants to burden properties in perpetuity so as to enable benefited properties to be redeveloped again and again, it would have needed to do so expressly in plain language in the ordinance and in the covenant so that the burdened property owner was on clear notice. *Basin Oil Co. v. Inglewood* (1954) 125 Cal.App.2d 661 (holding that the cardinal rule in construing an instrument is the intention of the parties as gathered from the whole instrument). Few owners would sign such an agreement, and obviously the City's ordinance and form covenant do not provide for a perpetual burden of the kind the Applicant seeks. In fact, the City's covenants do the opposite, providing for the automatic termination of the off-site covenant when the building is demolished. Moreover, the City's past practices regarding off-site parking covenants are not consistent with the arguments advanced by Allen Matkins on behalf of the Applicant.

E. The Prudential Agreement Does Not Grant a Right to Rely Upon CCGP's Garage as Off-Site Parking for Redevelopment

Allen Matkins' letter also references a March 10, 1995 agreement and covenant of the same date between various parties and AP Properties, Ltd. (the then owner of the CCGP parking structure) (the "1995 Agreements") as providing for the consent of the Applicant to any termination of the Covenants. Apparently, Allen Matkins has not provided the 1995 Agreements to the City. The 1995 Agreements were executed in connection with a loan regarding what was then Lot 8, and had as their only purpose affirming that the covenants which were their subject were in place and effective so as to ensure that the value of the security for the loan would not be impaired. AP Properties Ltd. agreed that it would not modify or terminate the covenants that were the subject of the 1995 Agreements without the Venture's reasonable consent.

However, the 1995 Agreements are not relevant to the issue that is now before the City. To begin with, the 1995 Agreements do not modify the Covenants, and say nothing about future redevelopment activities. Thus, the 1995 Covenants do not enlarge the burden created by either of the Covenants on CCGP's garage. As discussed above, such burden is strictly limited to existing buildings located at 2020 and 2040 Avenue of the Stars.

CCGP remains in compliance with the Covenants and the 1995 Agreements. The termination of the Covenants will be effectuated not by CCGP, but automatically as a matter of law (pursuant to Los Angeles Municipal Code Section 12.26.E.3) and under the express language of the Covenants themselves if and when the buildings located at 2020 and 2040 Avenue of the Stars are demolished. The consent of the Applicant to the termination will not be required because the Applicant itself will have effectuated the demolition.

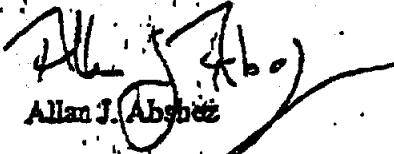
Ms. Maya Zaitzevsky,
Project Coordinator
March 22, 2002
Page 6

F. Conclusion

In conclusion and as stated in our previous letter, CCGP has no objection to the Applicant's development of a new project upon the site of the existing buildings located at 2020 and 2040 Avenue of the Stars provided that responsible planning is carried out by the Applicant and by the City. If the buildings located at 2020 and 2040 Avenue of the Stars are demolished, the Covenants will be automatically terminated as a result of the Applicant's own actions, and have no further force or effect. CCGP's property is not part of the Applicant's project, and either the proceedings with respect to the project should be terminated, or the project description should be revised to eliminate representations that any parking for the Applicant's project will be provided at CCGP's property. The City should be careful to avoid potential liability for what is essentially the Applicant's attempt to shift the costs of its new project onto another landowner.

We look forward to reviewing the draft Environmental Impact Report for the project when the City prepares it. We respectfully request that our office be provided with copies of the Environmental Impact Report, as well as any staff reports and notices regarding the project. Thank you very much for your cooperation, and as always, please do not hesitate to contact me if you have any questions or comments.

Very truly yours,


Allan J. Absbez

AJA

cc: Mr. John Barroth
Jack Brown, Esq.
Ms. Renee Schillaci

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April 9, 2002

VIA FEDERAL EXPRESS

Ms. Maya Zaitzevsky, Project Coordinator
Environmental Review Section
City of Los Angeles Planning Department
200 North Spring Street
Los Angeles, California 90012

Re: 2000 Avenue of the Stars; ENV-2001-4027-CU

Dear Ms. Zaitzevsky:

We are writing on behalf of our client, Century City Garage Partners L.P. ("CCGP") to supplement our previous letters of February 4th and March 22nd and to bring to your attention additional information which confirms that the off-site parking provided under those City of Los Angeles covenants known as Instrument Nos. 83-230834 and 94-2186050 (the "Covenants") at 2030 Century Park West (which parking structure is owned by CCGP) is allocated to the existing buildings located at 2020 and 2040 Avenue of the Stars - and not to the Century Plaza Towers.

Enclosed is a Declaration of Operating and Reciprocal Basement Agreement dated April 1, 1997 executed by One Hundred Towers LLC and recorded as Instrument No. 97-503336 against the site of the ABC Entertainment Center and the Century Plaza Towers (hereinafter "the Declaration") to govern future use and development of such property. The March 5, 2002 letter submitted by the Allen Matkins law firm on behalf of the Applicant fails to discuss the Declaration, which is fundamentally inconsistent with arguments made in the letter.

The Declaration expressly allocates the off-site parking spaces provided under the Covenants to 2020 and 2040 Avenue of the Stars. Section 5.2 of the Declaration, which allocates parking rights as between the four lots created by Tract 51450, specifically states that:

"In any Spaces located in offsite parking areas that are available to the Owners pursuant to offsite parking agreements shall be primarily allocated 50% to Lot 3 and 50% to Lot 4."

Ms. Maya Zaitzevsky,
Project Coordinator
April 9, 2002
Page 2

The only improvements located on Lots 3 and 4 of Tract 51450 are the buildings located at 2020 and 2040 Avenue of the Stars. Further, in addition to allocating all off-site parking to Lots 3 and 4, the Declaration states that all of the parking provided in the parking structure at the property (which structure is wholly contained in Lots 1 and 2 of Tract 51450) is allocated to Lots 1 and 2 (on which the Century Plaza Towers are located). See Sections 5.2(a), (b).¹

The Declaration flatly contradicts the arguments made by the Allen Martins law firm in its March 5, 2002 letter to the City that the Covenants should be construed as relating to the Century Plaza Towers (located at 2029 and 2049 Century Park East) instead of 2040 and 2040 Avenue of the Stars. Moreover, the Declaration explains the Applicant's original statements in its project application (made under penalty of perjury) that the off-site parking provided pursuant to the Covenants is allocated to the buildings located at 2020 and 2040 Avenue of the Stars. The City should not allow itself to be misled or incur potential liability for what is essentially the Applicant's improper attempt to shift the costs of its new project onto another landowner.

CCGP remains in compliance with the Covenants. However, as explained in our previous letters and herein, if and when the buildings located at 2020 and 2040 Avenue of the Stars are demolished, the Applicant will have caused the Covenants to be terminated in accordance with their own express terms as a matter of law.

CCGP has provided extensive information and legal authority that the Applicant has no right to treat the parking located on CCGP's property as part of the Applicant's new project. Either the proceedings with respect to the project should be immediately terminated, or the project description should be revised to eliminate representations that any parking for the Applicant's new project will be provided at CCGP's property. CCGP has a critical interest in removing the cloud on its property rights created by the Applicant's proposal and representations without further delay.

¹ The Declaration also provides that the Owners of Lots 3 and 4 have no management interest in the parking structure located on Lots 1 and 2, or right to receive revenue therefrom. See Sections 5.7.2, 5.9. Such rights are reserved to the Owners of Lots 1 and 2 and their respective lenders. See Sections 5.7.2.1 and Section 13.2. Further, extraordinary costs or income associated with condemnation, damage or destruction of the on-site parking structure is to be divided exclusively between the Owners of Lots 1 and 2, with no right of participation on the part of the Owners of Lots 3 and 4. See Sections 5.13, 5.14.

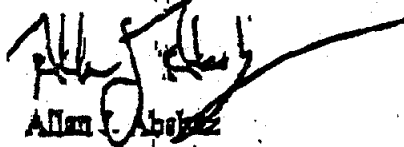
RELL & MANELLA LLP

ATTORNEYS AT LAW
MEMBER PROFESSIONAL CORPORATION

Ms. Maya Zaitzevsky,
Project Coordinator
April 9, 2002
Page 3

As always, please do not hesitate to contact me if you have any questions or comments.

Very truly yours,



Allan I. Absitz

AJA
Enclosures

cc: Mr. John Barroth
Jack Brown, Esq.
Ms. Renee Schillaci

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April 16, 2002

VIA FACSIMILE AND U.S. MAIL

Ms. Maya Zaitzovsky, Project Coordinator
Environmental Review Section
City of Los Angeles Planning Department
200 North Spring Street
Los Angeles, California 90012

Re: 2000 Avenue of the Stars ENV-2001-4027-CU

Dear Ms. Zaitzovsky:

Thank you for meeting with Pat Meera and me today to resolve Century City Garage Partners L.P.'s ("CCGP") concerns regarding the proposed redevelopment of 2020 and 2040 Avenue of the Stars (the "Project") and the off-site parking covenants (Instrument Nos. 83-230834 and 94-2186050; the "Off-Site Parking Covenants") that encumber CCGP's property located at 2030 Century Park West.

CCGP has previously objected to the application for the Project and the Notice of Preparation ("NOP") for the Environmental Impact Report ("EIR") for the Project because they erroneously assert that that parking for the Project would be provided pursuant to the Off-Site Covenants at CCGP's property. CCGP has requested that proceedings on the application be terminated and the NOP be republished so as to avoid a continuing cloud over CCGP's property.

You informed us that the Planning Department and the City Attorney have concluded that the Off-Site Parking Covenants will terminate of their own accord if and when the existing buildings located at 2020 and 2040 Avenue of the Stars are demolished (as is proposed by the Applicant for the Project). However, the City Planning Department has asked that in order to save City costs, CCGP withdraw its demand that the Project application and NOP be withdrawn and republished.

CCGP is prepared to cooperate with the City in this regard provided that:

1. Prior to further proceedings, the City Planning Director provide CCGP with a written acknowledgement that the Off-Site Parking Covenants will terminate in accordance with

Ms. Maya Zaitzevsky,
Project Coordinator
April 16, 2002
Page 2

their own terms if and when the existing buildings located at 2020 and 2040 Avenue of the Stars are demolished; and

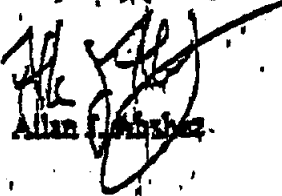
2. The project description and existing setting in the EIR for the Project states that the Off-Site Parking Covenants provide off-site parking for the existing buildings located at 2020 and 2040 Avenue of the Stars, and will terminate in accordance with their own terms if and when the existing buildings located at 2020 and 2040 Avenue of the Stars are demolished. The project description and traffic/parking sections of the EIR should also clearly state where required parking for the Project will be provided in order to avoid continuing confusion.

You also relayed that the Project Applicant has told you that it would like to enter into an off-site parking agreement with CCGP to provide a significant part of the required parking for the Project at CCGP's property. As we discussed, no such agreement exists at the present time, and it is unclear whether such an agreement can or will be reached. Nevertheless, the Applicant would like to include an "alternative" in the EIR which would analyze such parking being located at CCGP's property.

CCGP will not object to the inclusion of such an alternative in the Project EIR provided that the City has complied with CCGP's foregoing requests and the alternative in the EIR clearly states that no off-site parking agreement presently exists between the applicant and CCGP regarding the Project (unless an agreement is executed prior to the time of the Draft EIR's publication).

We look forward to receiving the requested letter from the Director of Planning. As always, please do not hesitate to contact me if you have any questions or comments.

Very truly yours,


Allan J. Schiller

AJA
Enclosures

cc: Mr. John Banroth
Jack Brown, Esq.
Ms. Renee Schilz

April 16, 2002

VIA FACSIMILE AND U.S. MAIL

Mr. Patrick Maara
Century City Garage Partners L.P.

Re: Off-Site Parking Covenants recorded as Instrument Nos. 83-230834 and 94-2186050 (the "Off-Site Parking Covenants")

Dear Mr. Maara:

This letter responds to Century City Garage Partners L.P.'s ("CCGP") request for clarification regarding the status of the above-referenced Off-Site Parking Covenants (which encumber CCGP's property located at 2030 Century Park West), and the proposed project to redevelop the existing buildings located at 2020 and 2040 Avenue of the Stars.

The City has reviewed its records in connection with the Off-Site Parking Covenants as well as its records in connection with Tract 51450. The Off-Site Parking Covenants pertain to the existing buildings located at 2020 and 2040 Avenue of the Stars (Lots 3 and 4 of Tract 51450). The Off-Site Covenant will be terminated in accordance with their own terms if and when the existing buildings located at 2020 and 2040 Avenue of the Stars are demolished. In such event, the City will (upon CCGP's request) provide CCGP with written acknowledgment that the Off-Site Parking Covenants are terminated, so as to allow CCGP to clear the Covenants from the title records for CCGP's property.

Sincerely,

Con Howe
Director of Planning

cc: Jack Brown, Esq.
Department of Building and Safety
Allan J. Abshaz, Esq.

Allen Matkins Leck Gamble & Mallory LLP

attorneys at law

Allen Matkins

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writer. Patrick A. Perry t. 213 955 5504
file number. J4465-02B/LAS77481.01 e. pperry@allenmatkins.com

March 5, 2002

VIA MESSENGER

Ms. Maya Zaitzevsky
City of Los Angeles
Department of City Planning
200 North Spring Street
Los Angeles, California 90012

Re: Parking Covenant for Lot 8 of Tract 26196 (2030 Avenue of the Stars,
Los Angeles, California)

Dear Ms. Zaitzevsky:

This letter responds to your request for information regarding the two recorded covenants currently in effect regarding maintenance of off-street parking space in favor of the property located at Lot 8 of Tract 26196 (2030 Avenue of the Stars). Attached are copies of the two covenants (Instrument No. 83-230834 recorded on March 1, 1983, and Instrument No. 94-2186050 recorded on December 8, 1994). The covenants benefit the property described on Exhibit A attached to the covenants which is described as Lot 8 of Tract 26196. Lot 8 of Tract 26196 legally describes the entire block bounded by Avenue of the Stars, Constellation Boulevard, Century Park East and Olympic Boulevard. This site includes the existing ABC Entertainment Center, the two eight-story office buildings fronting on Avenue of the Stars, and the two 44-story Century Plaza Tower office buildings fronting on Century Park East. The addresses for the 4 buildings on this site are 2020 and 2040 Avenue of the Stars, and 2029 and 2049 Century Park East. This site also includes the existing 5,471-space subterranean parking structure. The 2030 Avenue of the Stars address listed on the covenant is the address for the subterranean parking structure.

Instrument No. 83-230834 provides that 446 off-site parking spaces will be maintained at the parking structure located at 2030 Century Park West for the benefited property (2030 Avenue of the Stars-Lot 8 of Tract 26196). Instrument No. 94-2186050 provides that five additional off-site parking spaces will be maintained at the parking structure located at 2030 Century Park West for the benefited property (2030 Avenue of the Stars-Lot 8 of Tract 26196). The two covenants together provide a total of 451 off-site parking spaces at the parking structure located at 2030 Century Park West that benefit the entire property (Lot 8 of Tract 26196). The two covenants (Instrument Nos. 83-230834 and 94-2186050) are still in effect and have not been terminated. Further, the two covenants do not terminate when the two buildings located at 2020 and 2040

Ms. Maya Zaitzevsky

March 5, 2002

Page 2

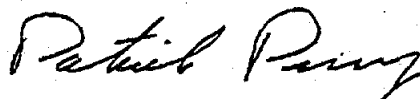
Avenue of the Stars are demolished. The covenants benefit the entire site and all uses and buildings on the site.

Moreover, in addition to the covenants, an agreement entitled Agreement and Consent of Prudential (the "Consent") was entered into on March 10, 1995, by and among the Prudential Insurance Company of America, Citicorp Real Estate, Inc., JMB Realty Corporation, AP Properties, Ltd., and DT Towers Limited Partnership, wherein the Delta Towers Joint Venture (the predecessor owner of Lot 8 of Tract 26196) and AP Properties, Ltd. (the owner of the parking structure at 2030 Century Park West) were required to enter into an agreement whereby the owner of the parking structure located at 2030 Century Park West would agree on behalf of itself and its successors and assigns not to modify or terminate the Covenants without the prior written consent of the Delta Towers Joint Venture. Accordingly, an Agreement Regarding Parking Covenants (the "Parking Agreement") was entered into on March 10, 1995, by AP Properties, Ltd. and Delta Towers Joint Venture, which Parking Agreement was recorded as Instrument No. 95-372655 on March 10, 1995 and runs with the land (2030 Century Park West). The Parking Agreement requires my client's consent to any termination of the covenants. My client has not consented to any such termination.

The owner of the parking structure in which the off-site parking spaces are located is therefore bound by the covenants to provide 451 usable and accessible parking spaces for Lot 8 of Tract 26196. Moreover, the owner of the parking structure is bound by the Parking Agreement not to modify or terminate the covenants without my client's prior written consent. My client has not provided any such consent.

Please call with any questions or if I can provide additional information with respect to this matter.

Very truly yours,



Patrick A. Perry

PAP:kt

Enclosures

cc: Mr. Daniel J. Niemann
Mr. Kevin Lindquist

RECEIVED
CITY OF LOS ANGELES

OCT 16 2002

ENVIRONMENTAL
UNIT

Maya E. Zaitzevsky, Project Coordinator
Department of City Planning
200 N. Spring St. Room 763
Los Angeles, CA 90012

October 14, 2002

Dear Ms. Zaitzevsky,

Reference: The Draft Environmental Impact Report, 2000 Ave. of the Stars, Ref. # SCH 2002011024

Last Wednesday evening (Oct. 9) I was at the board of directors meeting of the South Robertson Community Council at which time I was shown a copy of the above mentioned EIR. In looking it over I was surprised to find that in the Transportation/Traffic portion of the draft (pages 213 on) that no study was made of the area to the East or Southeast of the proposed development. All traffic counts and projections were made to the immediate South, to the West and to the North and the Northwest. Is the assumption of the developers that there will be no effect upon traffic from the East and Southeast? If so they are grossly mistaken.

Much of the traffic increase will be funneled along Pico Blvd. Eastward, along Robertson Blvd. and LaCienega Blvd. to the South of Pico as well as Beverwil and Beverly Drive also to the South of Pico. This is due to the entrances and exits to Interstate 10 (the Santa Monica Freeway) All these streets are already heavily travelled both during commute hours and non commute hours. Because of the heavy usage of the aforementioned streets, much traffic is being diverted to narrow North/South streets, Bagley being one, and to East/West streets such as Hillhurst, 18th, Monte Mar, and Cashie. All of the mentioned streets are well within the South Robertson Community Council borders. Consideration in the form of traffic studies and traffic abatement programs should be performed prior to the approval of the draft EIR.

I am also puzzled by the timing of the receipt of the draft EIR by our Community Council. We did not have a copy to look at until sometimes in September (whose fault?) with a September 30th cut off on comments. As a democratically run Community Council no action could be taken until the meeting following the receipt of the EIR, Oct. 8, well after the cut off date. Even now I can only write this complaint as a person residing in the community, not as a Board of Directors member, due to our by-laws.

In addition, no mention is made that both Avenue of the Stars and Motor Ave. as far as Manning are scheduled to be striped as class 2 bicycle lanes if and when they are repaved. See the Bicycle plan, part of the transportation plan of the City of Los Angeles. What effect will the construction have on bicycle lanes in these thoroughfares?

I hereby request the draft EIR not be adopted by the L.A. City Planning Department until a study is made of the effect on traffic within our Council borders and abatement procedures are firmly defined.

Thank you for taking my concerns into consideration.

Mel Leventhal
9111 Monte Mar Dr.
Los Angeles, Ca 90035
310/839-4442

From: Carole Segal [mailto:kc6dxq@hotmail.com]
Sent: Monday, October 14, 2002 2:45 PM
To: Park, Francis (LA); mzaitzev@planning.lacity.org
Cc: mjaffe@council.lacity.org; salest@earthlink.net; lr demers@flash.net;
maryearl@earthlink.net; levyphoto@aol.com; lpaillet@council.lacity.org;
melshar@worldnet.att.net; sbursk@council.lacity.org
Subject: 2000 Ave of the Stars Draft EIR

Maya E. Zaitzevsky, Project Co-ordinator
Department of City Planning

200 N. Spring Street, Room 763

Los Angeles, Ca 90012

Dear Ms Zaitzevsky:

Reference: The Draft Environmental Impact Report, 2000 Ave. of the Stars, Ref
#SCH2002011024

The South Robertson Neighborhoods Council did receive a copy of the draft EIR for the 2000 Ave of the Stars project in August, but due to circumstances beyond our control we were unable to comment on this document before the September 30, 2002 deadline. We would like to go on record with our comments now. We ask that they be included in the public comment section of this EIR.

The Transportation/Traffic portion of this report does not involve a study of the area to the East and Southeast of this project. We would like to see this corrected and traffic studies and abatement proposals made for the following.

Pico Blvd., East to Robertson and La Cienega Blvds.

North/South Streets: CastleHeights/Beverwil, Bagley, Canfield, Shenandoah

East/West Streets: Cashio, Monte Mar/18th Street, Hillsboro/Cadillac, Cattaraugus

We request that the draft EIR not be adopted until a study is made of these areas.

Thank you for taking our concerns into consideration

Carole Segal, President, South Robertson Neighborhoods Council

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