
LETTER NO. 37

September 30, 2002

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Comment 37.1**Re: 2000 Avenue of the Stars: ENV-2001-4027 CU/EIR**

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.

Response 37.1

This comment introduces the commentor and expresses a general objection to the application for the Project because of assertions pursuant to off-site parking covenants. Responses to specific comments, including those in the referenced letters, are found after each corresponding number below.

Comment 37.2

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 quo non of an informative and legally sufficient” environment documents. County of Inyo City v. Los Angeles, 71 Cal.App.3d 185, 193 (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 The Draft EIR is therefore legally defective and must be withdrawn.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):

“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. 359-365l. 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.

Response 37.2

Refer to Response 34.5 for a discussion regarding the adequacy of the project description. Refer also to Topical Response No. 10 (Summary of Corrections and Additions). The recirculation suggested by the commentor is not warranted as the Draft EIR for the proposed Project consistently defines the Project description. More specifically, the parking discussion remains consistent through the entire document. The Draft EIR clearly and unambiguously sets forth two possible parking plans, both of which would not have a significant parking impact. The parking information is set forth in an accurate manner in which decision-makers and the public could balance the proposal's benefits and environmental costs.

Comment 37.3

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.

Response 37.3

Refer to Topical Response No. 7 (Parking Supply). Adequate parking is provided for the Project. See also the Draft EIR, Section V.M. The commentor's position regarding the off-site parking covenants was adequately disclosed to the public in the Draft EIR by including a copy of the February 4, 2002 letter submitted by the commentor setting forth his position regarding the off-site parking spaces in Appendix 20, Comment Letters of the Draft EIR. The February 4, 2002 letter is responded to below.

Refer to Response 34.5 for a discussion regarding the adequacy of the Project description. The Project description is accurate and recirculation of the Draft EIR is unwarranted.

Comment 37.4

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 commented to the Project Application, and that CCGP has not agreed to commit any portion

of its property to 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.

Response 37.4

As stated in the Section V.M, Transportation/Traffic of the Draft EIR, adequate parking will be provided for the Project. The entitlement applications for the Project do not require consent from CCGP as the Project Applicant is not seeking an entitlement for 2030 Century Park West. The parking covenants mentioned by CCGP are not terminated as a result of this Project.

Refer to Response 37.3 above regarding disclosure of the commentor's position in the Draft EIR regarding the off-site parking covenants. The land use entitlements that have been requested for the proposed Project do not change or affect in any way the off-site parking covenants. The buildings and uses on the site, including the Century Plaza Towers and the ABC Entertainment Center buildings, will continue to use the off-site parking spaces pursuant to the parking covenants and Department of Building and Safety authorization, which is separate from the land use entitlements.

The Project Description, describing use of the 451 off-site parking spaces is adequate and accurate. On March 1, 1983, a Covenant and Agreement Regarding Maintenance of Off-Street Parking Space was executed by Century City, Inc., CCGP's predecessors, to provide 446 parking spaces at 2030 Century Park West (CCGP's parking garage ("the Burdened Property")) "for the use or the building located at 2030 Avenue of the Stars" (the "1983 Covenant"). The 1983 Covenant was recorded against the Burdened Property for the benefit of the property described as the Lot 8 Property, which includes the Century Plaza Towers and the ABC Entertainment Center buildings (the "Lot 8 Property"). The covenant states Century City, Inc. "covenant[s] and agree[s]...that an off-site parking area containing not less than 446...usable and accessible automobile parking spaces" located on the Burdened Property will provide "required parking for the use and building located at 2030 Avenue of the Stars in said City upon that land legally described as...Lot 8, Tract 26146." The reference to the entire block indicates that the parking covenant benefits more than the two ABC Entertainment Center buildings (2020 and 2040 Avenue of the Stars).

Also, on September 22, 1994, CCGP's predecessor, A.P. Properties, executed a Covenant and Agreement Regarding Maintenance of Off-Street Parking Space to provide five parking spaces at the Burdened Property (2030 Century Park West), "for the use or the building located at 2030 Avenue of the Stars" on land legally described as Lot 8, Tract 26196" (the "1994 Covenant"). This covenant has a map stating: "Required parking spaces provided for the buildings located at 2030 Avenue of the Stars (also known as 2020/2040 Avenue of the Stars & 2029/2049 Century Park East) by this covenant: ...5 Total Parking Spaces."

These parking covenants provide off-site parking spaces at the Burdened Property and exist independent of the Project's entitlement applications. The off-site parking spaces are provided for the entire site, including the Century Plaza Towers.

Therefore, the parking covenants do not terminate upon removal of the ABC Entertainment Center buildings and the entitlement applications for the Project do not require the consent of CCGP.

Comment 37.5

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.

Response 37.5

Refer to Response 37.4 for an explanation of why CCGP's consent is not required or warranted for the Project's entitlement application and a summary of the parking covenants. The 451 off-site parking spaces are available for the entire site, including the Century Plaza Towers and ABC Entertainment Center buildings. Demolition of the ABC Entertainment Center buildings will not terminate the parking covenants. The comment regarding an action for slander of title is not a CEQA impact area.

Comment 37.6

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 Applicants Project, even though 2020 and 2040 Avenue of the Stars are to be completely demolished?

Response 37.6

See Responses 37.2 - 37.5 for a discussion of the off-site parking covenants. Demolition of the ABC Entertainment Center buildings will not terminate the parking covenants. Adequate parking is provided for the Project. See Topical Response No. 7 (Parking Supply).

Comment 37.7

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.

Response 37.7

Refer to Section III Project Description of the Draft EIR, which sets forth a description of the number of parking spaces on each level for the existing parking supply and the Project's proposed parking plan. Additionally, refer to Appendix A of Appendix 18 of the Draft EIR for a comprehensive listing of the number of parking spaces by level for the existing parking supply and the Project's proposed plan. The parking discussion in the Draft EIR is clear and consistent and does not require any revision or recirculation.

Comment 37.8

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?

Response 37.8

Refer to Response 37.7. The Draft EIR states that “the code parking requirement for 2000 AOS is 1,860 spaces.” Refer to Draft EIR, App. 18. The code required parking was calculated pursuant to the Los Angeles Municipal Code. Additionally, as explained on page 61 of the Draft EIR and in Appendix 18 of the draft EIR, the total code requirement of 1,860 spaces for the proposed Project includes parking space reductions pursuant to Los Angeles Municipal Code Section 12.21-A4(c) and Section 12.24-Y. Section 12.21-A 4(c) provides for parking reductions for bicycle spaces provided on-site. In addition, Section 12.24-Y provides further parking reductions for commercial buildings located within 1,500 feet from a transit facility.

Comment 37.9

- b. The Draft EIR does not plainly state how many parking spaces will be provided in 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 each of these levels? If so, how much?

Response 37.9

Refer to page 61 of the Draft EIR. The parking plan that would require all code required parking on-site includes 409 spaces on the Parking level and 187 spaces on the Plaza level. The parking plan that would satisfy all code required parking by providing on-site and off-site parking includes 372 spaces on the Parking level and 170 spaces on the Plaza level.

Page 61 of the Draft EIR also provides the number of parking spaces on each level for the existing parking supply and the number of spaces on each level for each of the proposed parking plans. The following matrix compares the existing parking supply with the proposed parking plans to show the differences in the number of spaces on each level. All information in the matrix was obtained from the Draft EIR.

Parking Spaces Per Garage Level 2030 Avenue of the Stars			
Level	Existing Parking Supply	Alternative 1: Code Required Parking On-Site	Alternative 2: Code Required Parking On-Site and Off-Site
Carriage	45	45	45
Plaza	n/a	187	170
Parking	n/a	409	372
A	186	172	177
B	604	597	595
C	1,144	1,222	1,112
D	1,155	1,233	1,123
E	1,151	1,229	1,119
F	1,186	1,264	1,154
Off-site	451		451
Total	5922	6358	6318

Comment 37.10

- 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?

Response 37.10

The code required parking for 2029 and 2049 Avenue of the Stars was determined by Building Permit No. 46547. The code required parking for 2029 and 2049 Century Park East is 4,205 spaces. The commentor is correct that the parking study in the City’s subdivision files indicates that “the required parking for current code” for 2029 and 2049 Century Park East is 4,649 spaces. This is the parking requirement if the Century Plaza Towers were to be built today. However, 4,694 is not the required parking for the Century Plaza Towers as they currently exist. The parking study referenced by the commentor clarifies that the required parking for the entire site (2029 and 2049 Century Park East and 2020 and 2040 Avenue of the Stars) is 5,922 spaces. This includes 4,205 spaces for the Century Plaza Towers and 1,717 spaces for the ABC Entertainment Center. Additionally, the staff report for the approval of Tract 51450 states that 4,205 parking spaces are required for the Century Plaza Towers.

Comment 37.11

- d. The City’s subdivision files containing 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?

Response 37.11

The code required parking for 2020 and 2040 Avenue of the Stars was clarified in Building Permit No. 59290. The code required parking for 2020 and 2040 Avenue of the Stars is 1,717 spaces. The commentor is correct that the parking study in the City’s subdivision files indicates that “the required parking for

current code” for 2020 and 2040 Avenue of the Stars is approximately 3,114 spaces. This is the parking requirement if the ABC Entertainment Center were to be built today. The parking study referenced by the comment clarifies that the required parking for the entire site (2029 and 2049 Century Park East and 2020 and 2040 Avenue of the Stars) is 5,922 spaces. This includes 4,205 spaces for the Century Plaza Towers and 1,717 spaces for the ABC Entertainment Center.

Comment 37.12

- 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 Parking 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?

Response 37.12

The Draft EIR does not state anywhere nor suggest that the amount of parking within the existing subterranean parking structure will be reduced as part of the Project. The Draft EIR does state that due to structural improvements to the subterranean parking garage, parking spaces in the garage will be modified. Refer to page 61 of the Draft EIR for a discussion of the parking supply and a breakdown of the number of parking spaces to be provided for the Project. Because the comment does not provide a citation as to where this information was received, no response can be provided.

The proposed Project will not cause a change to the code required parking for the Century Plaza Towers buildings. The parking requirement for the Century Plaza Towers will remain 4,205 parking spaces. The Century Plaza Towers will remain in conformance with all parking requirements. Therefore, modification of the permits for the Century Plaza Towers is unnecessary.

Comment 37.13

- f. Taking current Code requirement for the 2029 and 2049 Century Park East buildings into account (and the short-fall between certificate of occupancy requirements for the 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?

Response 37.13

Refer to Topical Response No. 7 (Parking Supply). The code required parking for 2029 and 2049 Century Park East is 4,205 spaces. The proposed Project will not cause a change to the code required parking for the Century Plaza Tower buildings. The Century Plaza Towers will remain in conformance with all parking requirements. Refer to Response 37.10 for a distinction between current code requirements and parking requirements applicable to the Century Plaza Towers. There is not and will not be a shortfall of parking spaces because of the proposed Project. Refer to page 61 of the Draft EIR for an analysis of the Project site’s parking supply. The parking analysis concludes that the Project will provide adequate parking and meet all code requirements for the site.

Comment 37.14

- 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.

Response 37.14

Refer to Topical Response No. 7 (Parking Supply) and Section V.M, Transportation/Traffic and Appendix 18 in the Draft EIR for the Project parking study. As stated on page 61 of the Draft EIR “the parking spaces located on the Plaza level would be allocated to valet services.” Parking will be in compliance with the Los Angeles Municipal Code. Valet parking is permitted by Code with attendants and therefore striping details are not necessary to be provided at this stage. Section 12.21 A5(h) of the Los Angeles Municipal Code states “[e]ach required parking stall within a parking area or garage shall be individually and easily accessible except that automobiles may be parked in tandem in the following instances: (1) In a public garage or public parking area providing attendants to parking vehicles at all times said garage or area is open for use.” The Project’s parking garage is a “public garage” as defined under the Municipal Code. Therefore, because the Project parking plan would include tandem parking with attendants, as stated in the Draft EIR on page 61, the tandem parking spaces can be used to meet the parking code requirements. In order to guarantee that parking attendants will be provided at all times the garage is open for use, the property owner of the Project site is required to execute a Covenant and Agreement to Provide Parking Attendant.

Comment 37.15

- 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.

Response 37.15

Refer to Topical Response No. 7 (Parking Supply). The Project has a less than significant parking impact. The arrangement between the owners of 2029 and 2049 Century Park East and the Applicant permits the parking alternatives discussed in the Draft EIR. 2029 and 2049 Century Park East are not burdened by the off-site parking covenants.

Comment 37.16

- 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 Applicants’ 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.

Response 37.16

Refer to Response 37.14 above. As stated on page 61 of the Draft EIR “the parking spaces located on the Plaza level would be allocated to valet services.” Therefore, the valet parking for the Project would be on the Plaza level, which is a new level built as part of the Project and is not part of the existing subterranean parking structure. The mitigation measure suggested by the commentor is not necessary.

Comment 37.17

- 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 “stations” 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 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.

Response 37.17

Refer to Appendix 18 of the Draft EIR. The parking study indicates that there would be a reduction of 206 parking spaces pursuant to L.A.M.C. Section 12.24.Y. The transit center located at the southeast corner of Constellation Boulevard and Century Park West, at the Constellation Place office project, which is within 1,500 feet of the Project, qualifies as a transit facility for the parking reduction.

Comment 37.18

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.

Response 37.18

The commentor’s name and address will be placed on a mailing for future public hearings on the Project.

Comment 37.19

[Letter referenced in the CCGP letter above.]

February 4, 2002

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

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 Part 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.

Response 37.19

This comment introduces the commentor and notes that the commentor does not object to the proposed Project. This comment also introduces specific comments that are discussed below. Also, the City has determined that the Project application is in compliance with all requirements and is adequate.

Comment 37.20**A. No Proceedings Involving CCGP's Property can be Undertaken without CCGP's Written Consent – which has Not Been Given**

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 entailed by a project application) and well established California law. *See Glass v. Gulf Oil Corporation* (1970) 12 Cal. App. 3d 415 (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 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.

Response 37.20

Refer to Responses 37.4 and 37.5 above.

Comment 37.21**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 this 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. 84-230834 and 94-2186050; 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..."

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."

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 Theatre), 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 the 2040 Avenue of the Stars buildings.

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

Response 37.21

Refer to Responses 37.4 and 37.5 above regarding the parking covenants. The property benefited by the parking covenants is not limited to the improvements being removed by the proposed Project. The comment asserts that the project description in the applications for the proposed development states that the 451 parking spaces are "covenanted for 2020 and 2040 Avenue of the Stars," which will be demolished. The comment fails to recognize that the project description in the project application clarifies that the off-site parking spaces are covenanted for the entire site ("451 covenanted parking spaces serving the overall site are provided"). Notwithstanding, the Project applications are not controlling or relevant for determining the benefited property defined by the parking covenants. Rather, the 1983 Covenant and 1994 Covenant are the relevant documents used to determine the benefited property for the off-site parking spaces. The two parking covenants clearly covenant parking spaces to the Lot 8 Property, which includes 2020 and 2040 Avenue of the Stars and 2029 and 2049 Avenue of the Stars.

In response to this comment, the Draft EIR analyzed two parking plans for the Project.

To clarify, Building Permit No. 25166 for 2020 and 2040 Avenue of the Stars states that 1,595 parking spaces are required. Building Permit No. 59290, which provides the correct number of parking spaces, clarifies that 1,717 parking spaces are required for 2020 and 2040 Avenue of the Stars and 4,205 parking spaces are required for the Century Plaza Towers.

Refer to Response 24.22. The Project does not eliminate pedestrian usage of the Project site. Refer to the parking analysis of the Draft EIR, which explains that the Project will comply with all parking code requirements and provide an adequate parking supply for all uses at the Project site.

The parking covenants do not terminate upon demolition of the ABC Entertainment Center buildings.

Comment 37.22

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.

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.

Response 37.22

Refer to Response 37.21. The parking covenants do not terminate upon demolition of the ABC Entertainment Center buildings. No revisions to the Draft EIR are warranted. These comments are noted for the record.

Comment 37.23**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 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.

Response 37.23

Refer to Responses 37.19 to 37.22 above. The commentor received a copy of the Draft EIR. The commentor's name and address will be placed on a mailing for future public hearings on the Project.

Comment 37.24

[Letter referenced in the CCGP letter above.]

March 22, 2002

Allan Abshez
Irell & Manella, LLP
1000 Avenue of the Stars, Suite 900
Los Angeles, CA 90067

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

Jack Brown asked that we respond to the claims made in the March 5, 2002 letter from the Allen Matkins law firm with respect to those 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 L.P. ("CCGP")⁴ 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 Matkins'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.

⁴ CCGP is the owner of the parking garage located at 2030 Century Park West, which is presently burdened by the Covenants.

Response 37.24

Responses are provided to the February 4, 2002 letter written by the commentor and referenced in this comment in the Final EIR. Refer to Responses 37.19 to 37.23. Refer also to Response 37.4, which explains the entitlement applications for the Project do not require consent from CCGP.

Comment 37.25

- 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 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 oath),⁵ the Covenants should be construed as relating to the Century Park Towers (located 2029 and 2049 Century Park East) instead of 2040 and 2040 Avenue of the Stars.

Response 37.25

Refer to Responses 37.4 and 37.21.

The commentor refers to an affidavit executed by the Project Applicant. The Project application, like all Project applications, included a required affidavit that confirms all statements are true to the knowledge of the applicant. The affidavit refers to all statements made in the Project application, including the Project findings, which state that the off-site parking spaces are covenanted for the entire site. Thus, commentor's allegation that the Project Applicant believes the parking covenants apply exclusively to 2020 and 2040 Avenue of the Stars is without merit. Additionally, the Project Application does not state the parking covenants are covenanted to 2020 and 2040 Avenue of the Stars exclusively.

Notwithstanding, the Project applications are not controlling or relevant for determining the benefited property defined by the parking covenants. Rather, the 1983 Covenant and 1994 Covenant are the relevant documents used to determine the benefited property for the off-site parking spaces. The two parking covenants clearly covenant parking spaces to the Lot 8 Property, which includes 2020 and 2040 Avenue of the Stars and 2029 and 2049 Century Park East.

Comment 37.26

- 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

⁵ 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.

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 Matkins's 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.

Response 37.26

Refer to Response 37.4. As noted above, the parking covenants benefit the entire site, not just individual buildings at the site. The commentator states that Instrument No. 94-2186050 was to replace Instrument No. 93-176237 to satisfy the Shubert Theatre's requirement for handicap parking in connection with the Shubert Theatre's expansion. However, both Instrument No. 94-2186050 (1994 Covenant) and Instrument No. 93-176237 have an attachment, which refers to "the buildings located at 2030 Avenue of the Stars" but states that they are "also known as 2020/2040 Avenue of the Stars and 2029/2049 Century Park East." The record of proceedings of Case No. ZA 94-0098(SP) is not a CEQA issue.

Comment 37.27

- C. Allen Matkins' 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 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 Century Plaza Towers⁶) 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,⁷ 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).⁸ 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.

⁶ 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."

⁷ 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.

⁸ 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.

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,⁹ and the buildings located at 2020 and 2040 Avenue of the Stars are located on Lots 3 and 4.¹⁰ Condition 4 required the subdivider 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.

Response 37.27

Refer to Response 37.26 above.

Los Angeles Municipal Code §12.21.A4(g) requires off-site parking be located not more than 750 feet from the use which they are intended to serve. As a technical matter, Lots 1, 2, 3 and 4 are all within the required distance of the off-site parking spaces and are, therefore, in compliance with the Los Angeles Municipal Code.

Condition 4 of Tract 51450 has been satisfied.¹¹

Comment 37.28

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.¹²

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.¹³ 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 boot-strapping. 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 12.26.E.3 clearly

⁹ Lots 1 and 2 of Tract 51450 have their street frontage on Century Park East, and are subterranean at Avenue of the Stars. At grade level (280’), Lots 1 and 2 are setback approximately 575 feet from Avenue of the Stars.

¹⁰ Lots 3 and 4 of Tract 51450 have their street frontage on Avenue of the Stars.

¹¹ City of Los Angeles letter from Hector Buitrago, Zoning Engineer to Daryl Fisher, Advisory Agency, dated August 14, 1996.

¹² 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”).

¹³ 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).

refers to a specific building – not some yet to be imagined use or building. The simple one-page form covenant to implement Section 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.

Response 37.28

Refer to Responses 37.4 and 37.26. According to the plain language of the parking covenants, the off-site parking spaces were covenanted to benefit both 2020 and 2040 Avenue of the Stars and 2029 and 2049 Century Park East. Therefore, upon demolition of the ABC Entertainment Center buildings, the parking covenants continue to be in effect.

Refer to Response 37.27 regarding consistency with Municipal Code Section 12.21.A.4(g). Also, the commentor cites to Municipal Code Section 12.26.E.3. However, Section 12.26.E.3 does not mention off-site parking, and instead discusses the contents of filing fees for a certificate of occupancy. It is unclear as to what Municipal Code section the commentor intended to reference. Regardless, the parking covenants are not referring to a “specific building.” The covenants refer to the entire site, including the ABC Entertainment Center buildings and the Century Plaza Tower buildings. Therefore, as discussed above, the parking covenants continue to be in effect upon removal of the ABC Entertainment Center buildings.

Comment 37.29

- 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.

Response 37.29

Refer to Responses 37.4, 37.5, 37.8 and 37.28 above. As discussed in Response 37.28, the express language of the covenants controls and states that the covenants benefit the entire site, including 2020 and 2040 Avenue of the Stars and 2029 and 2049 Century Park East. As discussed in Response 37.28, the commentor's reliance on Los Angeles Municipal Code Section 12.26.E.3 is misplaced. Regardless, under the express language of the covenants, the off-site covenants are not terminated upon demolition of the ABC Entertainment Center buildings.

Comment 37.30

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 a 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.

Response 37.30

Refer to the above responses, including Response 37.18, which states the commentor's name and address will be placed on a mailing for future public hearings on the Project.

Comment 37.31

[Letter referenced in the CCGP letter above.]

April 9, 2002

Allan Abshez
Irell & Manella, LLP
1000 Avenue of the Stars, Suite 900
Los Angeles, CA 90067

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

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 these 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 Easement 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:

“[a]ny 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.”

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).¹⁴

The Declaration flatly contradicts the arguments made by the Allen Matkins 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 [*sic*] 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 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 proper 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.

¹⁴ 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 there from. *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.

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

Response 37.31

Refer to the above responses, including Response 37.4, which explain the covenants do not terminate upon demolition of the ABC Entertainment Center buildings. Revisions to the Project description in the Draft EIR are unnecessary. The Declaration referenced by the commentor is not a CEQA impact area.

Comment 37. 32

[Letter referenced in the CCGP letter above.]

April 16, 2002

Allan Abshez
Irell & Manella, LLP
1000 Avenue of the Stars, Suite 900
Los Angeles, CA 90067

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

Thank you for meeting with Pat Meara 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.

Response 37.32

As discussed above, the parking covenants do not terminate upon removal of the ABC Entertainment center buildings. Refer to Responses 37.4 and 37.5 above. Revision of the Project application is unnecessary and unwarranted.

Comment 37. 33

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.

Response 37.33

Refer to Response 37.4. The Department of City Planning and the City Attorney are not in concurrence with the commentor as to when the covenants terminate. As discussed above, the parking covenants do not terminate upon removal of the ABC Entertainment Center buildings.

Comment 37.34

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 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 state 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 the 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.

Response 37.34

Refer to Response 37.35 below. Also, please note that the Department of City Planning did not communicate to the commentor that the Project Applicant stated it would like to enter into an offsite parking agreement with the commentor to provide a significant part of the required parking for the Project at 2030 Century Park West.

Comment 37.35

[The following unsigned letter was attached:]

April 16, 2002

VIA FACSIMILE AND U.S. MAIL

Mr. Patrick Meara
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. Meara:

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 acknowledgement 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. Abshez, Esq.

Response 37.35

This was a proposed letter drafted by the commentor, which the commentor submitted to the City for execution by the Director of Planning. The Director of City Planning did not execute this proposed letter. It was determined that no NOP recirculation was necessary. Also, as discussed above, the parking covenants do not terminate upon removal of the ABC Entertainment Center buildings. Refer to Response 37.4 above.

LETTER NO. 38**RECEIVED AFTER THE CLOSE OF THE COMMENT PERIOD**

October 14, 2002

Melvin Levinthal
South Robertson Community Council
9111 Monte Mar Dr.
Los Angeles, Ca 90035

Comment 38.1

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

Last Wednesday evening (Oct. 8) 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 La Cienega 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 traveled 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 Cashio. 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.

Response 38.1

Refer to Topical Response Nos. 1 (Traffic Study Methodology), 2 (Project Trip Generation) and 3 (Traffic Impacts). The geographic area to the south and southeast of the Project site, including the south Robertson residential areas, were considered in the traffic analysis. Considering the amount of net trips the Project is estimated to generate, the characteristics and capacity of the street system and the distance to the Project site, it is estimated that only a small amount of Project traffic would be expected to travel to the Project site via the mentioned residential areas. Therefore, no further analysis was deemed warranted.

Comment 38.2

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.

Response 38.2

Refer to Comment 39.1 from Carole Segal, President of the South Robertson Neighborhoods council,

which states “[T]he 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.” The 60-day comment period for the Draft EIR commenced on August 1, 2002 and closed on September 30, 2002. At the time of circulation of the Draft EIR there was no certified Neighborhood Council within the Project area. The Westside Neighborhood Council has subsequently been certified and will be notified of circulation of the Final EIR, as will the South Robertson Neighborhood Council.

Comment 38.3

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 LA 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.

Response 38.3

As noted by the commentor, Avenue of the Stars between Santa Monica Boulevard and Pico Boulevard, and Motor Avenue between Pico Boulevard and Manning Avenue are designated to have Class 2 bike lanes on the City’s Bicycle Plan. According to the LADOT Bikeways Section, no date has been determined as to when these bike lanes would be installed. However, the bike lanes would be installed safely within the existing street rights-of-way. Since no physical mitigation measures affecting these streets have been determined for the proposed Project, no impact to these bike lanes due to the Project is expected. Refer to Response 38.1.

LETTER NO 39

RECEIVED AFTER THE CLOSE OF THE COMMENT PERIOD

October 14, 2002

Carole Segal, President
South Robertson Neighborhoods, Council

Comment 39.1

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

Response 39.1

Refer to Response 38.1 above.